City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 495 SOUTH MAIN STREET · PHONE 702-229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: CAROLYN G. GOODMAN, MAYOR (At-Large)
COUNCILMAN STEVEN D. ROSS, MAYOR PRO TEM (Ward 6)
LOIS TARKANIAN (Ward 1), RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)
BOB COFFIN (Ward 3), BOB BEERS (Ward 2)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

April 6, 2016
9:00 AM
There may be a lunch break at the noon hour for this meeting.

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF THE ORDER PRESENTED; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME. BACKUP MATERIAL FOR THIS AGENDA MAY BE OBTAINED FROM LUANN D. HOLMES, CITY CLERK, AT THE CITY CLERK'S OFFICE AT 495 SOUTH MAIN STREET, 2ND FLOOR OR ON THE CITY'S WEBPAGE AT www.lasvegasnevada.gov.

THE MAYOR AND CITY COUNCIL WELCOME YOUR ATTENDANCE, PUBLIC COMMENT RELATED TO THE ITEMS ON THE AGENDA AND CITIZEN PARTICIPATION ON ITEMS UNDER THE JURISDICTION OF THE CITY COUNCIL AT THIS MEETING. IF YOU WISH TO SPEAK, WE RESPECTFULLY ASK YOU TO COMPLETE AND SUBMIT A SPEAKER CARD TO THE CITY CLERK. CARDS ARE AVAILABLE ONLINE, IN THE CLERK'S OFFICE OR AT THE FRONT OF THE CHAMBERS AS YOU ENTER.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. PLEASE NOTE CUSTOMERS OF CENTURYLINK CAN VIEW THIS PROGRAM IN HIGH DEFINITION ON CHANNEL 1002, AND SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 69.9. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.lasvegasnevada.gov. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 5:00 PM.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING THE COUNCIL MEETING.

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION - PASTOR BENNY JAQUES, VICTORY OUTREACH LAS VEGAS
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF WINDER FARMS

7. RECOGNITION OF THE COX COMMUNICATIONS COMMUNITY VOLUNTEER PROGRAM

BUSINESS ITEMS

PUBLIC COMMENT

8. PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

BUSINESS ITEMS

9. For Possible Action - Any items that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

10. For possible action to approve the Final Minutes by reference of the March 2, 2016 Regular City Council Meeting

CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

FINANCE - PURCHASING & CONTRACTS CONSENT

11. For possible action to approve award of Contract No. 160175-FL, Oracle On-Call Consulting Services - Department of Finance - Award recommended to: BLUE HERON CONSULTING, LLC (Not-to-Exceed $300,000 - Sanitation Enterprise Fund)

12. For possible action to approve award of Use Contract No. 160172-DD authorizing use of the Houston-Galveston Area Council of Governments (H-GAC) Bid No. AM 10-14 for Ambulances, EMS and Other Special Service Vehicles - Department of Fire and Rescue - Award recommended to: DEMERS AMBULANCE ($1,126,971.94 - Fire Services Capital Projects Fund)

13. For possible action to approve award of Contract No. 160188-FL, Property Tax Analysis and Consulting Services - Department of Finance - Award recommended to: APPLIED MARKET ANALYSIS LLC dba APPLIED ANALYSIS ($120,000 - General Fund)

14. For possible action to approve award of Contract No. 160026-PH, Northwest Business Park Master Plan, located near the intersection of US 95 and Paiute Drive - Department of Economic and Urban Development - Award recommended to: VTN NEVADA ($198,000 - Federal State and Local Initiatives Special Revenue Fund) - Ward 6 (Ross)

15. For possible action to approve award of Contract No. 160062-TB, Environmental Legal Service - Department of Public Works - Award recommended to: BRISCOE IVESTER & BAZEL LLP (Not-to-Exceed $500,000 - Sanitation Enterprise Fund)

16. For possible action to approve award of Bid No. 15.42004-DC, Lexington Street Storm Drain located on the west half of Lexington Street from Lake Mead Boulevard to Blankenship Avenue and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: HARBER COMPANY, INC, dba MOUNTAIN CASCADE OF NEVADA ($1,309,521.25 - Public Works Capital Projects Fund) - Ward 5 (Barlow)

17. For possible action to approve award of Bid No. 16.52608-TF, Pedestrian Safety Upgrades Package 2A located at various elementary school sites and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: DREW ASPHALT PAVING INC. ($924,999.77 - Traffic Improvements Capital Projects Fund) - All Wards

18. For possible action to approve award of Contract No. 160176-DC, Prime Design Services for Boulder Highway Storm Drain - Sahara to Charleston located at Flamingo Road and Boulder Highway North and Sahara Avenue to Charleston Boulevard - Department of Public Works - Award recommended to: ATKINS NORTH AMERICA, INC. ($1,200,000 - Road and Flood Capital Projects Fund) - Ward 3 (Coffin)

19. For possible action to approve award of Contract No. 160183-DC, Prime Design Services for Washington Las Vegas Wash Park located at 4550 East Washington Avenue - Department of Public Works - Award recommended to: JW ZUNINO LANDSCAPE ARCHITECTURE, LLC ($467,400 - Parks and Leisure Services Capital Projects Fund) - Ward 3 (Coffin)

OPERATIONS AND MAINTENANCE - CONSENT

20. For possible action to approve a Memorandum of Agreement between the City of Las Vegas and the United States of America, by and through the Department of the Interior Bureau of Land Management Las Vegas Field Office for the outlining of the duties and role of the City Liaison working in the capacity as a Realty Specialist or equivalent position in the Bureau of Land Management (BLM), Las Vegas Field Office located at 4701 North Torrey Pines Drive - Ward 4 (Anthony)

21. For possible action to approve a Lease Agreement between the City of Las Vegas and Senior Tripsters Inc. for the lease of office space within the Las Vegas Senior Center located at 451 East Bonanza Road - Ward 5 (Barlow)

22. For possible action to approve an Interlocal Agreement between the City of Las Vegas and the Las Vegas Valley Water District for the the Alta Daycare property improvements located at the southwest corner of Alta Drive and Desert Lane, APN 139-33-304-018 - Ward 1 (Tarkanian)

23. For possible action to approve a Las Vegas Valley Water District Exclusive Easement between the City of Las Vegas and the Las Vegas Valley Water District to service the Alta Daycare property improvements located at the southwest corner of Alta Drive and Desert Lane, APN 139-33-304-018 - Ward 1 (Tarkanian)

24. For possible action to authorize staff to condemn for the purchase of right of way and a utility easement for the Main-Commerce One-Way Couplet Project on Oakey Boulevard between Main Street and Commerce Street, APN 162-03-210-012 - Ward 3 (Coffin)

25. For possible action to authorize staff to purchase an easement interest in real property from Condev Nevada Inc. for the Meadows Walkable Community Project on the north side of Meadows Lane west of Valley View Boulevard, APN 139-31-510-017 ($5,000 - Public Works General Fund) - Ward 1 (Tarkanian)

26. For possible action to authorize staff to negotiate and purchase interests in parcels of land for the Charleston Boulevard and Lamb Boulevard Intersection Widening Project, multiple APN's ($550,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Coffin) and Clark County

27. For possible action to authorize staff to negotiate and purchase an easement interest for a temporary asphalt walk path located on the east side of Rancho Drive between Holly Avenue and Coran Lane, APN 139-19-705-001 ($10,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 5 (Barlow)

28. For possible action to authorize staff to negotiate and purchase easement interests for the Special Improvement District (SID) 1521 Project located at Durango Drive and Gowan Road, APN's 138-09-201-020 and 138-09-301-001 ($8,000 - Road and Flood Capital Project Fund [CPF]) - Ward 4 (Anthony)

PLANNING - BUSINESS LICENSING CONSENT

29. ABEYANCE ITEM - For possible action to approve a Medical Marijuana Dispensary Establishment License NATUREX II, LLC dba NATUREX at 1860 Western Avenue - Ward 3 (Coffin)

30. ABEYANCE ITEM - For possible action to approve a Medical Marijuana Dispensary Establishment License COMMERCE PARK MEDICAL, LLC dba COMMERCE PARK MEDICAL at 1112 South Commerce Street - Ward 3 (Coffin)

31. ABEYANCE ITEM - For possible action to approve a Medical Marijuana Dispensary Establishment License MEDIFARM, LLC dba BLUM LV at 1921 Western Avenue - Ward 3 (Coffin) [NOTE: This item was previously listed under the Planning-Business Licensing Discussion section of the agenda]

32. For possible action to approve a Medical Marijuana Independent Laboratory Establishment License NEW HEIGHTS ENTERPRISE, LLC dba NEW HEIGHTS ENTERPRISE, LLC at 3310 Sirius Avenue [Nae Wen Kuo, Member] - Ward 1 (Tarkanian)

33. For possible action to approve a Medical Marijuana Production Establishment License SILVER SAGE WELLNESS, LLC dba SILVER SAGE WELLNESS, LLC at 4071 Ponderosa Way - Clark County, Nevada

34. For possible action to approve a Medical Marijuana Cultivation Establishment License SILVER SAGE WELLNESS, LLC dba SILVER SAGE WELLNESS, LLC at 4071 Ponderosa Way - Clark County, Nevada

35. For possible action to approve a Medical Marijuana Cultivation Establishment License NEVADA MEDICAL GROUP, LLC dba NEVADA MEDICAL GROUP, LLC at 3375 Pepper Lane - Clark County, Nevada

36. For possible action to approve a Medical Marijuana Cultivation Establishment License THC NEVADA, LLC dba WELLEAF at 3840 West Craig Road - North Las Vegas, Nevada

37. For possible action to approve a Restricted Gaming License THUNDERBIRD LOUNGE, INC. dba THUNDERBIRD LOUNGE at 1215 South Las Vegas Boulevard, [Ilan Gorodezki, President/Secretary/ Treasurer/Director] - Ward 3 (Coffin)

PUBLIC WORKS - CONSENT

38. For possible action to approve Second Supplemental Interlocal Contract LAS24H13 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase project funding for engineering design for the Gowan North - Buffalo Branch, Lone Mountain Road to Washburn Road ($100,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Ross)

RESOLUTIONS - CONSENT

39. R-15-2016 - For possible action to approve a Resolution disposing of the protests made at the hearing on the Provisional Order for Special Improvement District No. 1521 - Gowan Road and Durango Drive - Ward 4 (Anthony)

40. R-16-2016 - For possible action to approve a Resolution authorizing the City of Las Vegas to sell Parcel A2 within Symphony Park (APN 139-33-610-027) at the southeast corner of West Clark Avenue and South Grand Central Parkway for the purpose of economic development without first offering it to the public and for less than fair market value to Cleveland Clinic Foundation for preservation and expansion of the health care services provided by the adjacent Cleveland Clinic Lou Ruvo Center for Brain Health - Ward 5 (Barlow)

41. R-17-2016 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and WILD DECATUR LLC, (Owner) located at 4907 Vegas Drive (aka Imperial Plaza), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area Ward 5 (Barlow) [NOTE: This item is related to Redevelopment Agency Item 6 (RA-4-2016)]

42. R-18-2016 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and 4101 MEADOWS LANE, LLC, (Owner and CVIP Participant) located at 4101 Meadows Lane (APN 139-31-601-002), to be in compliance with and in furtherance of the goals and objectives of the RDA - (Not-to-Exceed $25,000 - RDA Special Revenue Fund) - Redevelopment Area 2 Ward 1 (Tarkanian) [NOTE: This item is related to Redevelopment Agency Item 7 (RA2-1-2016)]

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

43. ABEYANCE ITEM - Report by LuAnn D. Holmes, City Clerk, regarding the status of the reimbursement structure for future elections proposed by Clark County and discussion for possible action regarding available options for upcoming election cycles - All Wards

44. Report by the National Park Service regarding the status of the Tule Springs Fossil Beds National Monument and the Find Your Park campaign - All Wards

45. Report by the Department of Human Resources and discussion for possible action regarding approval of a new four (4) year contract agreement between the Las Vegas City Employees' Association (LVCEA) and the City of Las Vegas ($23,800,000 - General Fund)

46. Discussion for possible action regarding a Termination of Disposition and Development Agreement (DDA) between City Parkway V, Inc., (CPV) and Palmer City-Core Union Park Hotel, LLC, (Developer) whereby the parties mutually agree on the release of development rights on 251 South City Parkway (aka Parcel G) in Symphony Park and to the disposition of the Earnest Money - Ward 5 (Barlow)

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

47. Discussion for possible action regarding a Purchase and Sale Agreement between City Parkway V, Inc., (CPV) and Nevada H&C Distilling Company, LLC, (NV H&C) for purpose of business retention, expansion and job creation, totaling approximately 3.02 acres of vacant land located along West Mesquite Avenue which is part of 301 West Mesquite Avenue (APN 139-27-401-035) - Ward 5 (Barlow) [Note: This item is related to Item 50]

FINANCE - DISCUSSION

48. Discussion for possible action regarding the Fiscal Year 2017 Tentative Budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency - All Wards [NOTE: This item will be heard after the Planning Discussion items]

PLANNING - BUSINESS LICENSING DISCUSSION

49. ABEYANCE ITEM - Discussion for possible action regarding the approval of a Medical Marijuana Dispensary Establishment License CLARK NMSD, LLC dba NUVEDA at 1324 South Third Street - Ward 3 (Coffin)

RESOLUTIONS - DISCUSSION

50. R-19-2016 - Discussion for possible action regarding a Resolution finding that the proposed sale of vacant land to Nevada H&C Distilling Company, LLC, (NV H&C) totaling 131,607 square feet that is a part of 301 West Mesquite Avenue (portion of APN 139-27-401-035) is for purposes of economic development and redevelopment - Ward 5 (Barlow) [Note: This item is related to Item 47]

BOARDS & COMMISSIONS - DISCUSSION

51. ABEYANCE ITEM - For Possible Action - AUDIT OVERSIGHT COMMITTEE - Craig Rosevear, Term Expiration, 9-5-2016 (Resigned)

52. Discussion for possible action regarding the appointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2016-17 - All Wards

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

53. Bill No. 2016-16 - For Possible Action - Changes the name of the Department of Detention and Enforcement to the Department of Public Safety. Sponsored by: Councilman Stavros S. Anthony

54. Bill No. 2016-17 - For Possible Action - Amends the Unified Development Code to authorize under certain circumstances the early submittal of improvement plans in relation to the final approval of required traffic or drainage studies. (TXT-63107) Proposed by: Christopher Knight, Director of Building and Safety

55. Bill No. 2016-18 - For Possible Action - Revises various requirements and limitations pertaining to medical marijuana establishments. Sponsored by: Councilman Bob Coffin [NOTE: This item will come forward to City Council as a First Amendment, with a change in the title and summary. The summary has been changed to read: Revises various requirements and limitations pertaining to medical marijuana establishments, including a license fee adjustment for certain license categories.]

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

56. Bill No. 2016-22 - Annexation No. ANX-63178 - Property location: 5664 North Rainbow Boulevard; Petitioned by: Lisa and Adam Taylor; Acreage: 0.95 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

57. Bill No. 2016-23 - Clarifies the licensing requirements and cost of licensure for farmer's market promoters and vendors. Sponsored by: Councilman Bob Beers

NEW BILLS

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

58. Bill No. 2016-24 - Ordinance creating Special Improvement District No. 1521 Gowan Road and Durango Drive. Proposed by: David N. Bowers, Director of Public Works

59. Bill No. 2016-25 - Updates the Unified Development Code (LVMC Title 19) to clarify land use regulations and definitions regarding nightclubs by amending the land use table to allow nightclubs as permitted uses in the Downtown Entertainment Overlay District, permitting a waiver of distance separation requirements between nightclubs and protected uses and striking distance separation requirements between nightclubs and protected uses within the Downtown Casino Overlay District. Sponsored by: Councilman Ricki Y. Barlow

60. Bill No. 2016-26 - Updates LVMC Chapters 20.04 and 20.08 pertaining respectively to the City's Flood Control Master Plan and flood hazard reduction. Proposed by: David N. Bowers, Director of Public Works

CLOSED SESSION

61. Closed Session - A closed meeting is called in accordance with NRS 288.220 to discuss labor issues

HEARINGS - DISCUSSION

62. Public hearing on local improvement district for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance - FY2017) - Ward 1 (Tarkanian)

63. Public hearing on local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2017 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

PLANNING

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION.

PLANNING - DISCUSSION

64. ZON-62784 - ABEYANCE ITEM - REZONING - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), Ward 6 (Ross) [PRJ-62712]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

65. VAR-62756 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 874-FOOT RESIDENTIAL BLOCK LENGTH WHERE THE MAXIMUM ALLOWED IS 660 FEET on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

66. VAR-62765 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784 AND VAR-62756 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT ONE OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

67. VAR-62766 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT TWO OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

68. VAR-62767 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756, VAR-62765 AND VAR-62766 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT THREE OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

69. VAR-62768 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62767 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT FOUR OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

70. VAR-62769 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62768 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT FIVE OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

71. VAR-62770 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62769 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT SIX OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

72. VAR-62771 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62770 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT SEVEN OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

73. VAR-62772 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62771 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT EIGHT OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

74. VAR-62773 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62772 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT NINE OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

75. VAR-62774 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62773 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 10 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

76. VAR-62775 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62774 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 11 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

77. VAR-62776 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62775 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 12 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

78. VAR-62777 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62776 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 13 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

79. VAR-62778 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62777 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 14 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

80. VAR-62779 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62778 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 15 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote0 recommends APPROVAL.

81. VAR-62780 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62779 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 16 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

82. VAR-62781 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62780 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 17 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

83. VAR-62782 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62781 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 18 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

84. VAR-62783 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62782 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 19 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

85. VAR-62785 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62783 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 20 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

86. WVR-62786 - ABEYANCE ITEM - WAIVER RELATED TO ZON-62784, VAR-62756, VAR-62765 THROUGH VAR-62783 AND VAR-62785 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Waiver TO ALLOW A 177-FOOT EXTERNAL INTERSECTION OFFSET WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

87. TMP-62787 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO ZON-62784, VAR-62756, VAR-62765 THROUGH VAR-62783, VAR-62785 AND WVR-62786 - AZURE & TORREY PINES NORTH - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Tentative Map FOR A 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

88. SDR-62647 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: CAROLYNN TOWBIN - OWNER: CARDAN LINDELL NORTH, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 10,304 SQUARE-FOOT COMMERCIAL BUILDING WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED on 4.01 acres located at 5550 West Sahara Avenue (APN 163-01-404-022), C-2 (General Commercial) Zone, Ward 1 (Tarkanian) [PRJ-62636]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

89. RQR-63628 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: OGDEN MART, LLC - OWNER: PRESARIO PROPERTIES, LLC - For possible action on a request for a Required Review of the approved REVIEW OF CONDITION (ROC-60336) TO DELETE CONDITION #2 at 823 East Ogden Avenue (APN 139-34-612-047), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

SET DATE

90. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

CITIZENS PARTICIPATION

91. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

COUNCIL MEMBER RECOGNITION

92. COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Hall, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
City of Las Vegas Development Services Center, 333 North Rancho Drive

City of Las Vegas Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas Agenda Item No.: **3.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

SUBJECT:
INVOCATION - PASTOR BENNY JAQUES, VICTORY OUTREACH LAS VEGAS

City of Las Vegas Agenda Item No.: **4.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

SUBJECT:
PLEDGE OF ALLEGIANCE

City of Las Vegas Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

City of Las Vegas Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF WINDER FARMS

City of Las Vegas Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE COX COMMUNICATIONS COMMUNITY VOLUNTEER PROGRAM

City of Las Vegas Agenda Item No.: **8.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

SUBJECT:
PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas

Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For Possible Action - Any items that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **10.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the March 2, 2016 Regular City Council Meeting

City of Las Vegas Agenda Item No.: **11.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Contract No. 160175-FL, Oracle On-Call Consulting Services - Department of Finance - Award recommended to: BLUE HERON CONSULTING, LLC (Not-to-Exceed $300,000 - Sanitation Enterprise Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $300,000
Funding Source: Sanitation EF
Dept./Division: Finance

PURPOSE/BACKGROUND:
This contract provides for professional "on-call" consulting services to perform Oracle Customer Care and Billing (CC&B) projects and software fixes when needed to software modules including billing, rates and credits and collections for the City of Las Vegas. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Blue Heron Consulting, LLC is located in Rochester, New York.

PCC: F. Lower
POC: Nelson Rivera - (800) 253-3449 x 235

RECOMMENDATION:
That City Council approve award of Contract No. 160175-FL, Oracle On-Call Consulting Services to Blue Heron Consulting, LLC in the annual not-to-exceed amount of $300,000 with three one-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 160175-FL
2. Certificate - Disclosure of Ownership/Principals

PROFESSIONAL SERVICES CONTRACT
FOR INFORMATION TECHNOLOGY CONSULTING SERVICES

THIS CONTRACT is being entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and **Blue Heron Consulting**, a Limited Liability Company, (hereinafter the "Company") having its principal office located at 90 Air Park Drive, Suite 200 Rochester, NY 14624.

SECTION A – Subject of Contract

The subject matter of this Contract is on-call consulting services for the City's Oracle software system in areas of functional and technical support, analysis and troubleshooting, defect remediation, and design, development, and testing.

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 the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(h) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(i) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is a Blanket Task Order contract with firm fixed labor rates. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company the following amounts, which shall include all incidental expenses:

Consultant Title	Hourly Rate (USD)
Senior Functional Architect	$195.00
Senior Technical Architect	$195.00
Solution Architect	$150.00
Project Manager	$150.00
Designer Developer	$130.00
Developer/Tester	$75.00

A firm fixed price amount will be agreed upon for each Task Order, and each emergency service order provided on behalf of the City of Las Vegas. Each type of order will require approval by the Project Manager prior to work performance. Task orders will require more documentation in accordance with Section C-3 of this contract.

(b) Payment. The Company will invoice the City monthly, for work performed to date.

(c) Reimbursable Travel Expenses. If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of $157 per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these procedures.

B-4 Invoices [CAO-5/2/12]

(a) The Company shall submit an invoice to the City in accordance with Section B-3 (b) Payment. All invoices should identify the following items:

(i) the date of the invoice and invoice number;
(ii) the purchase order number;
(iii) the Contract Item against which charges are made; and
(iv) performance dates covered.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

ATTN: Accounts Payable
Department of Finance
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

(b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Company Representative) with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
(ii) copy of the applicable Deliverable associated with the invoice

B-5 Performance Period/Delivery Schedule

(a) The performance period commences from Award Date and continues one year, with 1 option renewal year.

SECTION C – Statement of Work

C-1 Scope of Services

The company shall provide consulting services in support of the City's Oracle software systems according to the performance requirements identified in Exhibit A (emergency services) and performance requirements identified in Section C-3 of this contract (task orders).

C-2 Deliverables

The Company shall provide the following deliverables:

(a) Functional and Technical support (task order)
(b) Analysis and Troubleshooting (task order)
(c) Defect Remediation (On call emergency services)
(d) Design, development, and testing (task order)

C-3 Task Order Process

Each Task Order will be issued through the following procedure:

(a) Proposal Request – The City will request a proposal for a specific Task Order and will provide the following information pertinent to the project. Information may be jointly determined based on informal discussions with the Company:
- Statement of Work
- Description of expected Deliverables
- Project timeline / expected completion date
- Other special terms and conditions

(b) Proposal – The Company will respond to the Proposal Request with a Proposal including the following items, at minimum. The Proposal will be subject to review and negotiation by the City and the City is not required to accept any Proposal.
- Restated Statement of Work and Deliverables
- Restated timeline and completion date
- Firm fixed price showing hours by task and employee, and billing rates
- Payment Schedule showing payments to be made by milestone or deliverable.

(c) Task Order / Notice to Proceed – On acceptance of any Proposal, the City will issue a Notice to Proceed for the Task Order, which will include the following items.
- Approved City Purchase Order
- Statement of Work and Deliverables
- Delivery Schedule
- Payment Schedule

The Company may not commence any billable work until a Task Order has been received, complete with all items identified above.

SECTION D – Special Conditions

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, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 3rd Floor
Las Vegas, NV 89101
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: Attn: Christina Northrup
Blue Heron Consulting, LLC
90 Air Park Drive (Suite 200)
Rochester, NY 14624
cnorthrup@blueheron-consulting.com
(800) 253-3449 (X204)

(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 Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates **Mike Davison** as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City'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 Company designates **Nelson Rivera** as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-5/2/12]

The Company warrants that the 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, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 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 the City, are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-5/2/12]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 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 set forth in Section F, 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 Conditions

E-1 Disputes [CAO-5/2/12]

(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, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and 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 Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution 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 the City as the forum for further resolution, the claim or dispute shall be filed with 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 the Eighth Judicial District Court, Clark County Nevada.

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

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-5/2/12]

The City 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 the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-5/2/12]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a) above, may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than sixty (60) days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within thirty (30) days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance [CAO-04/08/15]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Supplier's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Supplier's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iii) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A- VII or higher, (i.e., A- VII, A- VIII, A- IX, A- X, etc.). The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or sub consultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

E-6 Indemnification [CAO-5/2/12]

(a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") 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 from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company 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, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City 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 Company.

E-7 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-8 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 the City 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 the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-5/2/12]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-10 Audit of Records [CAO-5/2/12]

(a) The Company 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 Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City 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 Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company 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 the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 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-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 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-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. 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-16 Conflict of Interest (City Officials) [CAO-5/2/12]

(a) An official of the City, who is authorized on behalf of the City 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 the City, who is authorized on behalf of the City 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 the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-5/2/12]

The City 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). The City'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-18 Confidentiality – City Information [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 Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company 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 the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

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

E-20 Limitation of Funding [CAO-7/24/08]

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

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Section E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 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.

E-23 Non-Discrimination and Fair Employment Practices [07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Section E-16(c)]		2
Exhibit A	Emergency Support Services Statement of Work		

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

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO — Date
Manager, Purchasing and Contracts

COMPANY

Stephen E. Ford — 3/16/16
Name, Title — Date
President / CEO

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sloan — 3-15-16
Deputy City Attorney — Date

EXHIBIT A
EMERGENCY SUPPORT SERVICES STATEMENT OF WORK

SCOPE OF SERVICES:

Blue Heron Consulting ("BHC") will provide the following on-call consulting Services ("Services") to the City of Las Vegas ("City"):

- Oracle Utilities software functional and technical support
- Oracle Utilities software production system services and support (e.g. CC&B, WAM, etc.)
- Tasks include, but are not limited to: Functional and technical support, analysis and troubleshooting, defect remediation, and design, development, and testing.

Prior approval will be received from the City Project Manager before any BHC Services begin on behalf of the City of Las Vegas.

The City acknowledges that the following service levels are targets and that BHC will use commercially reasonable efforts to meet these targets based upon the availability of its consultants with knowledge of the City's CC&B production system:

- Response and resolution of 4-10 hours for production payment issues
- Response and resolution of 24 hours for production bills
- Response and resolution of 1 week for non-emergency and simple complexity tasks. Moderate to complex tasks requiring longer than 1 week to resolve will be accomplished by Task Order issued in accordance with Contract Section C-3.

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"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 with the City of Las Vegas.

"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 company – 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 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.

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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	Block 2: Description / Subject Matter of Contract
Name: BLUE HERON CONSULTING CORPORATION	Services for: Project Name – CC&B Assessment services – Misc ORACLE utility product support and staff augmentation services
Address: 90 Airpark Dr, Suite 200, Rochester NY 14624	
Telephone: 585 464 8035	Project Number:
EIN or DUNS : 16 15 73553	

Block 3: Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ 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.	Stephen Northrup/ President/CEO	90 Airpark Dr, Suite 200, Rochester NY 14624	585 464 8035
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

Stephen E Northrup
Name

3/16/16
Date

Subscribed and sworn to before me this 16 day of March 20 16

Mary Lou Christ
Notary Public

MARY LOU CHRIST
Notary Public - State of New York
No. 01CH6230678
Qualified in Monroe County
My Commission Expires November 8, 2016

City of Las Vegas Agenda Item No.: **12.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Use Contract No. 160172-DD authorizing use of the Houston-Galveston Area Council of Governments (H-GAC) Bid No. AM 10-14 for Ambulances, EMS and Other Special Service Vehicles - Department of Fire and Rescue - Award recommended to: DEMERS AMBULANCE ($1,126,971.94 - Fire Services Capital Projects Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $1,126,971.94
Funding Source: Fire Services CPF
Dept./Division: Fire and Rescue

PURPOSE/BACKGROUND:
This agreement will allow the City to use the H-GAC bid for the purchase of six Demers model MX164 ambulances for use by the Fire Department to replace aging rescues. This purchase is exempt from the competitive bidding process pursuant to NRS 332.195 which allows local governments for use contracts of other government entities. Demers Ambulance is located in Plattsburgh, New York.

PCC: D. Dixon
POC: Jim Featherstone - (540) 454-8156

RECOMMENDATION:
That the City Council approve award of Use Contract No. 160172-DD authorizing use of the Houston-Galveston Area Council of Governments (H-GAC) Bid No. AM 10-14 for Ambulances, EMS and Other Special Service Vehicles to Demers Ambulance in the amount of $1,126,971.94. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Use Contract No. 160172-DD

MUTUAL USE CONTRACT

THIS Contract is made and entered into this _____ day of _____, 2016, by and between the CITY OF LAS VEGAS (herein the "City"), a municipal corporation within the State of Nevada, and DEMERS AMBULANCE USA, INC. (herein the "Supplier"), a corporation organized and existing under the laws of the State of Delaware.

RECITALS

WHEREAS, the Supplier and Houston - Galveston Area Council of Governments (herein "Originating Government Entity") have entered into that Contract dated October 1, 2014 Ambulances, EMS, and other Special Service Vehicles, Bid No: AM10-14), which provides for Custom, Semi-Custom and Stock, Ambulances, EMS and other Service Vehicles (herein the "Supplier Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities with the authorization of the Supplier; and

WHEREAS, the City desires to use the Supplier Contract between the Supplier and the Originating Government Entity; and

WHEREAS, the City and Supplier intend to enter into an agreement between themselves using the terms, conditions and specifications of the Supplier Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Contract shall consist of the following: (i) Exhibit A, Special Conditions (2 pages), (ii) Exhibit B, Supplier Contract, which consists of the H-GAC Contract Pricing Worksheet (6 pages), base unit price increase letter and price sheet (2 pages), and Contract between Houston-Galveston Area Council and Demers Ambulance USA, Inc.. (579 pages), and (iii) Exhibit C, Equipment Warranties and claim forms, (12 pages). The Company agrees to sell, and the City agrees to purchase, the equipment with options identified in the H-GAC Contract Pricing Worksheet subject to the terms and condition of this Contract.

2. As required pursuant to NRS 332.195, the Supplier hereby authorizes and consents to the City using the terms, conditions and covenants of the Supplier Contract as the basis for this Contract, and the City hereby agrees, in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Supplier Contract to the extent that the same are incorporated herein as a part of this Contract.

3. The Supplier Contract is based upon the estimated procurement figures of the Originating Government Entity. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Supplier Contract. The City reserves the right, however, to terminate this Contract and bid or negotiate a new contract if procurements by the City under this Contract are significantly greater than the estimated amounts in the Supplier Contract.

4. This Contract and the rights granted hereunder to the City shall continue in force and effect for the period of time set forth in the Supplier Contract. In the event that the Supplier Contract is terminated for any reason, including the Originating Government Entity's failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Contract in force and effect despite such termination, and to exercise any and all of the options which the Originating Government Entity fails to exercise thereunder.

5. The City reserves its right to terminate this Contract and its use of the Supplier Contract for any reason whatsoever, and such termination shall be effective ten (10) days after written notice is provided to the Supplier. The City's exercise of its right to terminate herein shall have no effect on the Supplier Contract between the Supplier and the Originating Government Entity.

6. Any change or modification to the Supplier Contract between the Supplier and the Originating Government Entity shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Contract.

7. Any notice or other communication given in connection with this Contract shall be made in writing. 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, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: Manager, Purchasing and Contracts
City Hall, Third Floor
495 South Main Street
Las Vegas, NV 89101
Fax: 702-384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: Attn: Benoit Lafortune
Demers Ambulances USA
3 Area Development Drive
Plattsburgh, NY 12901
Fax: (570) 640-8099
Email: blafortune@demers-ambulances.com

The parties shall provide written notification of any change in the information stated above. 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.

8. The Supplier agrees to provide and maintain insurance coverages as defined in Exhibit “A” Section 2, Insurance, for the entire term of this Contract.

9. Unless the content indicates otherwise, references in the Supplier Contract to the Originating Government Entity shall be understood and interpreted to refer to the City for purposes of this Contract.

10. 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

11. Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Supplier acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Supplier recognizes that if the Supplier or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Supplier in breach of contract and terminate Contract.

12. Fair Employment Practices: In connection with the performance of work under this Contract, the Supplier agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Supplier further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Supplier shall constitute a material breach of this Contract

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

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO — Date
Manager, Purchasing and Contracts

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 3-21-16
Deputy City Attorney — Date

DEMERS AMBULANCE USA, INC.

BENOIT LAFORTUNE, — Date
Executive Vice President of Sales

LIST OF DOCUMENTS

Title	Pages
Exhibit A Special Conditions	2
Exhibit B Pricing Worksheet & Supplier Contract	587
Exhibit C Equipment Warranties & Claim Forms	12

EXHIBIT A - SPECIAL CONDITIONS

1. Invoices [CAO-5/2/12]

a) The Supplier shall submit a detailed invoice to the City, after shipment of Goods. All invoices should identify the following items:

(i) the date of the invoice and invoice number;

(ii) the purchase order number; and

(iii) the Contract Item against which charges are made.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Supplier will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Supplier shall submit the original invoice to:

ATTN: Accounts Payable
Department of Finance
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

2. Insurance R

The Supplier shall procure and maintain Workers' Compensation, General Liability and Auto Liability Insurance, at its own expense, for all work related to the performance of this Contract.

3. Indemnification [CAO-5/2/12]

a) In addition to the insurance requirements set forth in Section 2. (Insurance), the Supplier shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") 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 from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Supplier, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

b) If a third party claim against the City for negligent performance by the Supplier is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Supplier 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, the City, for its protection, may retain any money due and owing the Supplier under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Supplier, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

c) It is expressly agreed that the Supplier shall defend the City against the Liabilities and in the event that the Supplier fails to do so, the City 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 Supplier.

4. Delivery Schedule

The Supplier shall deliver the Goods to the City no later than 120 calendar days after acceptance of Award Date.

5. Liquidated Damages

(a) The Supplier hereby acknowledges that time is of the essence in the delivery of the Goods under this Agreement. The Supplier further acknowledges that in the event the Goods are not delivered by the deadline set forth in Paragraph 4, "Delivery Schedule", the City will suffer damages which are difficult to ascertain, such as, but not necessarily limited to the failure of use of the goods. Because it is difficult or impractical to determine the amount of actual damages which would be incurred by the City, the Supplier shall pay liquidated damages to the City in the amount of $500.00 per vehicle, per calendar day for each day beyond the deadline through:

(i) the date that the Goods are finally delivered to the City,
(ii) the date of termination of the Agreement, or
(iii) the date that substitute Goods are procured and received by the City, whichever is the first to occur.

(b) This clause is intended to compensate for the uncertain damages suffered by the City for failure to deliver the Goods in a timely manner and is in addition to, and not in lieu of, any increased cost which may be incurred by the City in procuring substitute Goods. The Supplier will not be charged with liquidated damages when the delay in delivery is beyond the control and without the fault or negligence of the Supplier. Should the City determine that liquidated damages are to be assessed, the City will provide notice to the Supplier, and will process a credit against any unpaid Supplier invoice(s) approximately ten (10) working days after notice is sent.

6. Inspection and Acceptance

(a) The Goods will be inspected at time of delivery, by an authorized representative of the City, for workmanship, appearance, proper functioning and conformance to all other requirements of this Agreement. In the event deficiencies are detected, the Goods will be rejected to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is completed, and the Goods are re-inspected and accepted by the City.

(b) It shall be the responsibility of the Supplier to arrange for the return and to pay all costs for return due to its error.

7. Pricing

(a) The City will pay the Supplier a total amount of One Million One Hundred Twenty Six Thousand Nine Hundred Seventy One Dollars and Ninety Four Cents ($1,126,971.94) for the Goods specified in Exhibit B. Payment will be according to the schedule set forth in paragraph 7 (b).

(b) The Supplier will invoice and the City will pay in accordance with the following schedule:

Product code	Description	Quantity	Unit Price	Total Price
EA17	Demers, Type lll, MX164 GM Diesel V8 C/W 4500 164" L X 95" W X 72" HR, per Contract Specifications.	6	$182,731.99	$1,096,391.94
	Freight, Inspection, Preparation, and H-GAC Charge	1	$30,580.00	$ 30,580.00
			TOTAL	**$1,126,971.94**

(c) The prices set forth in (b) above include all costs associated with delivering and tendering the Goods to the City, including expenses for inspection, meeting warranty requirements, and complying with all terms of this Contract

8. Warranty

There are several warranties that apply to the purchase of six (6) ambulances. These warranty provisions are detailed in Exhibit C.

Warranty time periods shall begin upon acceptance as defined in Paragraph 6, "Inspection and Acceptance". Warranty time period shall be extended to equal time for warranty work performed which removes the vehicle from service for longer than one week.

All warranty items discover during final factory inspection shall be repair or replaced at factory prior to transporting to delivery destination.

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-14	Date Prepared:	March 6, 2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Las Vegas Fire & Rescue	Contractor:	Demers Ambulance
Contact Person:	Dan Dixon	Prepared By:	Kirsten Skyba
Phone:	702-229-6173	Phone:	304.839.4051
Fax:	702-464-2575	Fax:	866.500.3347
Email:	ddixon@lasvegasnevada.gov	Email:	kirsten@redskyfiretrucks.com

Product Code:	EA17	Description:	Type III, MX164 GM Diesel V8 C/W 4500 164"L x 95"W x 72" HR, Multiplex, Heads up console, Emergency LE

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 128573

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
108: Back-up camera	520	999: Restocking feature, ALL interior cabinets aluminum flip up win	395
676: Interior camera	235	680: Glove compartment over squad bench	260
922: Fire extinguisher (5 lbs) ABC included in heavy-duty compartn	440	50: Safety net	260
451: Wiring preparation for two-way radio with two antenna cable	85	798: Single, full length molded seat cushion - squad bench	0
451: Wiring preparation for two-way radio with two antenna cable	85	35: Crawl through with pivoting door	1540
451: Wiring preparation for two-way radio with two antenna cable	85	887: Mermaid refrigerated compartment in upper partition	3435
451: Wiring preparation for two-way radio with two antenna cable	85	759: Lockable drawer in ALS cabinet	260
917: Curb side, third door: three (3) adjustable premium backboard	1040	689: Lockable compartment above ALS cabinet with 12V and 110V	410
753: Street side, second door: Stair chair holder on electrical compa	215	520: Attendant thermoformed seat equipped with child safety device	275
560: "D" Portable oxygen cylinder storage (2) located in side entry (	485	190: Aluminum rub-rails on each side	260
11: Power inverter with battery charger (Xantrex Freedom HW 1000	990	**Subtotal From Additional Sheet(s):**	$ 18,450.00
750: Yellow 20 amps Kussmaul Super Auto Eject with indicator	105	**Subtotal B:**	29915

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Chassis and module to be paint to match LVFR fleet color	3750	Solid surface countertops	560
High capacity AC Hoseline TMC 2014 including additional compres	5494	**Subtotal From Additional Sheet(s):**	$ 12,053.99
Opticom	2386	**Subtotal C:**	24243.99

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	15%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	6	**X Subtotal of A + B + C:**	182731.99	=	**Subtotal D:**	1096391.94

E. H-GAC Order Processing Charge (Amount Per Current Policy)	**Subtotal E:**	1000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Freight (transport trailer to Las Vegas Fire & Rescue)	**23,880**		
Predelivery inspection & preparation	**5,700**		
		Subtotal F:	29580

Delivery Date: 120 days after accepted PO	**G. Total Purchase Price (D+E+F):**	1126971.94

ADDITIONAL PUBLISHED OPTIONS		
Code	**Description**	**Price**
750	Yellow 20 amps Kussmaul Super Auto Eject with indicator	$ 105.00
899	6.5" color touch screen console	$ 2,050.00
897	Heads up console with 8" color touch screen	$ 2,050.00
599	Deluxe floor mounted console (radio, cup holder and compartment with armrest)	$ 260.00
639	Safety yellow grab ar package, includes additional 90" ceiling mounted grab rail	$ 260.00
917	Curb side, third door: three (3) adjustable premium backboard dividers with straps	$ 1,040.00
905	Chrome license plate holder	$ 95.00
71	Chrome wheel simulators	$ 360.00
EXE-703	Type 2: Heating unit "ESPAR" 13500 BTU	$ 1,735.00
MX164-915	Seven (7) 7x9 LED emergency lights on front of module with 3 red/1 white/3 red	$ 515.00
918	Two (2) red LED emergency lights center side mount (900 Series)	$ 465.00
475	Two (2) red LED lights at window height (900 series)	$ 515.00
761	Two (2) amber LED arrows, two 92) red LED brake lights and two (2) LED reverse lights at mid height (600 Series, horizontal)	$ 1,230.00
875	Captain's chair CPR seat configuration with interior/exterior access to lower medical cabinet storage (Street side, fourth door, deletes medical cabinet cardiac monitor location)	$ 1,540.00
783	Eight (8) red LED lights in door panels	$ 1,025.00
753	Street side, second door: Stair chair holder on electrical compartment door with one (1) half depth shelf	$215.00
ASD11	Low Frequency Tone Siren	$ 745.00
589	Two (2) grille mounted clear LED with Wig wag flash pattern (500 series)	$ 310.00
761	Two (2) amber LED arrows, two (2) red LED brake lights and two (2) LED reverse lights at mid height (600 Series, horizontal)	$ 615.00

ECD12	Traffic advisor	$ 930.00
788	Second suction pump in right side cabinet	$ 1,025.00
111	Cabinet over squad bench	$ 650.00
558	Additional universal holder for vertical oxygen cylinder type "H" or "M" on street side	$ 410.00
558	Additional universal holder for vertical oxygen cylinder type "H" or "M" on street side	$ 410.00
	Total	**$ 18,450.00**

ADDITIONAL UNPUBLISHED OPTIONS		
Quan	**Description**	**Price**
1	Fire extinguisher (Option 922) to be in heavy-duty bracket IPO compartment	$ (300.00)
1	Install customer-supplied radios IPO Option 451	$ 200.00
1	Install GPS antenna IPO Option 451	$ -
1	Configure curb side, third compartment, with one vertical divider and two adjustable shelves IPO option 917	$ 100.00
1	Recess interior door pan of CS3 for stair chair IPO Option 753	$ 207.00
1	SCBA holder in SS3 IPO Option 558 (Universal holder for oxygen cylinder)	$ 122.00
1	SCBA holder in ALS exterior access compartment IPO Option 558 (Universal holder for oxygen cylinder)	$ 122.00
1	Glove box holders to be mounted on side entry door IPO Option 680 (Glove compartment over squad bench	$ 50.00
1	Full-width cushioned CPR seat area, flip-up countertop in rear action area location and no drawer below action area configured per Las Vegas requirements IPO Option 875	$ (100.00)
1	Auxiliary 20 amp shoreline for AC/heater combo system IPO Option 750	$ 829.00
1	Customize ALS cabinet to have exterior access to upper and lower cabinets, mounting provisions for SCBA and turnout gear; 8" vertical cabinet for linens, lower cabinet to be exterior access only configured per Las Vegas requirements IPO Options 689 and 759	$ 1,782.00
1	Low frequency tone siren to be Rumbler model	$ 241.00
1	Two grille lights, blue, non wig wag IPO Option 589	$ -
2	Scene lights, DC, 12V, Whelen Super LED Pioneer Plus, PFP1, IPO standard	$ 2,106.00
1	All exterior warning lights to be QuadraFlare IPO Whelen	$ 1,114.00
2	Additional red LED emergency lights mounted over wheel well, one each side	$ 235.00
2	Delete upper amber Whelen 600 Series LED lights on rear of module	$ (128.00)
1	Directional lights, one each side of module to be Whelen OS Series IPO 700 Series	$ -
1	GoLight, remote controlled, mounted on module with mounted controls in cab, IPO Option ECD12 (traffice advisor)	$ (355.00)

1	SSCOR disposable suction container system IPO Option 788 - Second suction pump	$ (15.00)
1	SetCom 900 E Series, 3-position, intercom. Single radio interface with 3-position wired push-to-talk	$ 3,192.00
1	45-degree angled cabinet behind attendant seat IPO Option 111 - Cabinet over squad bench	$ 1,495.00
1	Roof-top mounted low profile Coleman RV-style auxiliary AC system including shoreline as needed; aluminum diamondplate shround / surround	$ 3,528.00
1	High capacity AC Hoseline TMC 2014 including add'l compressor IPO Option EXE-703 (heating unit)	$ 3,170.00
1	Provide power posts to front console or behind passenger seat; add two 12V battery direct leads for installation of flashlight chargers	$ 258.00
1	Interior vinyl to be grey IPO blue	$ -
1	IV hooks (2) to be installed over squad bench and patient head area	$ -
1	Rear upper corner Whelen 900 Series lights to be red/amber split	$ -
1	Rear 600 Series light above rear doors to be blue IPO clear	$ -
1	Oxygen cylinder to be moved as far forward in S1 compartment as possible. Add one (1) vertical divider ahead of oxygen cylinder and one (1) shelf above IPO Option 917	$ (590.00)
1	Delete lights in rear kickplate	$ (165.00)
1	Three (3) red LED lights in module entry door panels only IPO Option 783 (8 red LED lights in all door panels	$ (575.00)
1	Engineered option consolidation for Las Vegas configuration	$ (4,200.00)
1	6-point seat belts for squad bench and CPR seat IPO standard	$ 475.00
1	Rear scene lights to be LED IPO halogen	$ 690.00
1	Front module lights to be two blue, four red and one clear in center.	$ -
1	Cameras to display on DEMS touch screen in cab	$ -
1	Delete drawer in rear action area and replace with hinged, flip-open access from countertop	$ (642.00)
1	Graphics	$ 3,950.00
1	Updated base model price adjustment	$ (263.00)
1	Multi-unit discount, six (6) identical units ordered at same time	$ (9,433.00)

1	Supply and install MDT mount; Havis Model DS-PAN-111-2 for CF-30 and CF-31 laptops	$ 1,725.00
1	Supply and install Plymovent trigger only	$ 187.00
1	Stryker Power Pro 12V charger cable	$ 40.22
1	Stryker Power Pro charger bracket	$ 40.26
1	Stryker Power Pro ambulance shut-off bracket	$ 155.83
3	Suncor spring clip @ $13.59 each	$ 40.77
1	IV organizer (#PD-5)	$ 159.50
1	IV organizer (#PD-7)	$ 297.00
2	Hooks (#159295A2) @ $3.70 each	$ 7.40
2	Carabiner-style connectors (#3934T14) @ $5.40 each	$ 10.80
2 pair	18" strap, rear (#MHS118-RED(PR)) @ $7.88 per pair	$ 15.76
2	Single stud fitting with D-ring (#SSRR-RD) @ $6.23 each	$ 12.46
4	HandleLok (#1004) @ $35.56 each	$ 142.24
1	Zico Bolt Cutter Brackets (BCB)	$ 71.30
3	Survivor LED Streamlight with 12V charger @ $139.15 each	$ 417.45
1	Aerodynamic cab riser in place of option MX164-915, seven 7x9 LED emergency lights on front of module. Cab riser painted red ot match module	$ -
1	Front module lights to be split color in place of solid color	$ -
1	Stair chair holder, door mounted, S2	$ 212.00
1	Interior compartment E to feature deadbolt for securing drug box	$ 374.00
1	Knox Key Secure IV with Wi-Fi	$ 1,045.00
	Total	**$ 12,053.99**

Houston-Galveston Area Council

May 28, 2015

Ms. Donna Alderman
Bid and Contract Administrator
Demers Ambulance USA, Inc.
3 Area Development Drive
Plattsburgh, New York 12901

RE: Contract Changes on Contract AM10-14 for the Supply of Ambulances, EMS and Other Special Service Vehicles

Dear Ms. Alderman:

The Houston-Galveston Area Council has reviewed your request for contract changes in the above referenced contract. We have determined that the changes are reasonable and conform to the provisions of the contract. Therefore, the request is approved.

Sincerely,

Deidre Vick
Director of Public Services

DV/bb

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Recycled

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027-6466
Phone 713-627-3200

Attachment "A"

Demers Ambulance Manufacturer Inc.

Ambulances, EMS & Other Special Service Vehicles

Contract No.: AM10-14

May 29,

E. Demers		
A. Ambulance		
EA01	Type I, MXP150E FORD Diesel V8 P-up 2x4 F350 150"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 126,158.00
EA02	Type I, MXP150E FORD Diesel V8 P-up 4x4 F350 150"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 128,965.00
EA03	Type I, MXP150E FORD Diesel V8 P-up 4x4 F450 150"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 132,949.00
EA04	Type I, MXP150E GM Diesel V8 P-up 4x 4 3500 150"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 129,155.00
EA05	Type I, MXP150E Dodge Diesel P-up 2x 4 3500 150"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 125,505.00
EA06	Type I, MXP170E FORD Diesel V8 P-up 4x F450 170"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 144,871.00
EA07	Type I, MXP170E Dodge Diesel V8 P-up 4x4 4500 170"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 143,260.00
EA08	Type I, MXP170E International Diesel P-up 2x4 Terrastar 170"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 162,475.00
EA09	Type II, EXE Mercedes Diesel Van Sprinter 2500 76"HR Multiplex, Heads up console, LED ligth package, Aerodynamic roof design	$ 79,890.00
EA10	Type II, LT2E GM Diesel V8 Van 3500 65"HR Multiplex, Heads up console, Aerodynamic roof design	$ 78,992.00
EA11	Type II, LT2E GM Gas V8 Van 3500 65"HR Multiplex, Heads up console, Aerodynamic roof design	$ 68,228.00
EA12	Type III, MX152E Mercedes Diesel C/W Sprinter 3500, 152"L x 86"W x 72"HR Multiplex, Heads up console, LED Light package Ecosmart	$ 125,161.00
EA13	Type III, MX164 FORD Gas V8 C/W E350 164"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 115,568.00
EA14	Type III, MX164 FORD Gas V8 C/W E450 164"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 117,027.00
EA15	Type III, MX164 FORD Gas V10 C/W E450 164"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 117,641.00
EA16	Type III, MX164 GM Diesel V8 C/W 3500 164"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 126,500.00
EA17	Type III, MX164 GM Diesel V8 C/W 4500 164"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 128,573.00
EA18	Type III, MX164 GM Gas V8 C/W 4500 164"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 116,840.00
EA19	Type III, MX170 FORD Gas V8 C/W E450 170"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 128,458.00
EA20	Type III, MX170 FORD Gas V10 C/W E450 170"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 129,075.00
EA21	Type III, MX170 GM Diesel V8 C/W 4500 170"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 140,007.00
EA22	Type III, MX170 GM Gas V8 C/W 4500 170"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 128,270.00

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
DEMERS AMBULANCE MANUFACTURER INC
Beloeil, Quebec, Canada

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND **Demers Ambulance Manufacturer Inc,** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 28 Richelieu Street, Beloeil, Quebec J3G 4N5, Canada.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into an **Ambulances, EMS & Other Special Service Vehicles** Contract to become effective as of October 1, 2014, and to continue through September 30, 2016 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Ambulances, EMS & Other Special Service Vehicles** offered by the **CONTRACTOR in states other than Texas.** The **CONTRACTOR** agrees to sell **Ambulances, EMS & Other Special Service Vehicles** through the **H-GAC** Contract to **END USERS in states other than Texas.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **AM10-14,** including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **AM10-14,** including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR.** No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC,** the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR. CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with END **USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC, CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder,

CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR.**

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER. CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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

Signed for **Houston-Galveston Area Council,** Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council,** Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: Sept. 11, 2014

Signed for **Demers Ambulance Manufacturer Inc** Beloeil, Quebec, Canada: _____

Printed Name & Title: Alain Brunelle, President

Date: August 21, 2014

Attest for **Demers Ambulance Manufacturer Inc** Beloeil, Quebec, Canada: _____

Printed Name & Title: Benoit Lafortune, Executive V.P.

Date: August 21, 2014

Attachment A

Demers Ambulance Manufacturer Inc.

Ambulances, EMS & Other Special Service Vehicles

Contract No.: AM10-14

E. Demers		
A. Ambulance		
EA01	Type I, MXP150E FORD Diesel V8 P-up 2x4 F350 150"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 125,090.00
EA02	Type I, MXP150E FORD Diesel V8 P-up 4x4 F350 150"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 127,740.00
EA03	Type I, MXP150E FORD Diesel V8 P-up 4x4 F450 150"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 131,620.00
EA04	Type I, MXP150E GM Diesel V8 P-up 4x 4 3500 150"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 128,690.00
EA05	Type I, MXP150E Dodge Diesel P-up 2x 4 3500 150"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 125,505.00
EA06	Type I, MXP170E FORD Diesel V8 P-up 4x F450 170"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 142,950.00
EA07	Type I, MXP170E Dodge Diesel V8 P-up 4x4 4500 170"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 143,260.00
EA08	Type I, MXP170E International Diesel P-up 2x4 Terrastar 170"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 154,385.00
EA09	Type II, EXE Mercedes Diesel Van Sprinter 2500 76"HR Multiplex, Heads up console, LED ligth package, Aerodynamic roof design	$ 79,890.00
EA10	Type II, LT2E GM Diesel V8 Van 3500 65"HR Multiplex, Heads up console, Aerodynamic roof design	$ 78,670.00
EA11	Type II, LT2E GM Gas V8 Van 3500 65"HR Multiplex, Heads up console, Aerodynamic roof design	$ 67,625.00
EA12	Type III, MX152E Mercedes Diesel C/W Sprinter 3500, 152"L x 86"W x 72"HR Multiplex, Heads up console, LED Light package Ecosmart	$ 122,494.00
EA13	Type III, MX164 FORD Gas V8 C/W E350 164"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 114,480.00
EA14	Type III, MX164 FORD Gas V8 C/W E450 164"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 115,725.00
EA15	Type III, MX164 FORD Gas V10 C/W E450 164"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 116,500.00
EA16	Type III, MX164 GM Diesel V8 C/W 3500 164"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 126,250.00
EA17	Type III, MX164 GM Diesel V8 C/W 4500 164"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 128,310.00
EA18	Type III, MX164 GM Gas V8 C/W 4500 164"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 116,650.00
EA19	Type III, MX170 FORD Gas V8 C/W E450 170"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 127,156.00
EA20	Type III, MX170 FORD Gas V10 C/W E450 170"L x 95"W x 72"HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 127,934.00
EA21	Type III, MX170 GM Diesel V8 C/W 4500 170"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 139,744.00
EA22	Type III, MX170 GM Gas V8 C/W 4500 170"L x 95"W x 72" HR Multiplex, Heads up console, Emergency LED ligth package, Ecosmart, Autoboost	$ 128,080.00

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the **Houston-Galveston Area Council of Governments (H-GAC), Demers Ambulance Manufacturer Inc. (Contractor)** and **Demers Ambulance USA, Inc., (Assignee).**

WHEREAS, **Contractor** entered into a cooperative purchasing Contract, identified as **AM10-14**, with **H-GAC** for the sale of **Ambulances, EMS & Other Special Service Vehicles** to various End User governmental agencies participating in **H-GAC's** Cooperative Purchasing Program; and

WHEREAS, **Contractor** assigns the performance of its obligations under the Contract to **Assignee** for cooperative purchasing business effective April 1, 2015; and

WHEREAS, **Assignee** shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

NOW THEREFORE, **Assignee** agrees to accept this assignment, and **H-GAC** concurs.

All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council:** _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council:** _____
Deidre Vick, Public Services Director

Date: April 6, 2015

Signed for **Demers Ambulance Manufacturer Inc.**
Beloeil, Quebec, Canada: _____ Date: March 31, 2015
(Signature of Contractor)
Alain Brunelle
President & General Manager
Printed Name & Title

Signed for **Demers Ambulance USA, Inc.**
Plattsburgh, New York: _____ Date: March 31, 2015
(Signature of Assignee)
Benoit Lafortune
Executive Vice President, Treasurer & Secretary
Printed Name & Title

Information Sheet

Assignee:

Demers Ambulance USA, Inc.

Dun & Bradstreet No.: 24-683-3227

Contact Person:

Name: Donna Alderman
Title: Bid and Contract Administrator
TEL: 450-467-4683 x 344
FAX: 450-467-6526
EMAIL: dalderman@demers-ambulances.com

Address:

3 Area Development Drive
Plattsburgh, NY 12901

Territory:

All states except Texas

HGACBuy
THE SMART PURCHASING SOLUTION

SECTION A

GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION NO. AM10-14

DESCRIPTION: Ambulances, EMS & Other Special Service Vehicles

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Contract Pricing Worksheet. The standard **H-GAC** form to by used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC.**

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or **Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = **A**merican **N**ational **S**tandards **I**nstitute
ASTM = **A**merican **S**ociety for **T**esting and **M**aterials
ASME = **A**merican **S**ociety of **M**echanical **E**ngineers
CFR = U.S. **C**ode of **F**ederal **R**egulations
DOJ = U.S. **D**epartment **O**f **J**ustice
DOT = U.S. **D**epartment **O**f **T**ransportation

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term *"aggregate"* in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term *"single occurrence"* differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under *"single occurrence."*

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also **"Offeror"**)

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

EPA = U.S. Environmental Protection Agency
FAA = Federal Aviation Administration
FMVSS = U.S. Federal Motor Vehicle Safety Standards
H-GAC = Houston-Galveston Area Council of Governments
IEEE = Institute of Electrical and Electronics Engineers
MVD = Motor Vehicle Division of Texas Department of Transportation
NFPA = National Fire Protection Association
NHTSA = National Highway Traffic Safety Administration
NIOSH = National Institute For Occupational Safety And Health
NIST = National Institute of Standards and Technology
NTEA = National Truck Equipment Association
OSHA = U.S. Occupational Safety and Health Administration
RRC = Railroad Commission of Texas
SAE = Society of Automotive Engineers
TBPC = Texas Building and Procurement Commission (formerly GSC)
TxDOT = Texas Department Of Transportation
UL = Underwriter's Laboratories Inc.
VTCS = Vernon's Texas Civil Statutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC**'s objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror**'s sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.

b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.

c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC, and shall be considered to be in the public domain**.

e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.

f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.

g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.

h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.

i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.

j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.

k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.

l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC**'s sole discretion.

m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.

n. **H-GAC** reserves the right to:

- Reject any and all offers received in response to this Invitation.
- Reject any part of an offer received in response to this Invitation.
- Determine the correct price and/or terminology in the event of any discrepancies in any response.
- Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
- Accept responses and award contracts to as many or as few **Offeror**s as **H-GAC** may select.
- Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
- Hold discussions with **Offeror**s, although award may be made without discussion.
- Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
- Exercise any of these rights at any time without liability to any **Offeror**.

o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC**'s insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.

b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:

- Agency name
- Contact person name
- Address
- Phone & Fax numbers
- Description of product(s) or service(s) and date sold

c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor**'s possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.

c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offeror**s that may be competing for this procurement.

No Financial Interest or Other Conflict

a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.

b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement renedered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offeror**s to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.

b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC**'s Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response.** Further, it shall be **Contractor**'s responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

> **NOTE:** In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.

b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.

c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.

d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

a. Be new, unused, and not refurbished.

b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.

c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.

d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.

a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.

b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.

c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

d. Selection of Product Codes for which to submit an offer is at **Offeror**'s sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.

c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

a. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.

b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.

c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.

b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC**'s sole discretion.

b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a **"Published Option"**; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than $50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.

b. Any option that has not been listed and priced in the Response is considered to be an **"Unpublished Option"**. Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.

c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.

b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.

c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.

d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror**'s base price for any Product shall be inclusive of the standard warranty.

e. Complete warranty information will be supplied to **End User** with each Product sold.

a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.

f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.

g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor**'s behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.

h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, **with the exception of orders for motor vehicles**. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.

b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.

c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".

b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the **End User**.

c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.

d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.

e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User**'s requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.

f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.

c. All required **H-GAC** *FORMS* and documents shall be properly completed, without exception or **Offeror**'s Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC** *FORM* in any way. **Offeror** may photocopy or print blank *FORMS* as needed. Information submitted on the printed copies of the *FORMS* may not be handwritten except for signatures and initials. It is **Offeror**'s responsibility to insure that printed *FORMS* are clear and legible. Handwritten and illegible entries may be rejected. **Offeror**'s printed, stamped or typed name shall appear on every *FORM* submitted in the Response.

d. **The entire response submission** shall also be submitted on electronic media, including all required **H-GAC** *FORMS*. **Offeror** is strongly advised to make and work with copies of the original electronic *FORMS*. The originals can then be used to make additional electronic or printed copies of the blank *FORMS*. Signatures are not required on the electronic *FORMS*.

e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:

- The procedure to be used by an **End User** requiring repairs.
- Typical turn-around time on repairs.
- Service Department days and hours of operation.
- Number of qualified / factory trained service personnel normally on hand.
- Description of the parts inventory on hand.
- Training services, facilities and personnel available.

g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):

- Name and address of **Offeror**.
- Date and hour of public response opening.
- Bid/Proposal Invitation number.
- The statement: **"SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM"**.

H-GAC shall not be responsible for any Response not properly labeled.

h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.

i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror**'s expense.

j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.

k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.

l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required *FORM* or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.

m. **First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.
- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
- Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original',)
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.

n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.

b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.

c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.

d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC** *FORMS* is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror**'s information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror**'s response is inconsistent with the information supplied by **Offeror** on the **H-GAC** *FORMS*. In all cases, information on **H-GAC**'s printed *FORMS* supplied as part of **Offeror**'s response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

a. **H-GAC** may reject a response if:

- **Offeror** misstates or conceals any material fact in the Response, or if,
- **Offeror** does not strictly conform to law or the requirements of this Invitation.

b. **H-GAC** may reject any and all responses, and may reject any part of a response.

c. **H-GAC, at it's sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal

received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.

b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.

c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.

d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC**'s sole discretion.

For Proposal Responses:

e. **H-GAC** will evaluate proposals as detailed in Section B.

f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at it's sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.

b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.

c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror**(s) and shall be subject to acceptance by the successful **Offeror**(s) within thirty (30) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (30) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.

d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.

e. The contract shall include the following documents in the stated order of precedence:

1st The contract document signed by **H-GAC** and **Offeror**.
2nd This Invitation and all specifications referenced herein.
3rd **Offeror**'s response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.

b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.

c. **End User** will send a purchase document to **Contractor**, which **Contractor** will fax **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in **Contractor's H-GAC** contract, except for pricing discounts.

d. **H-GAC** will prepare an "Order Confirmation" and transmit it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.

e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to **Contractor, EXCEPT in the**

case of motor vehicles. For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.

g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.

h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.

c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.

d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.

e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.

f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.

g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's** actual costs have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.

h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.

i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.

j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at it's sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.

b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.

c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.

d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**..

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.

b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.

d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.

e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.

f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.

g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.

h. **Reporting Requirements:**

- **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
- **End User** name
- Product/Service purchased, including Product Code if applicable

- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount
- Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.

i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User** & **Contractor** information

Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC**'s Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working

days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A
GENERAL TERMS & CONDITIONS

SUPPLIER PROPOSAL

DEMERS AMBULANCES
EASY STEPS
WARRANTY GUIDE
(United States)

UNDERSTANDING YOUR DEMERS AMBULANCES LIMITED WARRANTIES

Your satisfaction is very important to us.
If you have questions or concerns with your vehicle, please do not hesitate to take the following steps:

1. Contact your Service Advisor at your authorized service center.
2. If the inquiry or concern is not resolved in a reasonable delay, please contact the **Demers Ambulances** Customer Assistance at:

Demers Ambulances
Customer Assistance Center
1-800-363-7591 (toll free - U.S.)
info@demers-ambulances.com

1. INTRODUCTION

Thank you for buying a **Demers Ambulance**.

When warranty repairs are required, you may take your vehicle to any **Demers Ambulances** authorized service center (see separate sheet for these locations). Please be aware that since certain warranty repairs require specifically trained employees, not all service centers are authorized to perform these warranty repairs. If a particular center cannot assist you, then contact the **Demers Ambulances** Customer Assistance Center at the number shown above.

This guide explains in detail the warranty coverage that apply to your Demers Ambulances.

Demers Ambulances provides the following Limited Warranties (Hereafter collectively referred to as the "Limited Warranties"):

1. **Modular Body Structure Limited Warranty**
2. **Modular Body Paint Limited Warranty**
3. **Electrical Limited Warranty**
4. **Demers Ambulances Materials/Workmanship Limited Warranty**
5. **OEM Materials/Workmanship assembled by other than Demers Ambulances Limited Warranty**

Chassis Manufacturer provides the New Vehicle Limited Warranty as well as the Federal and California Emissions Defect Warranties and Emissions Performance Warranties.
Please see the separate Chassis Manufacturer warranty booklet for coverage.

2. IMPORTANT INFORMATION YOU SHOULD KNOW:

IF YOU NEED CUSTOMER ASSISTANCE:

For customer assistance, please follow the procedures outlined in the section 3 of this warranty guide.

DEFINITION:

Demers Ambulances refers to legal name Demers Ambulances Manufacturer Inc.
OEM refers to Original Equipment Manufacturer
OWNER refers to Original purchaser and/or Original license operators

KNOW WHEN EACH LIMITED WARRANTY BEGINS AND HOW LONG IT LASTS:

The **Start Date** for each Limited Warranty is the day the unit is first put into service (requires proper documentation to be filled and returned to **Demers Ambulances**) or the date of invoice, if no in service document was returned to **Demers Ambulances**. Each Limited Warranty lasts for the length of time specified or until the applicable mileage has been met, whichever occurs first.

CHECK YOUR VEHICLE:

If you see any damage when you receive your vehicle, notify your **Demers Ambulances Representative** immediately.

MAINTAIN YOUR VEHICLE PROPERLY:

Your vehicle contains an **Owner's Manual** and a **Recommended Maintenance Schedule** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance.

It is your responsibility to make sure that all of the scheduled maintenances are performed and that the materials used meet applicable engineering specifications. Failure to perform scheduled maintenance as specified in the Service Guide will invalidate warranty coverage on parts affected by that lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always kept.

COVERAGE UNDER THE LIMITED WARRANTIES:

During a Limited Warranty coverage period, the authorized **Demers Ambulances** service center will repair, replace, or adjust all parts on your vehicle (except specific exclusions as stated in the exclusions section of each Limited Warranty) that are defective in factory-supplied materials or workmanship. Items and conditions that are not covered by the Limited Warranties are stated in each Limited Warranty.

When making warranty repairs on your vehicle, the authorized service center will use new or remanufactured **Demers Ambulances** parts or other parts authorized by **Demers Ambulances**.

VEHICLES TO WHICH THE LIMITED WARRANTIES DO APPLY:

The **Limited Warranties** described in this booklet apply to your vehicle if:

- It was originally registered/licensed in the United States and
- It is being operated in the United States.

LIMITATIONS ON ALL OF YOUR LIMITED WARRANTIES:

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE VEHICLE IS LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY. THE PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS ARE THE EXCLUSIVE REMEDIES UNDER ALL THE LIMITED WARRANTIES. **DEMERS AMBULANCES** SHALL NOT BE HELD RESPONSBILE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE, SUCH AS LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, LOANER VEHICLES, LODGING, FOOD, TOWING, PERSONAL PROPERTY, OR LOSS OF BUSINESS PROFITS.

The implied warranties are limited (to the extent allowed by law) to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.
Some state do not allow **Demers Ambulances** to limit how long an implied warranty may last, or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE
This information about the limitation of implied warranties and the exclusion of incidental and consequential damages is applicable to all the Limited Warranties.

Your Limited Warranties give you specific legal rights. You may have other rights that vary from state to state. The Limited Warranties are the only express warranties from **Demers Ambulances** applicable to your vehicle. **Demers Ambulances** does not authorize anyone to assume any other obligation or liability in connection with your vehicle or the Limited Warranties.

Demers Ambulances reserves the unrestricted right at any time, and from time to time, to make changes in design of and/or improvements on its products without thereby imposing any obligation upon itself to make corresponding changes or improvements in or on its products theretofore manufactured.

WHAT IS NOT COVERED UNDER ANY OF THE LIMITED WARRANTIES:

Damage Caused By:

- Abuse, negligence or unapproved alteration of original parts
- Damage from accidents
- Proven failure of a third party, certified or not by Demers Ambulances to make repairs, to adhere to comprehensively detailed remount instruction of the proponent that results in any impairment is also exempted.
- Collision or objects striking the vehicle
- Theft, vandalism, or riot
- Fire or explosion
- Freezing
- Misusing the vehicle, such as driving over curbs, overloading
- Altering or modifying the vehicle – including the engine, body, chassis, or components – after the vehicle leaves **Demers Ambulances'** control
- Non-**Demers Ambulances** approved parts installed after the vehicle leaves **Demers Ambulances**' control. For example, but not limited to, cellular phones, alarm systems, and automatic starting systems
- Tampering with the vehicle
- Disconnecting or altering the odometer or allowing the odometer to be inoperative for an extended period of time with the result that the actual mileage cannot be determined
- Using contaminated or improper fuel/fluids
- Customer-applied chemicals or accidental spills
- Driving through water deep enough to cause water to be ingested into the engine

Damaged Caused by Use and/or the Environment
Your Limited Warranties do not cover surface corrosion and deterioration that result from use and/or exposure to the elements. Here are examples:

- Stone chips, scratches (some examples are on paint and glass)
- Dings, dents
- Cuts, burns, punctures or tears
- Road salt, tree sap
- Bird and bee droppings
- Lightning, hail
- Windstorm
- Earthquake
- Water or flood

Damaged Caused by Improper Maintenance
Your Limited Warranties do not cover damage caused by failure to maintain the vehicle, improperly maintaining the vehicle, or using the wrong part, fuel, oil, lubricants, or fluids. See the **Owner's Manual** for correct fluid types and levels, and consult the **Recommended Maintenance Schedule** for proper ways to maintain your vehicle.

Maintenance/Wear
Your Limited Warranties do not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. Examples are:

- Oil changes
- Oils, lubricants, other fluids
- Oil/air filters
- Brake linings/pads or adjustments
- Tire rotation
- Cleaning/polishing
- Wiper blades
- Clutch linings or adjustments
- Engine tune-up
- Batteries
- Bulbs
- Belts
- Hoses

Other Items and Conditions Not Covered
Your Limited Warranties also do not cover:

- Vehicles that have ever been labeled or branded as "dismantled", "fire", "flood", "junk", "rebuilt", "reconstructed", or "salvaged"; this will void the Limited Warranties
- Vehicles that have been determined to be a "total loss" by an insurance company; this will void the Limited Warranties
- Tires, wheel alignment and tire balancing.
- Adjustments as part of normal preventive maintenance such as hinges / door latches and hardware
- Components and installations other than those specified and approved by **Demers Ambulances**
- Batteries; batteries are covered by their respective OEM manufacturer.
- Programs, updates and/or software used by and for upgrade of equipment such as, but not limited to: GPS, AVL, Data recorder, mapping system, driver behavior, etc. Support and Warranty coverage beyond that of Demers Ambulances, for such equipment is to be provided by their Original Equipment Manufacturer.

3. STEPS YOU MUST FOLLOW IN ORDER TO OBTAIN WARRANTY SERVICE

To obtain warranty service, you must:

1. First contact the authorized **DEMERS AMBULANCES DEALER** from whom you purchased your vehicle, or contact a **Demers Ambulances** Warranty Service Representative directly:

1-800-363-7591 (toll free - U.S.)
info@demers-ambulances.com

- Have all pertinent information ready for the representative (using warranty claim form), including:
  - Vehicle make and model (Ford E350, GM Express, etc.);
  - **Demers Ambulances** model (MX164; MX170: EXE : LT2E : etc.);
  - **Demers Ambulances** stock number;
  - VIN (Vehicle Identification Number);
  - Date of delivery;
  - In Service Date;
  - Current mileage;
  - And any other pertinent information associated with the purchase of your ambulance.

2. To be eligible for any warranty service, you or your dealer (whichever applies) must send the warranty claim form (via fax; email or regular mail) found in your Owner's Manual with the proper information within 30 days of failure.

3. Your warranty replacement parts will be sent as soon as possible. Defective parts must be returned to your **Demers Ambulances DEALER** within 30 days of shipment of the replacement part. If the defective part is received within the required 30 day period, and is confirmed as being defective by **Demers Ambulances** technical personnel, there will be no charge to you. **Demers Ambulances will cover parts repair and shipping.**

NOTE
If the claimed defective part or the claim form is not received by your **Demers Ambulances DEALER** within 30 days of shipment of the warranty replacement part, or if the part is determined not to be defective, your **Demers Ambulances DEALER** will invoice you for the entire cost, plus shipping and handling, for the replacement part. It is your responsibility to return the claimed defective part to your **Demers Ambulances DEALER** within 30 days of receipt of the replacement part in order to avoid being invoiced for the replacement part.

4. All approved warranty work must be completed by a **Demers Ambulances** authorized service center.

5. Occasionally, your dealer may need to obtain authorization from **Demers Ambulances** for major work to be completed. Please do not take it upon yourself to make arrangements for the completion of warranty work. By doing so, and without the appropriate approval from a **Demers Ambulances** Warranty Service representative, you may VOID your warranty and/or be responsible for the total cost of the service repair.

6. If you have any questions concerning **Demers Ambulances'** warranty policies, please contact a **Demers Ambulances** Warranty Service representative.

DEMERS AMBULANCES
LIMITED WARRANTIES

1. MODULAR BODY STRUCTURE LIMITED LIFETIME WARRANTY

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulance** that, under normal use and service, each new **Demers Ambulances Modular Body Structure** (exclusive of paint finish, hardware, mouldings, windows and other components and accessories) shall be structurally sound and free of all structural defects of both material and workmanship, under normal use and service and further warrants that it will maintain such structural integrity for a period of **TWENTY FIVE (25) YEARS.** The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the Modular Body Structure. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** Service Center or dealer, and which examination shall disclose to have been defective, except as hereinafter provided. Service will be provided during normal business hours.

In the event that a modular body remount by the original owner is performed prior to the expiration of the original Modular Body Structure Limited Warranty, The Modular Body Structure Limited Warranty shall remain in effect provided the remount work is completed by **Demers Ambulances** personnel or a facility approved by **Demers Ambulances**.
Should repairs become necessary under the term of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed solely by **Demers Ambulances** or a repair facility designated by **Demers Ambulances**.

This warranty is conditioned upon:

- normal use and proper maintenance of such modular body;
- prompt written notice of any defects submitted to **Demers Ambulances** or one of its authorized dealers in the area;
- no alteration or additions to the modular structure except by **Demers Ambulances** or authorized by it;

If any of such conditions are not complied with, this warranty shall become void and unenforceable.

WHAT IS NOT COVERED?

The following items are specifically excluded from the **Demers Ambulances** Modular Body Structure Limited Warranty:

- All paint, striping, hardware, hinges, latches, mouldings, windows, appointments and accessories;
- Any and all structural damage resulting from any form of accident or operator negligence.
- Any and all structural damage resulting from unmaintained galvanic corrosion.
- Any and all structural damage resulting from unmaintained oxidation.
- The expense of any transportation to or from a repair facility.
- Any defect resulting from misuse, negligence, accident, remounting, overloading beyond applicable weight rating by customer or third parties.

2. MODULAR BODY PAINT LIMITED WARRANTY 5 YEARS / 180 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulance**, that under normal use and service, each new **Demers Ambulances Modular Body Paintwork** provided by **Demers Ambulances or a Demers Ambulances PAINT & COATING ACCREDITED MANUFACTURER and/or SERVICE SUPPLIER** shall be free from defects of both material and workmanship, and further warrants that it will maintain such integrity for a period of **FIVE (5) YEARS or 180 000 miles,** whichever occurs first. The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the **Demers Ambulances Modular Body Paintwork**. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** service center or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

The following paint failures are covered:

- Peeling or delaminating of the topcoat and/or other layers of paint
- Cracking or checking
- Loss of gloss caused by cracking, checking, and hazing
- Any paint failure caused by defective paint or paint curing process at **Demers Ambulances** or **Demers Ambulances** Accredited paint service supplier.

WHAT IS NOT COVERED?

The following items are specifically excluded from the **Demers Ambulances** Modular Body Paint Limited Warranty:

- Hazing, chalking, or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing, or aggressive mechanical wash systems
- Paint deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature
- Accidents, scratches, chips, bruises, and gloss reduction due to normal vehicle use and maintenance
- Custom finishes, exotic finishes or any other finish than standard refinish procedure
- Failures resulting from product misuse or abuse
- Repairs done to previously refinished areas unless stripped to bare metal or appropriate substrate
- Failures on finishes performed by Non-**Demers Ambulances Service Center**
- Paint failures resulting from improper application of striping, tapes, decals or custom painted designs / numerals.
- Defects resulting from normal and customary wear as a result of operating the vehicle.
- The expense of any transportation to or from a repair facility.

Should repairs become necessary under the term of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed by **Demers Ambulances** or a repair facility designated by **Demers Ambulances**.

3. ELECTRICAL
LIMITED WARRANTY
5 YEARS / 180 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulance** that, under normal use and service, each new **Demers Ambulances** **Electrical System** shall be free from defects of both materials and workmanship, and further warrants that it will maintain such integrity for a period of **FIVE (5) YEARS or 180 000 MILES,** whichever occurs first. The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the **Demers Ambulances** **Electrical System**. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** service center or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed solely by **Demers Ambulances** or a repair facility designated by **Demers Ambulances.**.

Items specifically covered under the **Demers Ambulances** Electrical Warranty include:

- Electrical harnesses and harness installation
- Printed circuit board(s)
- Switches, timers, outlets
- Circuit breakers and relays
- Shoreline

WHAT IS NOT COVERED?

The following items are specifically excluded from the **DEMERS** Ambulances Electrical Limited Warranty:

- OEM electrical systems and components
- Equipment not manufactured by **DEMERS** Ambulances but which are installed by **DEMERS** Ambulances personnel. These items include, but are not limited to, the following: battery chargers; sirens; inverters; light bars and similar OEM equipment. These excluded items are typically covered by separate warranties supplied by DEMERS Ambulances and/or the OEM manufacturer of the component.
- Periodic tightening and cleaning of connection terminals as this is considered routine maintenance
- Defects arising from abuse, accident, negligence or unapproved alteration of original parts or systems.
- The expense of any transportation to or from a repair facility.

DEMERS AMBULANCES MATERIALS AND WORKMANSHIP LIMITED WARRANTY 5 YEARS / 180 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulance** that, under normal use and service, each new **Demers Ambulances** **Materials and Workmanship**, shall be free from defects and further warrants that it will maintain such integrity for a period of **FIVE (5) YEARS or 180 000 MILES,** whichever occurs first. The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any part or materials related to the **Demers Ambulances Supplied Parts and Materials**. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** distributor or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed solely by **Demers Ambulances** or a repair facility designated by **Demers Ambulances.**

WHAT IS NOT COVERED?

The following items are specifically excluded from the **Demers Ambulances** Features Limited Warranty:

- Chassis, OEM body structure, engine, interior or any other items supplied by chassis manufacturer (see chassis manufacturer's warranties)
- Any required maintenance adjustment, general tightening or headlamps adjustments
- Normal wear, or defects arising from abuse, accident, negligence or unapproved alteration of original parts or systems.
- The expense of any transportation to or from a repair facility.

4. OEM MATERIALS AND WORKMANSHIP ORIGINALLY ASSEMBLED BY OTHER THAN DEMERS AMBULANCES LIMITED WARRANTY 2 YEARS / 75 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulances** body that, under normal use and service, each new **OEM Materials And Workmanship Originally Assembled By OTHER Than Demers Ambulances**, shall be free from defects and further warrants that it will maintain such integrity for a period of **TWO (2) YEARS or 75 000 MILES,** whichever occurs first. The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the **OEM Parts And Materials originally assembled by OTHER than Demers Ambulances**. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** distributor or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

These items include, but are not limited to, the following: battery chargers; sirens; inverters; light bars; fluorescent ballasts; door handles & latches; gas cylinders; laptops; laptop mounts; docking stations; actuators and similar OEM equipment. These items are typically covered by separate warranties supplied by the OEM manufacturer of the component. When necessary, **Demers Ambulances** Customer Assistance personnel will assist you in pursuing warranty assistance with the OEM manufacturers of these components, should their stated warranty be in excess of the basic **Demers Ambulances** warranty

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed solely by **Demers Ambulances** or a repair facility designated by **Demers Ambulances.**

WHAT IS NOT COVERED?

The following items are specifically excluded from the **Demers Ambulances** Features Limited Warranty :

- Chassis, OEM body structure, engine, interior or any other items supplied by chassis manufacturer (see chassis manufacturer's warranties)
- Any required maintenance adjustment, general tightening or headlamps adjustments
- Normal wear, or defects arising from abuse, accident, negligence or unapproved alteration of original parts.
- The expense of any transportation to or from a repair facility.

DEMERS AMBULANCES

RECEIPT AND ACKNOWLEDGMENT OF LIMITED WARRANTIES DELAY WARRANTY REGISTRATION

The undersigned acknowledges receipt and understanding of DEMERS AMBULANCES Modular Body Structure Limited Warranty, Modular Body Paint Limited Warranty, Electrical Limited Warranty, Demers Ambulances Materials And Workmanship Limited Warranty and OEM Materials And Workmanship Originally Assembled By Other Than Demers Ambulances Limited Warranty. These Limited Warranties have been reviewed in detail and I understand the policies and procedures outlined in each warranty.

Accepted and agreed to this day of _____.

OWNER INFORMATION

Name : _____

Address :

_____

_____

_____

Phone Number:

_____

Representative Name :

_____

Representative Email Address:

_____

Representative Signature :

_____

DEALERSHIP INFORMATION

Name : _____

Address :

_____

_____

_____

Phone Number:

_____

Dealership Representative :

_____

Representative Email Address:

_____

Dealership Signature :

_____

VEHICLE INFORMATION

Vehicle Identification Number (VIN): _____

Demers Ambulance Vehicle Stock Number: _____

Date of delivery: _____

Mileage on the vehicle at date of delivery: _____

WARRANTY SHOULD BE ACTIVATED WITHIN 24HRS OF DELIVERY
Please fill and return to:
Fax.: 450-467-6526 or dchatelle@demers-ambulances.com

1	Vehicle serial number (V.I.N) (Number on dash, driver's side)	

2	Fleet unit number		3	Demers stock number	
4	Date in service (YY/MM/DD)		5	Milles / Miles	
6	Date of failure (YY/MM/DD)		7	Date of warranty claim	

8	Description of the issue

9	Cause(s) of the issue

10	Corrective(s) action(s)

11	Estimated repair time	

12	Claim requested by		13	Invoice N°	

14	Billing address
Phone:	

15	Shipping address
Phone:	

Part N°	QTY	DESCRIPTION

DEMERS RESERVED SECTION

1. Warranty claim authorization no. :
2. Time allowed for repairs :
3. Warranty claim authorization date :

City of Las Vegas Agenda Item No.: **13.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Contract No. 160188-FL, Property Tax Analysis and Consulting Services - Department of Finance - Award recommended to: APPLIED MARKET ANALYSIS LLC dba APPLIED ANALYSIS ($120,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $120,000
Funding Source: General Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:
This contract provides for professional consulting services for property tax study and consulting services for the City of Las Vegas. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Applied Analysis is located in Las Vegas, Nevada.

PCC: F. Lower
POC: Jeremy Aguero - (702) 967-3333

RECOMMENDATION:
That City Council approve award of Contract No. 160188-FL, Property Tax Analysis and Consulting Services to Applied Analysis in the amount of $120,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 160188-FL
2. Certificate - Disclosure of Ownership/Principals

PROPERTY TAX ANALYSIS AND CONSULTING SERVICES CONTRACT

THIS CONTRACT is being entered into this _____ day of _____, 2015 by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and APPLIED MARKET ANALYSIS LLC dba APPLIED ANALYSIS (hereinafter the "Company") a Nevada corporation, having its principal office located at 6385 South Rainbow Road, Suite #105, Las Vegas, Nevada 89118.

SECTION A – Contract Form

The subject matter of this Contract is a Property Tax Study and Consulting Services.

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 the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(h) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(i) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract provides for the payment of a firm-fixed price amount for services performed by the Company. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company $10,000 per month to undertake the tasks identified in Section C.

B-4 Invoices [CAO-5/2/12]

(a) The Company shall submit an invoice to the City in accordance with Section B-3 (b) Payment. All invoices should identify the following items:

(i) the date of the invoice and invoice number;

(ii) the purchase order number;

(iii) the Contract Item against which charges are made; and

(iv) performance dates covered.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

ATTN: Accounts Payable
Department of Finance
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

B-5 Performance Period/Delivery Schedule

(a) The performance period commences from Award Date and continues through the completion of services provided, estimated to be December 31, 2016, unless extended through mutual agreement by both parties.

(b) Delivery Schedule. The Company shall provide deliverables monthly or otherwise as needed by the City of Las Vegas or its local government partners. Miles stones and timelines for each deliverable shall be established by a working group of local government representatives. Those milestones shall be approved by the City of Las Vegas.

SECTION C – Statement of Work

C-1 General Services

(a) The Company shall serve as the City's resource and provide assistance, resolution, and follow-up services on ad valorem (property) tax related questions including budget projections, legislative and regulation issues and economic development. Specific tasks include:

(i) Compile, analyze and update ad valorem (property) tax forecast models and impact assessments specific to the impacts of SJR13;

(ii) Compile, analyze and update ad valorem (property) tax forecast models and impact assessments specific to the impacts of changes in the secondary commercial partial abatement cap calculation;

(iii) Compile, analyze and update ad valorem (property) tax forecast and impact models specific to alternative structures relating to the treatment of tax rates in and out of the partial abatement cap, changes to the tax base (e.g., going to market), reset of property value on sale, adjustment to assessment ratios, depreciation factors, secondary alternative cap calculations and other similar and related structural changes to the property tax;

(iv) Development of presentations, white papers, reports, and other summary document in support of the modeling and other analyses completed;

(v) Convene and administer a working group of local government representatives to discuss and vet property tax strategies;

(vi) Monitor, as necessary, legislative committee hearings and related working groups to collect information about potential alternatives and/or potential legislative actions being considered;

(vii) Brief, as necessary, local government officials, business stakeholders, media representatives and others relative to the potential impact of current or proposed ad valorem (property) tax structures;

(viii) Assist, as needed, in drafting alternative legislation to modify Nevada ad valorem (property) tax; and

(ix) Provide other research, analysis and consulting services, as needed, to the City of Las Vegas and its local government partners relative to property tax related issues.

C-2 Update and Refinement of Property Tax Database

The Company shall compile, update and analyze parcel-level property tax data for the state of Nevada in a database form that allows for the development of an ad valorem (property) tax projection model.

C-3 Development of a Property Tax Projection Model

The Company shall develop, update and analyze a property tax projection model that allows for both projections and the ability to text various alternative scenarios relating to alternative rates, bases, assessment ratios, exemptions, and expansions or reductions to abatement levels.

C-4 Scenario Testing and Reporting

The Company shall analyze various ad valorem (property) tax alternatives, including, without limitation, those that consider changes to:

1. Alternative tax rates
2. Alternative tax base
3. Alternative assessment ratios
4. Tax exemptions, credits, or exclusions
5. Alterative abatement levels
6. Alternative rate caps
7. Alternative depreciation levels for real property

C-5 Consulting Services

The Company shall provide general consulting to the City on fiscal policies, including, but not limited to, changes in the property tax partial abatement cap, the potential impacts of SJR13, and other potential modifications to Nevada's ad valorem (property) tax.

C-6 Legislative Monitoring

The Company will monitor interim legislative meetings to evaluate the impact of possible outcomes on the City and other jurisdictions, remaining attentive of any future proposed changes to regulatory language in regulations related to the allocation of property tax revenues and the formal practicing rules, which govern how the City pursues the collection of revenues.

SECTION D – Special Conditions

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 495 South Main Street Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	Jeremy Aguero Applied Market Analysis dba Applied Analysis 6385 Rainbow Boulevard, Suite #105 Las Vegas, Nevada 89118 Phone: (702) 967-3333 Fax: (702) 314-1439 Email: bgordon@appliedanalysis.com (Brian Gordon)

(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 Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates **Mark Vincent**, Chief Officer, as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City'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 Company designates **Jeremy Aguero** as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-5/02/12]

The Company warrants that the 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, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 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 the City, are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-5/2/12]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E, 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.

D-7 City Responsibilities

(a) The City will collect and provide any data that is solely available from the City, provided such data is reasonably available, given both time and cost constraints.

(b) The City will review draft reports and provide comments to the Company within a reasonable time.

SECTION E – General Conditions

E-1 Disputes [CAO-5/02/12]

(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, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and 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 Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution 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 the City as the forum for further resolution, the claim or dispute shall be filed with 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 the Eighth Judicial District Court, Clark County Nevada.

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

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-5/02/12R]

The City 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 the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The

Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company. At the end of the contract period (either through termination by either party or at the end of the last option year), all data history files and reports collected to date must be available for return to the City upon request, in a file format specified by the City, at no cost to the City.

E-4 Termination for Default [CAO-5/02/12]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a) above, may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than sixty (60) days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within thirty (30) days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance [CAO-5/02/12R]

The Company shall procure and maintain, at its own expense, during the entire term of the Contract, General Liability, Auto Liability, Worker's Compensation, and Professional Liability Insurance for all work related to the performance of this Contract. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

E-6 Indemnification [CAO-5/02/12]

(a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") 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 from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company 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, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City 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 Company.

E-7 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-8 Waiver [CAO-7/24/08]

Waiver of any terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City 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 the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-5/02/12]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-10 Audit of Records [CAO-5/02/12]

(a) The Company 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 Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City 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 Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company 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 the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 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-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 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-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. 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-16 Conflict of Interest (City Officials) [CAO-5/02/12]

(a) An official of the City, who is authorized on behalf of the City 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 the City, who is authorized on behalf of the City 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 the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-5/02/12]

The City 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). The City'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-18 Confidentiality – City Information [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 Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company 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 the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

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

E-20 Limitation of Funding [CAO-7/24/08]

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

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 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.

E-23 Non-Discrimination and Fair Employment Practices [07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

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

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO — Date
Manager, Purchasing and Contracts

APPLIED ANALYSIS

JERMEY AGUERO — 3/10/16 Date
Principal

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain — 3-17-16 Date
Deputy City Attorney

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"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 with the City of Las Vegas.

"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 company – 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 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.

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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity		**Block 2: Description / Subject Matter of Contract**
Name:	Applied Market Analysis, LLC dba Applied Analysis	**Services for:** Project Name Property Tax Analysis and Consulting Services
Address:	6385 S. Rainbow Blvd.; Suite 105 Las Vegas, NV 89118	
Telephone:	(702) 967-3333	**Project Number:** 160188-FL
EIN or DUNS :		

Block 3: Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ 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.	Jeremy A. Aguero	6385 S. Rainbow Blvd.; Suite 105; Las Vegas, NV 89118	(702) 967-3333
2.	Brian R. Gordon	6385 S. Rainbow Blvd.; Suite 105; Las Vegas, NV 89118	(702) 967-3333
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

Brian R. Gordon
Name

March 18, 2016
Date

Subscribed and sworn to before me this 18 day of March, 2016

Judy M. Schaefer
Notary Public

JUDY M. SCHAEFER
Notary Public, State of Nevada
Appointment No. 03-80478-1
My Appt. Expires Feb 7, 2019

City of Las Vegas Agenda Item No.: **14.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Contract No. 160026-PH, Northwest Business Park Master Plan, located near the intersection of US 95 and Paiute Drive - Department of Economic and Urban Development - Award recommended to: VTN NEVADA ($198,000 - Federal State and Local Initiatives Special Revenue Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $198,000
Funding Source: Federal State and Local Initiatives SRF
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
The consultant will deliver a master plan and phase one plan for a proposed Northwest Business Park located on 640 acres the City recently obtained in the Tule Springs Land Bill. This project is funded by an Economic and Urban Development grant with the ultimate goal of moving a proposed Unmanned Aerial Research Robotics Center to the tract to stimulate further development. VTN Nevada was selected as a result of a public Request for Proposals process, and is located in Las Vegas, Nevada.

PCC: P. Hoffman
POC: Jim Thomas - (702) 873-7550

RECOMMENDATION:
That City Council approve award of Contract No. 160026-PH, Northwest Business Park Master Plan to VTN Nevada in the amount of $198,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 160026-PH
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR PROFESSIONAL SERVICES
NORTHWEST BUSINESS PARK MASTER PLAN

THIS CONTRACT is being entered into this _____ day of _____, 2016, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and VTN NEVADA, a corporation organized and existing under the laws of the State of Nevada (hereinafter the "Company") having its principal office located at 2727 South Rainbow Boulevard, Las Vegas, Nevada 89146.

SECTION A – Subject of Contract

The U.S. Congress recently approved in the Tule Springs Land Bill the grant of 640 acres to the City of Las Vegas for the purposes of creating economic opportunities. In a parallel effort, the City of Las Vegas was awarded by the US Economic Development Administration $1,000,000 for an economic development idea cash prize competition, the winner of which proposed the development of an Unmanned Aerial Research Robotics Center (UARRC) at Cashman center near downtown Las Vegas. The subject matter of this Contract is the development of a master plan for a proposed business park, with the ultimate goal of moving the UARRC project to the 640 acre tract to serve as an initial stimulus for the development business park, to capitalize on Unmanned Aerial Vehicle (UAV) systems, and other technologies relevant to its location midway between Creech and Nellis Air Force bases.

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 the City.

(b) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(c) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(d) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(e) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(f) "*Project Manager*" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is firm fixed price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company the following amounts, which shall include all incidental expenses:

Item No.	Milestone Description	Amount
1	Document Research/Project Start-Up	$12,500
2	Boundary Survey	$15,000
3	Conceptual Master Drainage Study	$15,000
4	Conceptual Master Traffic Study	$12,500
5	Master Utility Study	$15,000

6	Final Conceptual Bubble Master Plan	$8,250
7	Final Conceptual Master Plan	$35,500
8	Conceptual Site Plan Rendering and Illustratives	$13,000
9	Marketing/Feasibility Study	$45,000
10	Phase One Documents	$26,250
11	Reimbursable Expenses, not to exceed	included
	Total Not to Exceed	**$198,000**

(b) Payment. The Company will invoice the City on completion of the deliverables outlined in Section B-3(a), above. The final invoice must be submitted no later than September 30, 2016.

(c) Reimbursable Expenses. There are no travel expenses authorized under this Contract. Reimbursable expenses exceeding the amount listed in B-3(a) item 11, above, must be approved in writing, in advance by the City Project Manager.

B-4 Invoices [CAO-5/2/12]

(a) The Company shall submit an invoice to the City in accordance with Section B-3 (b) Payment. All invoices should identify the following items:

(i) the date of the invoice and invoice number;
(ii) the purchase order number;
(iii) the Contract Item against which charges are made; and
(iv) performance dates covered.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

ATTN: Accounts Payable
Department of Finance
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

The Company shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Company Representative) with a copy of the applicable Deliverable associated with the invoice

B-5 Performance Period/Delivery Schedule

(a) The performance period commences from Award Date and continues through the completion of services provided, which shall be no later than September 30, 2016.

(b) Schedule. The Company shall provide services in accordance with schedule attached as Exhibit B.

Draft Conceptual Master Plan for City review must be delivered no later than August 1, 2016; and

Final Conceptual Master Plan must be delivered no later than August 31, 2016; and

SECTION C – Scope of Work

Services and Deliverables will be provided in accordance with the Scope of Work attached as Exhibit A.

SECTION D – Special Conditions

D-1 Legal Notice [CAO-01/08/15]

(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, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 3rd Floor
Las Vegas, NV 89101
Fax: 702-384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY:
Attn: James A. Thomas, P.E.
VTN Nevada
2727 South Rainbow Boulevard
Las Vegas, NV 89146
Email: jimt@vtnnv.com

(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 Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Patrick Sinnott as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City'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 Company designates James Thomas as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-5/2/12]

The Company warrants that the 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, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 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 the City, are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-5/2/12]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 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 set forth in Section F, 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 Conditions

E-1 Disputes [CAO-08/01/13]

(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, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and 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 Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution 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 the City as the forum for further resolution, the claim or dispute shall be filed with 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 the Eighth Judicial District Court, Clark County Nevada.

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

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-5/2/12]

The City 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 the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any

substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-5/2/12]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (I) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance [CAO-04.08.15]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is

otherwise in compliance with those terms, conditions and provisions. The Supplier's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Supplier's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iii) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A- VII or higher, (i.e., A- VII, A- VIII, A- IX, A- X, etc.). The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

E-6 Indemnification [CAO-5/2/12]

(a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") 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 from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company 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, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City 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 Company.

E-7 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-8 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 the City 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 the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-08/01/13]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-10 Audit of Records [CAO-5/2/12]

(a) The Company 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 Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City 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 Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company 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 the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 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-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 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-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. 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-16 Conflict of Interest (City Officials) [CAO-5/2/12]

(a) An official of the City, who is authorized on behalf of the City 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 the City, who is authorized on behalf of the City 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 the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-5/2/12]

The City 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). The City'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 public records.

E-18 Confidentiality – City Information [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 Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company 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 the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

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

E-20 Limitation of Funding [CAO-7/24/08]

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

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Section E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 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.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Clean Air and Pollution Control

The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

E-25 Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

E-26 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The Company has completed the Disclosure of Lobbying Activities form attached hereto as Attachment 2.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Pages
Exhibit A	Statement of Work [Section C]	
Exhibit B	Schedule [Section B-5(b)]	1
Attachment 1	Certificate – Disclosure of Ownership/Principals [Section E-16(c)]	2
Attachment 2	Disclosure of Lobbying Activities [Section E-26]	1

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

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO — Date
Manager, Purchasing and Contracts

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 3/21/16
Deputy City Attorney — Date

John S. Ridilla
Deputy City Attorney

VTN NEVADA

James A. Thomas, Vice President — Date

Northwest Business Park Master Plan

Exhibit A

Scope of Work

Document Research/Project Start Up – Obtain documents of record and research available information to create a document matrix for use and reference throughout the project. Meet with the City to review detailed scope, establish project milestones and determine project deliverables.

Boundary Survey – Perform field survey and office boundary resolution for the preparation of a Record-of-Survey for the site. The work will include the research and survey of NDOT monuments as well as established monuments in order to determine the limits of NDOT right-of-way bisecting the site.

Conceptual Master Drainage Study- Prepare analysis and a drainage planning study that will identify regional and local drainage flows as well as identify drainage corridors and facilities that will be required to develop the proposed Master Plan as well as identifying any impacts/ restrictions/ or the related schedule for construction based on the proposed phasing. The analysis will include:

- Regional Flood Control / CCRFCD Master Planned Facilities
- Hydrology of offsite and onsite basins
- Proposed facilities for handling and routing flow
- Identify any limitations or restrictions as well as mitigation measures for construction of the project
- Preparation of exhibits for incorporation into the Master Study
- Prepare quantities and opinion of construction cost for overall and any associated phasing

Conceptual Master Traffic Study- Prepare a traffic planning study to produce general order-of-magnitude estimates of travel demand and traffic operations for the planned Northwest Business Park. Evaluate access alternatives for the development and estimate densities that can be supported for the various access alternatives. Analysis will include:

- Regional facilities/ impacts
- Proposed US 95 access/ options/phasing
- Local access/ arterial and collector streets
- Proposed roadway sections/ internal traffic loads/ distribution
- Intersection geometrics/striping/signals and phasing
- Preparation of Exhibits for incorporation into the Master Study
- Prepare quantities and opinion of construction cost for overall and any associated phasing

Master Utility Study- Prepare a utility analysis based on the anticipated development and facility requirements as well as identify the offsite and onsite facilities and sizing of the system in order to determine anticipated infrastructure cost and scheduling based on the ultimate phasing of the Master Plan. The analysis will include:

- Identification of existing facilities/ capacities/limitations/alternatives
- Proposed alignments for main corridors
- Sizing of proposed main extensions
- Phasing of required main extensions
- Determination of required demands and anticipated discharge volumes
- Preparation of exhibits for a Master Water System and Master Sanitary Sewer System

Conceptual Master Planning Services- Preparation of master planning documents based on the research analysis of current similar uses and markets as well as based on direction and input from the City and City's stakeholders. The planning documents will include:

Conceptual Master Planning Materials & Graphics – Bubble Plans

- Prepare master planning services in the development of bubble plan concepts to include interior collector roadways (where applicable), general parcel configuration, designated major open space areas, recreation area location(s) and other relative conceptual items requested by the Client. This task assumes the preparation of three (3) alternative bubble plan layouts where one (1) of the bubble plan layouts is selected by the City to proceed to a final conceptual land plan bubble product as described herein.

- Conceptual design materials will be prepared in a black and white or color (where appropriate) digital reproducible format. Size and scale of each design element will vary but shall be made suitable for presentation (Power Point or hard copy prints dependent on City requests) and/or submittal purposes. All materials will be prepared in a CAD digital format.

- This task shall include the three (3) alternative bubble plan layouts and no revisions. If City requests additional bubble plan layouts they shall be prepared under a separate scope of work and billed as an addition service to this proposal.

Final Conceptual Bubble Master Plan

- Based on City commentary and approval of materials created in the Conceptual Master Planning Materials & Graphics – Bubble Plans as outlined above, prepare a final conceptual bubble land plan for the overall property to include interior collector roadways (where applicable), general parcel configuration, designated major open space areas, recreation area location(s) and other relative conceptual items requested by the City. The final conceptual bubble land plan shall be prepared in a color, digital reproducible format. Size and scale of each design element will vary but shall be made suitable for presentation (Power Point or hard copy prints dependent on City requests) and/or submittal purposes.

- This task shall include one (1) Final Conceptual Bubble Master Plan after Client approval of the Conceptual Plan.

Final Conceptual Master Plan

- Based on City commentary and final approval of materials based on the Final Conceptual Bubble Land Plan, prepare a final land plan for the overall property. The Final Master Plan shall be prepared in a color, digital reproducible format. Size and scale of each design element will vary but shall be made suitable for presentation (Power Point or hard copy prints dependent on City requests) and/or submittal purposes. This task assumes one (1) initial land plan with one (1) revision based on City comment.

- Prepare the Final Conceptual Master Plan created into a working digital CAD based drawing for team usage and distribution to other consultants.

- Products:
  The Final Master Plan shall include the following:
  - Arterial and major interior collector roads;
  - Recreation locations which may include, respite areas, park or other industrial park based recreation elements – detailed site plans shall be prepared under a separate scope of services;
  - Parcelization of specific land uses per the approved programing;
  - Development summaries by property group outlining the land use, acreages, proposed intensities as prescribed by the Client and the data provided by other team members relative to the City needs assessment.
  - Preparation of an opinion of construction cost for development of the project and phased construction as identified by the developed Master Plan.

  This task shall include one (1) Final Conceptual Master Plan after Client approval of the Final Conceptual Master Plan.

Conceptual Site Plan Rendering

- Prepare a general conceptual site plan rendering based on the materials prepared and approved by the City as outlined above. The Conceptual Site Plan Rendering shall include:
  - Graphics representation of parcelization and roadway network;
  - Adjacent land uses within general project vicinity for context and regional view;
  - Basic landscape context on streetscapes using tree symbols only to add softness to overall graphic;
  - Site labels for land use and site areas by parcel;
  - Site data table with project summaries;
  - Application of Photoshop filters and textures in the development of a rendered site plan.

  Conceptual design materials will be prepared in a full color digital reproducible format. Size and scale of each design element will vary but shall be made suitable for presentation (Power Point or hard copy prints dependent on client requests) and/or submittal purposes.

Illustratives - This task includes one (1) sketch, no revisions are included. Any revisions to sketches will be performed as time and materials services.

Marketing/ Feasibility Study- Perform a high-level economic assessment of the market potential for a business park with proposed land uses, parcel sizes, and other factors relevant to the success of a business park. This will include meeting with the City of Las Vegas staff to develop a master plan for the 640-acre tract of land. Specifically detailed as follows:

- Research the unmanned aerial vehicle industry, drone industry, aerodrome industry, and related fields.
- Determine other ancillary businesses that relate to this industry.
- Determine possible users and uses that would be attracted to the Northwest Business Park.
- Determine what type of buildings and land area requirements are needed to support potential users and uses.

- Suggest the appropriate balance of uses and the timing required to development such uses.
- Provide an estimate of the cost of developing the land and general pricing of each tract of land.

Identification of a 1st phase in the 50 to 100-acre range that could be the first portion of the property developed by the City of Las Vegas.

A build-out phasing plan to be based on the highest and best use of development in conjunction with infrastructure costs.

Create a detailed plan for the 1st phase selected to include land acquisition, infrastructure development, to be used as an immediate guide for implementation of the selected 1st phase tract of land.

Phase One Documents – Based on the review and determination of the City, prepare related documents and exhibits sufficient to establish the boundaries, infrastructure and related development cost to develop what will be Phase One of the Master Plan. It is anticipated that Phase One will be between 50 to 100 acres of development and will include the parcels necessary to support the unmanned aerial vehicle industry use and related support services.

Meetings and Coordination – Provide ongoing coordination and correspondence with the City and stakeholders to review and monitor project progress and address items related to the Master Plan.

- Attend bi-weekly meetings with the City and stakeholder to discuss and review progress drawings, provide direction and address any previous comments
- Prepare agendas for all meetings
- Prepare meeting minutes and distribute for all meetings
- Present Final Conceptual Master Plan at City Council meeting, to be scheduled. Council meeting may be scheduled after September 1, 2016.

EXHIBIT B - SCHEDULE

Task Name	Duration	Start Date	Finish Date
Post award Conference		4/11/18	4/11/18
Review all available documents of record and create a matrix of all known available documents	2 wks	4/11/16	4/22/16
Prepare base maps/exhibits for the site	3 wks	4/18/16	5/6/16
Identify any known constraints or limitations as a result of the provided documents	2 wks	4/18/16	4/29/16
Meet with the City to review and evaluate initial documents	1 day	5/9/16	5/9/16
Prepare base maps/exhibits for the anticipated off sites to support development	2 wks	5/9/16	5/20/16
Identify desired and anticipated best use/potential end users/needs assessment	6 wks	4/18/16	5/27/16
Evaluate the overall regional impacts/needs for drainage infrastructure	3 wks	5/20/16	6/10/16
Evaluate overall roadway infrastructure and alternatives	3 wks	5/20/16	6/10/16
Evaluate anticipated off site infrastructure needs/development cost/ phasing	3 wks	5/20/16	6/10/16
Meet with the City to review and evaluate findings/recommendations	1 day	6/13/16	
Identify/propose development standards for the Master Plan	3 wks	6/13/16	7/1/16
Propose multiple development scenarios / acreage breakdowns/ utilization/ open space requirements.	4 wks	6/13/16	7/8/16
Finalize economic assessment/ market potential overview - potential for business park and phase 1	7 wks	6/13/16	7/29/16
Identify alternative development scenarios and determine the associated cost for construction of each alternative	3 wks	7/11/16	7/29/16
Meet with the City to review and evaluate findings/recommendations/ draft documents and exhibits	1day	8/1/16	
Identify the proposed limits and alternatives for Phase 1	2 wks	8/1/16	8/12/16
Identify and prepare the associated cost for Phase 1 alternatives	2 wks	8/1/16	8/12/16
Submit final draft report of findings and recommendations for submittal to the City	1 day	8/12/16	-
Submit an overall document to the City	1 day	8/26/16	-

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"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 with the City of Las Vegas.

"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 company – 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 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.

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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	Block 2: Description / Subject Matter of Contract
Name: VTN Nevada	Services for: Northwest Business Park Master Plan
Address: 2727 S. Rainbow Blvd. Las Vegas, NV 89146	
Telephone: 702-873-7550	Project Number: 160026-PH
EIN or DUNS : 88-0087383	

Block 3: Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ 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.	Gene D. Krametbauer / President	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
2.	James A. Thomas / Vice President	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
3.	Robert C. Hosea, III / Principal	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
4.	Anthony Zicari / Principal	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
5.	David Edwards / Principal	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550

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

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.

Gene D. Krametbauer
Name

3-17-16
Date

Subscribed and sworn to before me this 17TH day of March, 2016

Tammy Holt
Notary Public

TAMMY HOLT
Notary Public State of Nevada
No. 12-8194-1
My appt. exp. June 7, 2016

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
N/A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	N/A a. bid/offer/application b. initial award c. post-award	N/A a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: N/A - NO LOBBY ACTIVITIES **Congressional District**, *if known*: 4c	N/A - NO LOBBY ACTIVITIES **Congressional District**, *if known*:
6. Federal Department/Agency: N/A - NO LOBBY ACTIVITIES	**7. Federal Program Name/Description:** N/A CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: N/A - NO LOBBY ACTIVITIES	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): N/A - NO LOBBY ACTIVITIES	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): N/A - NO LOBBY ACTIVITIES

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: James A. Thomas
Title: Vice President
Telephone No.: 702-873-7550 Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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Gene D. Krametbauer
Name

3-17-16
Date

Subscribed and sworn to before me this 17TH day of March, 2016

Tammy Holt
Notary Public

TAMMY HOLT
Notary Public State of Nevada
No. 12-8194-1
My appt. exp. June 7, 2016

City of Las Vegas Agenda Item No.: **15.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Contract No. 160062-TB, Environmental Legal Service - Department of Public Works - Award recommended to: BRISCOE IVESTER & BAZEL LLP (Not-to-Exceed $500,000 - Sanitation Enterprise Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $500,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The purpose of this project is for the consultant to provide for a continuation of legal services concerning environmental issues that arise under Federal and Nevada laws, including but not limited to issues related to operations of its wastewater treatment facilities. The firm shall represent the City in negotiations and administrative proceedings with Federal and Nevada agencies. The City 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 affect a final compromise without the prior approval of the City or its designated representative. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Briscoe Ivester & Bazel LLP is located in San Francisco, California.

PCC: J. Hill POC: Lawrence Bazel - (415) 402-2700

RECOMMENDATION:
That City Council approve award of Contract No. 160062-JH, Environmental Legal Service to Briscoe Ivester & Bazel LLP in the not-to-exceed annual amount of $500,000 from date of award through June 20, 2021 with one one-year renewal option. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 160062-TB
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR ENVIROMENTAL LEGAL SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2016, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and BRISCOE IVESTER & BAZEL LLP, (a Limited Liability Company), (hereinafter the "Firm") having its principal office located at 155 Sansome Street, Seventh Floor, San Francisco, CA 94104.

SECTION A – Subject of Contract

The subject matter of this Contract is environmental legal services.

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 the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Firm"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Firm Representative"* means the individual authorized to act on behalf of the Firm regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Firm is required to provide to the City under the terms of the Contract.

(h) "*Firm-Fixed Price"* provides for a firm price for each task order or task that is not subject to any adjustment on the basis of the Firm's cost experience in performing the contract.

(i) *"Labor Hour"* means an actual hour (or part of an hour) worked by Firm employees directly and exclusively for the accomplishment of services required under a Task Order.

(j) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(k) *Not-To-Exceed Amount"* means the dollar expenditure limit placed on performance of an individual Task Order, which will include the Fixed Price Labor Rate and estimated amounts for other direct costs.

(l) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Firm.

(m) *Task Order"* means the document issued by the City of Las Vegas that obligates the Firm to perform athletic training services.

B-2 Contract Type

This Contract provides for the issuance of Task Orders to provide environmental legal services. Each Task Order issued will provide for payment of Labor Hours worked, reimbursable expenses as specified in B-5 Reimbursable Expenses and if necessary and approved by the Project Manager Travel expenses as specified in B-6 Travel Expense. This is a Non-Exclusive Contract.

B-3 Contract Value

The Contract value for all task orders shall not exceed Five Hundred Thousand Dollars ($500,000). The Firm shall provide written notice to City when it has reached 85 percent (85%) of the total NTE Amount. If the Firm believes on-going work cannot be completed within the NTE Amount a formal modification to the Contract would be required.

B-4 Compensation

(a) City will pay the Firm the fixed rate of Three Hundred Ninety Two dollars ($392.00) per hour. City will pay Firm the fixed hourly labor rates to be pro-rated for actual time incurred in one-tenth (1/10) of an hour increments. The Firm shall in no event exceed the NTE Amount without prior written authorization from City. Services shall include all incidental expenses. The Firm's labor hour rate is fixed through June 30, 2017, at which time the Firm may submit a request for hourly billing rate adjustments to City. Hourly billing rate adjustments are subject to negotiation and only one adjustment per subsequent year will be considered.

(b) A Firm-Fixed Price will be submitted utilizing the Firm's labor hour rate for each Task Order to the City's Project Manager.

B-5 Reimbursable Expenses

The City will reimburse the Firm for Reimbursable Expenses incurred in the performance of services. The Firm will get prior approval from the City Project Manager before incurring any Reimbursable expense. The Firm will invoice for such expenses at actual cost without an additional mark-up. The Firm will not charge for Reimbursable Expenses consisting of express deliveries to any location in the Las Vegas Valley, or for long distance telephone calls within the United States.

B-6 Travel Expenses

If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of $172.00 per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. Firm shall coordinate all travel in advance with the City's Project Manager

B-7 Invoices [CAO-5/2/12]

(a) The Firm shall submit an invoice to the City. All invoices should identify the following items:

(i) the date of the invoice and invoice number;
(ii) the purchase order number associated with Task Order;
(iii) the Task Order against which charges are made; and
(iv) the performance dates covered.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Firm will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Firm shall submit the original invoice to:

ATTN: Accounts Payable
Department of Finance
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

(b) The Firm shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Firm Representative) with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and

(ii) copy of the applicable Deliverable associated with the invoice and Task Order

B-8 Performance Period/Term of Contract

(a) TERM OF CONTRACT. The initial contract term shall be from Award Date through and including June 30, 2021. The City reserves the right to exercise (1), one-year option to extend the Contract period, on the same terms and conditions as in effect just before the then-current end of the term, for up to one (1) successive period (July 1 to June 30 of the succeeding year) by providing written notice to the Firm before the then-current end of the term. If the Contract is extended, the Firm will honor the current fixed price labor rates stated in B-3 unless otherwise modified through negotiation. The Firm may not assume the Contract has been renewed absent written notification from City. City may not extend the term of this Contract if at the time of its notice of extension it is in material breach of this Contract,

SECTION C – Statement of Work

C-1 Scope of Services

The Firm shall provide as defined by individual Task Orders established in accordance with D-3 "Task Order". The legal services to the City of Las Vegas concerning environmental issues that arise under Federal and Nevada laws, including but not limited to issues related to operations of its wastewater treatment facilities. The Firm shall represent the City in negotiations and administrative proceedings with Federal and Nevada agencies. The City further specifies the following:

(a) The City empowers the Firm to take such legal action as may be advisable in the judgement of the Firm in disputed matters, provided that the Firm will not affect a final compromise without the prior approval of the City or its designated representative. The Firm has no authority to bind the City to any agreement or payment of a third party under this Contract.

(b) The Firm will provide the City with status reports to the City as requested.

SECTION D – Special Conditions

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, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 3rd Floor
Las Vegas, NV 89101
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE FIRM:
Attn: Lawrence S. Bazel, Esq.
Briscoe Ivestor & Bazel LLP
155 Sansome Street, Seventh Floor
San Francisco, California 94104
Fax: (415) 398-5630
Email: lbazel@briscoelaw.net

(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 Project Manager/Firm Representative [CAO-7/24/08]

(a) The City designates **David L. Mendenhall** as the Project Manager for this Contract. The City 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 the City regarding any matters relating to this Contract, will provide all general direction to the Firm regarding Contract performance, and will provide guidance regarding the City'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 **Lawrence S. Bazel, Esq.** as the Firm Representative for this Contract. The Firm will provide written notice to the City should there be a subsequent Firm Representative change. The City 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-3 Task Orders

Each Task Order will be issued through the following procedure:

(a) **Service Proposal** – The City will request a proposal for a specific Task Order and will provide the following information pertinent to the task:

(i) Proposal instructions
(ii) A statement of work
(iii) A description of expected deliverables
(iv) A completion date
(v) Other special terms and conditions

The Firm will respond with a proposal based on the labor rates defined in B-4 "Compensation". The proposal will be subject to negotiation.

(b) **Task Order Required Information** – The City will evaluate each Task Order proposal. The City is under no obligation to award a Task Order. Each Task Order issued by the City will contain the following information and will be funded through a corresponding purchase order:

(i) Order date
(ii) Contract number and task order number
(iii) Purchase Order Number
(iv) Statement of Work and Deliverables
(v) Period of performance, place of performance and delivery schedule
(vi) A Firm-Fixed Price

(c) **Authorization for work to begin** – A purchase order will be issued to authorize work to begin on an approved Task Order.

D-4 Warranty – Services [CAO-5/2/12]

The Firm warrants that the 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, or in the event of non-performance or failure of the Firm to perform the services in accordance with this Contract, the Firm shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-5 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 the City, are exclusively the property of the City.

D-6 Licenses/Registrations [CAO-5/2/12]

During the entire performance period of this Contract, the Firm shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-7 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 set forth in Section F, 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 Conditions

E-1 Disputes [CAO-5/2/12]

(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, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and 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 the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Firm as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Firm in the notice of its intent to proceed with further resolution 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 the City as the forum for further resolution, the claim or dispute shall be filed with 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 the Eighth Judicial District Court, Clark County Nevada.

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

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Firm immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Firm in writing of the action which will be taken to remedy the situation.

(b) The Firm shall advise the City 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-5/2/12]

The City 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 the City 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 the City. In the event of such termination, the City agrees to pay the Firm within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Firm.

E-4 Termination for Default [CAO-5/2/12]

(a) The City may, by written notice of default to the Firm, terminate this Contract in whole or in part if the Firm fails to:

(i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a) above, may be exercised if the Firm does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Firm shall be liable to the City for any excess costs for those services or goods. However, the Firm shall continue any work not terminated.

(d) The Firm shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Firm. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Firm's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than sixty (60) days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within thirty (30) days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Firm fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Firm pursuant to Section D-1 (Legal Notice) above, the Firm shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Firm shall continue with its performance under the Contract.

E-5 Insurance [CAO-04/08/15]

(a) The Firm shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Firm and the City from potential Firm employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Firm is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Supplier's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Firm's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made"

basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Supplier's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iii) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Firm must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Firm shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Firm shall annually provide ITS with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. The Firm and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A- VII or higher, (i.e., A- VII, A- VIII, A- IX, A- X, etc.). The adequacy of the insurance supplied by the Firm, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of the City.

(e) If the Firm fails to carry the required insurance, the City may (i) order the Firm to stop further performance hereunder, declare the Firm in breach, pursuant to Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Firm or charge the replacement insurance costs back to the Firm.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Firm is encouraged to purchase any additional insurance it deems necessary.

(h) The Firm is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Firm, its subcontractors or anyone employed, directed or supervised by the Firm.

E-6 Indemnification [CAO-5/2/12]

(a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Firm shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") 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 from or sought against the City, 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, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Firm is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City 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, the City, 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 the City.

(c) It is expressly agreed that the Firm shall defend the City against the Liabilities and in the event that the Firm fails to do so, the City 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-7 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-8 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 the City 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 the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-5/2/12]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Firm shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Firm shall make any and all payroll deductions required by law. The Firm agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Firm, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-10 Audit of Records [CAO-5/2/12]

(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 the City to be retained by the City for the period of time required herein.

(b) The City 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. The City 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 the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Firm may elect to reimburse the City 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 the City are incomplete, the Firm agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City 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 Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Firm, the Firm agrees that the difference shall be either: (a) repaid immediately by the Firm to the City or (b) at the City's option, credited against any future billings due the Firm.

E-11 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 the City. The Firm shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City 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 Firm shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 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-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Firm shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 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-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City 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-16 Conflict of Interest (City Officials) [CAO-5/2/12]

(a) An official of the City, who is authorized on behalf of the City 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 the City, who is authorized on behalf of the City 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 the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Firm represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Firm on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-5/2/12]

The City 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). The City'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-18 Confidentiality – City Information [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 the City. 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 the City is obtained. Upon request by the City, the Firm shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Firm prior to obtaining the same from the City; (iii) the information is obtained by the Firm from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Firm shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 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 the City. This restriction does not apply to the use of the City'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-20 Limitation of Funding [CAO-7/24/08]

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

E-22 Changes – Task Order Contract [CAO-6/5/02]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract, or a Task Order in any one or more of the following:

(i) Description of services to be performed.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract or Task Order, whether or not changed by the order, the City may make an equitable adjustment in the Fixed Fee, Not-To-Exceed Amount and/or the delivery schedule, and shall modify the Contract or Task Order.

(c) The Firm must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract or Task Order.

(d) If the Firm's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1, "Disputes"; however, nothing in this clause shall excuse the Firm from proceeding with the Contract or Task Order as changed.

(f) The Firm shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Firm's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-21 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.

E-22 Non-Discrimination and Fair Employment Practices [07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Firm acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Firm recognizes that if the Firm or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Firm in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Firm agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Firm further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Firm shall constitute a material breach of this Contract.

SECTION F – List of Attachments/Exhibits (

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Section E-16(c)]		2

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

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO — Date
Manager, Purchasing and Contracts

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 3-7-16
Deputy City Attorney — Date

FIRM

9 Mar 2016

LAWRENCE S. BAZEL ESQ., — Date
Partner

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"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 with the City of Las Vegas.

"*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 company – 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 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.

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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	Block 2: Description / Subject Matter of Contract
Name: Briscoe Ivester + Bazel LLP	Services for: Environmental Legal Services
Address: 155 Sansome Street, 7th Floor San Francisco, CA 94104	
Telephone: 415-402-2700	Project Number: 160062-TB
EIN or DUNS : 81-0671424	

Block 3: Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☒ Other: LLP

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.	Lawrence S. Bazel Partner	155 Sansome Street, 7th Floor San Francisco, CA 94104	415-402-2711
2.	John Briscoe Partner	"	415-402-2701
3.	David M. Ivester Partner	"	415-402-2702
4.	Peter S. Prows Partner	"	415-402-2708
5.	Lisabeth D. Rothman Partner	"	415-402-2715
6.	Richard S. Wallace Partner	"	415-402-2718
7.			
8.			
9.			
10.			

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

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.

[signature]
Name

9 March 2016
Date

Subscribed and sworn to before me this 9th day of March, 2016

Trish Casey, Notary Public
Notary Public

TRISH CASEY
Comm. #1993069
Notary Public • California
San Mateo County
Comm. Expires October 20, 2016

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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Address: 155 Sansome Street, 7th Floor	
Telephone: San Francisco, CA 94104 415-402-2700	Project Number: 160062-TB
EIN or DUNS : 81-0671424	

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☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☒ Other: LLP

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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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

9 March 2016
Date

Subscribed and sworn to before me this 9th day of March 2016

Trish Casey, Notary Public
Notary Public

TRISH CASEY
Comm. #1993069
Notary Public • California
San Mateo County
Comm. Expires October 20, 2016

City of Las Vegas Agenda Item No.: **16.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Bid No. 15.42004-DC, Lexington Street Storm Drain located on the west half of Lexington Street from Lake Mead Boulevard to Blankenship Avenue and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: HARBER COMPANY, INC, dba MOUNTAIN CASCADE OF NEVADA ($1,309,521.25 - Public Works Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,309,521.25
Funding Source: Public Works CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of the installation of storm drain pipes, manholes, laterals and drop inlets. Remove and replace AC pavement, curbing and gutter, sidewalk, ramps, cross gutters and making minor utility and traffic sign adjustments. Harber Company, Inc. dba Mountain Cascade of Nevada is located in North Las Vegas, NV.

PCC: D. Collins
POC: Jim Daisey - (702) 736-8802

RECOMMENDATION:
That City Council approve award of Bid No. 15.42004-DC, Lexington Street Storm Drain to Harber Company, Inc. dba Mountain Cascade of Nevada in the amount of $1,309,521.25 and approve the construction conflicts and contingency reserve of $130,952. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT

15.42004-DC
Lexington Street Storm Drain

				Harber Company Company, Inc. dba Mountain Cascade of Nevada		Pace Contracting		Tand, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
107.01	PUBLIC OUTREACH PROGRAM	LS	1	$1,500.00	$1,500.00	$11,550.00	$11,550.00	$5,500.00	$5,500.00
109.01	OWNER INITIATED TIME EXTENSION ALLOWANCE	DAY	5	$500.00	$2,500.00	$500.00	$2,500.00	$500.00	$2,500.00
109.02	OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	DAY	5	$125.00	$625.00	$0.00	$0.00	$500.00	$2,500.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
202.01	REMOVAL OF WATER METER BOX	EA	2	$150.00	$300.00	$1,760.00	$3,520.00	$500.00	$1,000.00
202.02	REMOVAL AND SALVAGE OF SIGN AND POST	EA	7	$100.00	$700.00	$78.57	$549.99	$200.00	$1,400.00
202.03	REMOVAL OF TYPE L CURB AND GUTTER	LF	287	$6.00	$1,722.00	$8.28	$2,376.36	$3.00	$861.00
202.04	REMOVAL OF SIDEWALK	SF	1,957	$3.00	$5,871.00	$3.63	$7,103.91	$1.00	$1,957.00
202.05	REMOVAL OF CROSS GUTTER	SF	2,020	$3.50	$7,070.00	$4.53	$9,150.60	$3.00	$6,060.00
202.06	REMOVAL OF ASPHALT PAVEMENT	SY	4,399	$11.00	$48,389.00	$8.04	$35,367.96	$5.00	$21,995.00
302.01	TYPE II AGGREGATE BASE	CY	735	$73.00	$53,655.00	$79.24	$58,241.40	$32.00	$23,520.00
402.01	(6-INCH) PLANTMIX BITUMINOUS SURFACE	SY	4,399	$33.00	$145,167.00	$33.33	$146,618.67	$40.00	$175,960.00
603.01	(24-INCH) REINFORCED CONCRETE PIPE (CLASS III)	LF	289	$190.00	$54,910.00	$173.95	$50,271.55	$275.00	$79,475.00
603.02	(36-INCH) REINFORCED CONCRETE PIPE (CLASS III)	LF	293	$215.00	$62,995.00	$182.44	$53,454.92	$275.00	$80,575.00
603.03	(42-INCH) REINFORCED CONCRETE PIPE (CLASS III)	LF	1,336	$316.00	$422,176.00	$213.54	$285,289.44	$320.00	$427,520.00
603.04	(18-INCH) C-905 STORM DRAIN	LF	421	$170.00	$71,570.00	$222.91	$93,845.11	$245.00	$103,145.00
603.05	(24-INCH) C-905 STORM DRAIN	LF	84	$225.00	$18,900.00	$279.09	$23,443.56	$270.00	$22,680.00
603.06	(36-INCH) C-905 STORM DRAIN	LF	51	$390.00	$19,890.00	$330.30	$16,845.30	$200.00	$10,200.00
609.01	60-INCH TYPE III STORM DRAIN MANHOLE	EA	13	$8,000.00	$104,000.00	$10,634.46	$138,247.98	$8,800.00	$114,400.00
609.02	60-INCH NDOT TYPE 4 STORM DRAIN MANHOLE	EA	1	$22,000.00	$22,000.00	$13,862.20	$13,862.20	$26,500.00	$26,500.00
609.03	3-FOOT DROP INLET (WATERTIGHT)	EA	1	$4,900.00	$4,900.00	$11,044.00	$11,044.00	$5,500.00	$5,500.00
609.04	6-FOOT DROP INLET (WATERTIGHT)	EA	10	$6,000.00	$60,000.00	$6,297.28	$62,972.80	$9,500.00	$95,000.00

ITEM NO.	DESCRIPTION	U O M	QTY	Harber Company Company, Inc. dba Mountain Cascade of Nevada		Pace Contracting		Tand, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
609.05	9-FOOT DROP INLET (WATERTIGHT)	EA	1	$7,500.00	$7,500.00	$13,516.80	$13,516.80	$15,000.00	$15,000.00
609.06	NDOT TYPE 2 DROP INLET	EA	1	$3,500.00	$3,500.00	$6,014.80	$6,014.80	$6,500.00	$6,500.00
613.01	TYPE L CURB AND GUTTER	LF	132	$34.00	$4,488.00	$25.30	$3,339.60	$25.00	$3,300.00
613.02	CONCRETE SIDEWALK	SF	1,177	$7.25	$8,533.25	$4.95	$5,826.15	$5.50	$6,473.50
613.03	CONSTRUCT CONCRETE CROSS GUTTER (6-FOOT)	SF	2,020	$10.25	$20,705.00	$11.55	$23,331.00	$14.00	$28,280.00
622.01	CONSTRUCTION SURVEYING	LS	1	$8,000.00	$8,000.00	$27,500.00	$27,500.00	$20,000.00	$20,000.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$30,000.00	$30,000.00	$81,400.00	$81,400.00	$86,000.00	$86,000.00
627.01	INSTALL SALVAGED SIGN AND POST	EA	7	$165.00	$1,155.00	$23.57	$164.99	$220.00	$1,540.00
629.01	REPLACE WATER MAIN	LS	1	$13,000.00	$13,000.00	$7,150.00	$7,150.00	$8,500.00	$8,500.00
629.02	45-DEGREE WATER MAIN MODIFICATIONS	EA	4	$10,000.00	$40,000.00	$15,400.00	$61,600.00	$5,500.00	$22,000.00
637.01	DUST CONTROL	LS	1	$3,000.00	$3,000.00	$25,212.00	$25,212.00	$50,000.00	$50,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$800.00	$800.00	$3,190.00	$3,190.00	$25,000.00	$25,000.00
	Total Base Bid Amount				**$1,309,521.25**		**$1,344,501.09**		**$1,540,841.50**
	% Greater than Lowest Responsive & Responsible Bidder					3%			
	Certificate of Eligibility Submitted			Yes		Yes		Yes	
	Bidder's Preference Received			Yes		CLICK TO SELECT		CLICK TO SELECT	
	Responsive Bidder			Yes					
	Responsible Bidder			Yes					
	Engineer's Estimate: $1,200,000.00								

TO: Dept. Mngr. or Designee Please review and approve recommended award to

Company Name in the amount of $ 1,309,521.25

Dianne Collins, Purchasing & Contracts, Contracts Specialist — Date 3/7/16

Matt Klainer, Purchasing & Contracts, Quality Assurance — Date 3/7/16

David Bowers, Director, Public Works — Date 3-8-16

City of Las Vegas Agenda Item No.: **17.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Bid No. 16.52608-TF, Pedestrian Safety Upgrades Package 2A located at various elementary school sites and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: DREW ASPHALT PAVING INC. ($924,999.77 - Traffic Improvements Capital Projects Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $924,999.77
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Work on this project includes construction of curb extensions and/or median islands at 12 elementary schools to include ADA ramps, new pavement markings and relocation of and/or new signs. This project is funded by Fuel Revenue Index Funds. Drew Asphalt Paving, Inc. is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Monte Drew - (702) 656-0220

RECOMMENDATION:
That City Council approve award of Bid No. 16.52608-TF, Pedestrian Safety Upgrades Package 2A to Drew Asphalt Paving, Inc. in the amount of $924,999.77 and approve the construction conflicts and contingency reserve of $92,499. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT
16.52608-TF
Pedestrian Safety Upgrades
Pkg 2A - Curb Extensions

				Drew Asphalt & Paving, Inc.		Unicon, LLC		Mikon Construction Company, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER INITIATED TIME EXTENSION ALLOWANCE	DAYS	5	$500.00	$2,500.00	$500.00	$2,500.00	$500.00	$2,500.00
109.02	OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	DAYS	5	$200.00	$1,000.00	$200.00	$1,000.00	$200.00	$1,000.00
110.01	TRAINING	LS	300	$1.40	$420.00	$1.40	$420.00	$1.40	$420.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$26,936.90	$26,936.90	$42,033.12	$42,033.12	$25,000.00	$25,000.00
202.01	REMOVAL OF SIDEWALK	SF	10,650	$3.23	$34,399.50	$1.88	$20,022.00	$2.15	$22,897.50
202.02	REMOVAL OF CURB & GUTTER	LF	1,370	$12.21	$16,727.70	$3.23	$4,425.10	$14.63	$20,043.10
202.03	REMOVAL OF CROSS GUTTER	SF	8,470	$6.13	$51,921.10	$5.57	$47,177.90	$4.68	$39,639.60
202.04	REMOVAL OF ASPHALT PAVEMENT	SY	4,550	$23.50	$106,925.00	$10.56	$48,048.00	$13.50	$61,425.00
202.05	REMOVAL OF PAVEMENT MARKINGS	SF	1,720	$3.92	$6,742.40	$5.51	$9,477.20	$12.75	$21,930.00
212.01	ROCK MULCH 1-INCH (TYPE CAPPUCCINO)	SY	1,100	$5.99	$6,589.00	$11.93	$13,123.00	$14.25	$15,675.00
212.02	LANDSCAPE (SOD)	SF	280	$4.15	$1,162.00	$6.74	$1,887.20	$5.00	$1,400.00
402.01	PLANTMIX BITUMINOUS SURFACE	SY	3,560	$32.81	$116,803.60	$66.78	$237,736.80	$55.13	$196,262.80
609.01	ADJUST COVERS	EA	3	$1,151.88	$3,455.64	$702.52	$2,107.56	$350.00	$1,050.00
613.01	CONCRETE SIDEWALK	SF	21,290	$5.81	$123,694.90	$5.86	$124,759.40	$9.23	$196,506.70
613.02	TYPE L CURB & GUTTER	LF	1,860	$10.00	$18,600.00	$18.77	$34,912.20	$22.90	$42,594.00
613.03	CONCRETE CROSS GUTTER	SF	8,490	$14.15	$120,133.50	$11.73	$99,587.70	$16.50	$140,085.00
613.04	CONCRETE RESIDENTIAL DRIVEWAY	SF	270	$13.82	$3,731.40	$5.86	$1,582.20	$14.00	$3,780.00
613.05	CONCRETE TACK-ON ISLAND	SF	1,450	$5.81	$8,424.50	$5.69	$8,250.50	$7.00	$10,150.00
613.06	CONCRETE TACK-ON ISLAND CURB	LF	1,700	$20.04	$34,068.00	$14.08	$23,936.00	$15.85	$26,945.00
622.01	CONSTRUCTION SURVEYING	LS	1	$21,903.13	$21,903.13	$14,638.22	$14,638.22	$15,600.00	$15,600.00
623.01	ADJUST PULLBOX TO GRADE	EA	15	$110.58	$1,658.70	$1,290.23	$19,353.45	$350.00	$5,250.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$29,303.70	$29,303.70	$52,782.03	$52,782.03	$77,000.00	$77,000.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	EA	45	$598.98	$26,954.10	$152.48	$6,861.60	$150.00	$6,750.00
627.02	PERMANENT SIGN (PANEL)	EA	117	$368.60	$43,126.20	$140.75	$16,467.75	$140.00	$16,380.00
627.03	REMOVAL OF SIGN (GROUND MOUNTED)	EA	32	$598.98	$19,167.36	$69.20	$2,214.40	$68.00	$2,176.00
627.04	REMOVAL OF SIGN (PANEL)	EA	134	$73.72	$9,878.48	$45.74	$6,129.16	$44.00	$5,896.00
627.05	REMOVE AND RESET SIGN (GROUND MOUNTED)	EA	6	$691.13	$4,146.78	$216.99	$1,301.94	$218.00	$1,308.00
628.01	TYPE 1 WHITE 6-INCH MARKING	LF	3,450	$2.61	$9,004.50	$0.95	$3,277.50	$1.00	$3,450.00
628.02	TYPE 1 WHITE 8-INCH MARKING	LF	330	$2.71	$894.30	$2.50	$825.00	$2.50	$825.00
628.03	TYPE 1 DOUBLE YELLOW 4-INCH MARKING	LF	35	$3.32	$116.20	$10.56	$369.60	$10.00	$350.00

ITEM NO.	DESCRIPTION	U O M	QTY	Drew Asphalt & Paving, Inc.		Unicon, LLC		Mikon Construction Company, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.04	TYPE 2 FILM FOR ARROWS	EA	5	$506.83	$2,534.15	$205.26	$1,026.30	$205.00	$1,025.00
628.05	TYPE 2 FILM FOR BIKE LEGEND	EA	17	$622.01	$10,574.17	$146.62	$2,492.54	$144.00	$2,448.00
628.06	TYPE 2 FILM (VARIES)	SF	3,520	$4.42	$15,558.40	$5.85	$20,592.00	$5.75	$20,240.00
628.07	PAINTED MEDIAN ISLAND	SF	350	$2.76	$966.00	$2.35	$822.50	$2.30	$805.00
628.08	PAINTED CURB (RED)	LF	120	$9.22	$1,106.40	$2.28	$273.60	$2.25	$270.00
629.01	VERTICAL ADJUST WATER VALVE TO GRADE	EA	12	$506.86	$6,082.32	$857.20	$10,286.40	$525.00	$6,300.00
629.02	WATER VALVE 8-INCH	EA	2	$3,870.30	$7,740.60	$7,272.19	$14,544.38	$12,000.00	$24,000.00
629.03	ABANDON WATER VALVE	EA	2	$2,948.80	$5,897.60	$4,691.74	$9,383.48	$760.00	$1,520.00
629.04	REMOVE AND RELOCATE FIRE HYDRANT	EA	1	$6,680.88	$6,680.88	$4,105.27	$4,105.27	$9,085.00	$9,085.00
629.05	REPLACE WATER METER BOX	EA	1	$598.98	$598.98	$672.12	$672.12	$15,180.00	$15,180.00
631.01	STREET NAME SIGN	EA	36	$276.45	$9,952.20	$92.66	$3,335.76	$95.00	$3,420.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	230	$5.53	$1,271.90	$5.17	$1,189.10	$5.00	$1,150.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	250	$4.61	$1,152.50	$4.89	$1,222.50	$4.80	$1,200.00
633.03	BLUE REFLECTIVE RAISED PAVEMENT MARKERS	EA	4	$6.45	$25.80	$21.11	$84.44	$23.00	$92.00
637.01	DUST CONTROL	LS	1	$1,151.88	$1,151.88	$32,842.15	$32,842.15	$8,500.00	$8,500.00
637.02	NPDES PERMIT	LS	1	$3,317.40	$3,317.40	$293.23	$293.23	$2,500.00	$2,500.00
	Total Base Bid Amount				$924,999.77		$950,372.30		$1,067,023.70
	% Greater than Lowest Responsive & Responsible Bidder					3%			
	Certificate of Eligibility Submitted			Yes		No		Yes	
	Bidder's Preference Received			No		No		No	
	Responsive Bidder			Yes					
	Responsible Bidder			Yes					
	Engineer's Estimate: $832,091.50								

TO: Dept. Mngr. or Designee Please review and approve recommended award to

Drew Asphalt, Inc. In the amount of $ 924,999.77

Purchasing & Contracts Representative — Date: 3-17-16

Quality Assurance Administrator — Date: 3-17-16

Using Department Authorized Signature — Date: 3-23-16

BID ABSTRACT
16.52608-TF
Pedestrian Safety Upgrades
Pkg 2A - Curb Extensions

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Paving Corporation		J & J Enterprises Services, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER INITIATED TIME EXTENSION ALLOWANCE	DAYS	5	$500.00	$2,500.00	$500.00	$2,500.00
109.02	OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	DAYS	5	$200.00	$1,000.00	$200.00	$1,000.00
110.01	TRAINING	LS	300	$1.40	$420.00	$1.40	$420.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$46,200.00	$46,200.00	$52,000.00	$52,000.00
202.01	REMOVAL OF SIDEWALK	SF	10,650	$3.60	$38,340.00	$3.00	$31,950.00
202.02	REMOVAL OF CURB & GUTTER	LF	1,370	$10.00	$13,700.00	$13.00	$17,810.00
202.03	REMOVAL OF CROSS GUTTER	SF	8,470	$6.30	$53,361.00	$7.00	$59,290.00
202.04	REMOVAL OF ASPHALT PAVEMENT	SY	4,550	$25.50	$116,025.00	$22.00	$100,100.00
202.05	REMOVAL OF PAVEMENT MARKINGS	SF	1,720	$2.30	$3,956.00	$9.65	$16,598.00
212.01	ROCK MULCH 1-INCH (TYPE CAPPUCCINO)	SY	1,100	$11.25	$12,375.00	$15.15	$16,665.00
212.02	LANDSCAPE (SOD)	SF	280	$4.10	$1,148.00	$7.15	$2,002.00
402.01	PLANTMIX BITUMINOUS SURFACE	SY	3,560	$67.65	$240,834.00	$115.00	$409,400.00
609.01	ADJUST COVERS	EA	3	$2,565.00	$7,695.00	$3,556.00	$10,668.00
613.01	CONCRETE SIDEWALK	SF	21,290	$6.60	$140,514.00	$6.00	$127,740.00
613.02	TYPE L CURB & GUTTER	LF	1,860	$25.25	$46,965.00	$27.00	$50,220.00
613.03	CONCRETE CROSS GUTTER	SF	8,490	$13.00	$110,370.00	$13.00	$110,370.00
613.04	CONCRETE RESIDENTIAL DRIVEWAY	SF	270	$7.60	$2,052.00	$12.00	$3,240.00
613.05	CONCRETE TACK-ON ISLAND	SF	1,450	$15.20	$22,040.00	$12.00	$17,400.00
613.06	CONCRETE TACK-ON ISLAND CURB	LF	1,700	$17.20	$29,240.00	$15.00	$25,500.00
622.01	CONSTRUCTION SURVEYING	LS	1	$21,140.00	$21,140.00	$47,600.00	$47,600.00
623.01	ADJUST PULLBOX TO GRADE	EA	15	$1,395.00	$20,925.00	$375.00	$5,625.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$160,385.00	$160,385.00	$104,000.00	$104,000.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	EA	45	$172.00	$7,740.00	$250.00	$11,250.00
627.02	PERMANENT SIGN (PANEL)	EA	117	$172.00	$20,124.00	$172.50	$20,182.50
627.03	REMOVAL OF SIGN (GROUND MOUNTED)	EA	32	$49.00	$1,568.00	$75.00	$2,400.00
627.04	REMOVAL OF SIGN (PANEL)	EA	134	$49.00	$6,566.00	$25.00	$3,350.00
627.05	REMOVE AND RESET SIGN (GROUND MOUNTED)	EA	6	$172.00	$1,032.00	$95.00	$570.00
628.01	TYPE 1 WHITE 6-INCH MARKING	LF	3,450	$2.80	$9,660.00	$3.00	$10,350.00
628.02	TYPE 1 WHITE 8-INCH MARKING	LF	330	$3.80	$1,254.00	$4.00	$1,320.00
628.03	TYPE 1 DOUBLE YELLOW 4-INCH MARKING	LF	35	$3.80	$133.00	$6.00	$210.00

				Las Vegas Paving Corporation		J & J Enterprises Services, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.04	TYPE 2 FILM FOR ARROWS	EA	5	$92.00	$460.00	$110.00	$550.00
628.05	TYPE 2 FILM FOR BIKE LEGEND	EA	17	$54.00	$918.00	$120.00	$2,040.00
628.06	TYPE 2 FILM (VARIES)	SF	3,520	$5.90	$20,768.00	$5.50	$19,360.00
628.07	PAINTED MEDIAN ISLAND	SF	350	$2.70	$945.00	$2.00	$700.00
628.08	PAINTED CURB (RED)	LF	120	$2.70	$324.00	$1.00	$120.00
629.01	VERTICAL ADJUST WATER VALVE TO GRADE	EA	12	$1,440.00	$17,280.00	$1,667.00	$20,004.00
629.02	WATER VALVE 8-INCH	EA	2	$10,845.00	$21,690.00	$9,333.00	$18,666.00
629.03	ABANDON WATER VALVE	EA	2	$355.00	$710.00	$2,444.00	$4,888.00
629.04	REMOVE AND RELOCATE FIRE HYDRANT	EA	1	$8,375.00	$8,375.00	$8,222.00	$8,222.00
629.05	REPLACE WATER METER BOX	EA	1	$14,170.00	$14,170.00	$600.00	$600.00
631.01	STREET NAME SIGN	EA	36	$172.00	$6,192.00	$200.00	$7,200.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	230	$3.80	$874.00	$3.00	$690.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	250	$3.80	$950.00	$2.00	$500.00
633.03	BLUE REFLECTIVE RAISED PAVEMENT MARKERS	EA	4	$11.00	$44.00	$1.00	$4.00
637.01	DUST CONTROL	LS	1	$11,800.00	$11,800.00	$2,500.00	$2,500.00
637.02	NPDES PERMIT	LS	1	$8,050.00	$8,050.00	$24,956.00	$24,956.00
	Total Base Bid Amount				**$1,252,812.00**		**$1,372,730.50**
	% Greater than Lowest Responsive & Responsible Bidder						
	Certificate of Eligibility Submitted			Yes		Yes	
	Bidder's Preference Received						
	Responsive Bidder						
	Responsible Bidder						
	Engineer's Estimate: $832,091.50						

City of Las Vegas Agenda Item No.: **18.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Contract No. 160176-DC, Prime Design Services for Boulder Highway Storm Drain - Sahara to Charleston located at Flamingo Road and Boulder Highway North and Sahara Avenue to Charleston Boulevard - Department of Public Works - Award recommended to: ATKINS NORTH AMERICA, INC. ($1,200,000 - Road and Flood Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,200,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for design services including: preparation of contract drawings, special provisions, cost estimates and project management for the construction of a storm drain system which includes laterals, drop inlets, manholes and all necessary appurtenances to complete the project. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2014 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Atkins North America, Inc. in located in Henderson, Nevada.

PCC: D. Collins POC: Harshal Desai - (702) 263-7275

RECOMMENDATION:
That City Council approve award of Contract No. 160176-DC, Prime Design Services for Boulder Highway Storm Drain - Sahara to Charleston to Atkins North America, Inc. in the amount of $1,200,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 160176-DC
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
Boulder Highway Storm Drain - Sahara to Charleston

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **ATKINS NORTH AMERICA, INC.**, (the "Consultant"), a **Corporation organized and existing under the laws of the State of Florida**, whose address is **2270 Corporate Circle, Suite 200, Henderson, NV, 89074.**

WITNESSETH:

WHEREAS, the City intends to construct the **BOULDER HIGHWAY STORM DRAIN - SAHARA TO CHARLESTON** (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the capability to perform the services hereinafter set forth within the time required under this Contract.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Contract and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Contract, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City and under similar conditions pursuant to this Contract.

1.03 ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, Project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable for direct damages to the City to the proportional extent caused by the Consultant's negligent act or omission committed in the performance of this Contract.

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Contract. The services specified by this Contract shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Contract is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Contract, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution to not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.03 of this Contract.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

1.08 ***Responsibility for Construction Document Revisions.***

A. ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Agreement, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.02.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Contract.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Contract. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Contract.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Contract.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Contract.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Contract.

SECTION FIVE
SUBCONSULTANT CONTRACT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Contract.

SECTION SIX
TERM OF CONTRACT

6.01 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Contract.

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of Additional Compensation.

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Contract.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City has for direct damages, costs and expenses to the proportional extent caused by the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Contract, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Contract according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have reasonable access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Contract shall be maintained for three (3) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of this Contract to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,
(ii) the Consultant has not received an equitable adjustment under another provision of this Contract, and
(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Contract without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Contract. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause or Other Resolution.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Contract, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Contract,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant any additional cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.04 *Ownership of Documents.*

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City, for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The City agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse or alteration or the City's authorized use, reuse or alteration by any new consultant or other agent of the City. of the Consultant's designs, drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection which may include written permission to make changes or modifications to the plans.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work and upon the City's payment for the services rendered by the Consultant, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City, for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The City agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse or alteration or the City's authorized use, reuse or alteration by any new consultant or other agent of the City of the Consultant's designs, drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection which may include written permission to make changes or modifications to the plans. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. ***Definition of Architectural Work.*** For purposes of this Contract, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. ***Delivery of Documents.***

(i) In the event of the completion of this Agreement and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

(ii) In the event of the suspension or termination of this Agreement, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Agreement through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Agreement shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Agreement for any disputed payment claims.

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Contract shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City, which shall not be unreasonably withheld. The obligations of confidentiality shall survive the termination of this Contract.

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of this Contract, the following insurances:

A. ***Worker's Compensation Insurance.*** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $10,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial automobile liability policy will be the sole responsibility of the Consultant and may not exceed $10,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed $160,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

E. ***Cancellation or Modification of Coverage.*** The Consultant's Commercial General Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers employees and agents. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City, which shall not be unreasonably withheld. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City or the Consultant.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Contract, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Represents.*** The Consultant hereby represents that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Contract, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Contract whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Contract.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Contract shall be held to be invalid or unenforceable, the remaining provisions of this Contract shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in this Contract is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.25 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) received when deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Contract with the agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20C of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Contract.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

D. ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

10.21 ***Attorney Fees.*** The City or the Consultant as the prevailing party that brought any litigation or arbitration to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Contract to days are to calendar days unless otherwise indicated.

10.23 ***Exhibits.*** All exhibits referenced in this Contract are hereby incorporated by this reference as a part of this Contract. Any conflict between the provisions of this Contract and the Exhibits incorporated herein shall be governed by the provisions of this Contract.

10.24 ***Counterparts; Electronic Delivery.*** 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.

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of June 17, 2015.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

By_____
Yolanda C. Jones, C.P.M., CPPO Date
Manager, Purchasing & Contracts

CONSULTANT

By_____
Harshal Desai, Atkins North America, Inc. Date

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 3/16/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description – The Scope of Services to be provided under the terms of this agreement addresses the design and preparation of Contract Drawings, Special Provisions, Cost Estimates and reports for the Flamingo – Boulder Highway North – Boulder Hwy, Sahara to Charleston. The portions of the Flamingo – Boulder Highway North are described in the 2013 Las Vegas Valley Flood Control Master Plan Update (MPU) as facility numbers FLBN 0038 and the downstream half of FLBN 0167 which are approximated to be 6,600 feet of 15' x 10' RCB and 350' of dual 10' x 6' RCB, respectively. The project entails the construction of the previous listed facilities and collection system including, but not limited to: laterals, drop inlets, manholes, and all necessary appurtenances to complete the proposed portion of the Flamingo – Boulder Highway North storm drain system described above.

100.2 Construction Cost Budget

100.2.1 "Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

100.2.2 Construction Cost Budget: To Be Determined

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Contract. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

100.3.2 The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F", who shall be responsible for the services required under this Contract. All of the services specified by this Contract shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Contract for default.

100.4 Plan Control and Standards

100.4.1 All plans, designs, specifications and estimates shall conform to the City standard practices, which are based on the latest edition of the following documents:

100.4.1.1 Policy on Geometric Design of Highways and Streets (AASHTO)
100.4.1.2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
100.4.1.3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
100.4.1.4 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
100.4.1.5 Manual on Uniform Traffic Control Devices
100.4.1.6 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.4.1.7 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
100.4.1.8 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
100.4.1.9 Las Vegas Valley Water District (LVVWD) Rules and Regulations
100.4.1.10 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
100.4.1.11 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
100.4.1.12 Freeway and Arterial System of Transportation (FAST) standards

100.4.2 The design criteria for the following agencies will also be adhered to: City of Las Vegas Sanitary Sewer Planning, Traffic Engineering, and Flood Control; Clark County Regional Flood Control District ("CCRFCD"); Nevada Department of Transportation ("NDOT"); Las Vegas Valley Water District ("LVVWD"); and local utility providers.

100.5 Changes to Scope of Services

100.5.1 If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

100.5.2 The City Engineer or their authorized representative may at any time, only by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Contract shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

100.6 Responsibilities of the Consultant

100.6.1 The Consultant shall provide a set of Plans and Special Provisions, for the project described in Section 100.1.1, that are whole and complete, technically accurate, biddable and constructible, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, bid phase assistance, travel, reproduction, computer use or similar items that could reasonably be anticipated which are not limited or excluded elsewhere in this contract or listed specially in additional services, shall be provided by the Consultant for the basic services fee agreed to herein whether they are specifically listed in this scope of services or not.

100.6.2 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all subconsultant contracts at all tiers, the provisions of this Contract related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

100.6.3 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Agreement, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall beginning upon notice to proceed and extend continuously until one year after final payment of this Agreement has been made.

100.6.4 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than two suitable brand names/model numbers are commercially available state "or approved equal" and provide required documentation per NRS requirements to support single source selection.

100.6.5 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.6 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

100.6.7 The Consultant shall insure that the new design work contains no asbestos containing building materials of any kind.

100.6.8 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.9 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.6.10 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's effect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

100.6.11 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Special Provisions", incorporated herein by reference, into the Contract Documents prepared for bidding for the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

100.6.12 The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable in accordance with the terms of this Contract and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

100.6.13 CMAR Coordination. If the Project utilizes the Construction Manager at Risk (CMAR) delivery method, the Consultant shall coordinate and cooperate as necessary for the CMAR to provide their scope of preconstruction services for the Project.

100.6.14 Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

100.6.15 Plan and Special Provision Production and Submission

100.6.15.1 All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2013 or 2014 in accordance with current city of Las Vegas CAD standards.

The design process used to generate the construction documents for the system will be three dimensional, which means that all finite elements will have an x, y, and z coordinate. The improvement plans for the project will be produced using AutoCAD Civil 3D objects:

- The aerial topography will be converted to a three-dimensional surface of the existing topography
- The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system
- Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data
- Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks
- Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model.
- Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines.
- Surface elements of the design will be designed three-dimensionally.
- Field survey of the existing utilities and structures (locations and elevations) will be incorporated into the 3-D surface of the existing topography.

Specifications shall be prepared in City standard format using the software program Microsoft Word 2007 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

100.6.15.2 All drawing submittals, except the final submittal, submitted by the Consultant will be printed on white bond paper. The final construction drawings will be printed on 4 mil, double matte mylar. All full size reproducible copies will be on 24" x 36" sheets and all half size reproducible copies shall be on 11"x17" sheets (representing true half size of the full size plans). Consideration shall be given to legibility of hatching and shading for reproduction of all sizes of plans. **Plans that do not meet these requirements will not be accepted. Submittals shall be accompanied by all associated electronic files.**

100.6.15.3 Special Provision format will follow the City standard provided to the Consultant. Special Provisions shall be stamped and signed by the appropriate design professional. **Special Provisions that do not meet these requirements will not be accepted.**

100.6.15.4 For each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM, DVD disk, or other electronic media that can be read by any industry standard hardware. **If electronic files are not submitted with the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected, all costs for the resubmittal shall be borne by the Consultant.**

100.6.15.5 Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

100.6.16 Cost Estimates

100.6.16.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared in CSI UniFormat II style or as otherwise directed by the City using the software program Microsoft Excel 2000 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. **If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

100.6.17 Construction Change Orders

The City has a formal construction contract change order approval process. Proposed construction change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Construction change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Order Tracking Form indicating the reason for the construction change order based on information available to the committee at that time. If the construction change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this Contract to seek compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved construction change orders (with the tracking form included) and construction change directives to the consultant In order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

There may, at times, be a benefit for the consultant to review construction change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed construction change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to notify the consultant of possible construction change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final construction change order or construction change directive or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the construction change order), advance notice to the consultant is not always possible or practical. And, in fact, potential construction change order work, including force account work, is sometimes allowed to proceed prior to any construction change order being drafted or reason code applied by City.

100.6.18 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described in the following sections:

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this Contract.

100.6.18.1 Article 101 – Preliminary and General Items

100.6.18.2 Article 102 – 30% Design Phase

100.6.18.3 Article 103 – 70% Design Phase

100.6.18.4 Article 104 – 90% Design Phase

100.6.18.5 Article 105 – 100% Design Phase

100.6.18.6 Article 106 – Bid Phase

100.6.18.7 Article 107 – Construction Phase

100.6.18.8 Article 108 – Post Construction Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

100.7.1.1 Shall furnish a copy to, or make available for examination or use by, without a fee, the Consultant, any documents and data which the City has available including, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Contract. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Contract.

100.7.1.2 Access arrangements for the Consultant to enter upon City owned property as required to perform their services.

100.7.1.3 Acquire any property, authorizations to enter property, easements, or other project rights required to construct the Project

100.7.1.4 Provide and conduct bidding activities, including printing and distribution of bid and construction documents, except as specifically required to be provided by the Consultant in this Scope of Work

100.7.2 The City's Review Process

100.7.2.1 Upon receipt of any documents or electronic files furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.7.2.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents or files remain insufficient, inadequate, or incomplete, the City may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

100.7.2.3 The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents or files presented by Consultant fully comply with the requirements. After the City Representative determines that the documents or files comply with such requirements, the City shall begin a review of the documents.

100.7.2.4 After the City reviews the documents, one or several set(s) of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set(s) with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

101.1.1 Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Consultant's Project Manager or their primary duties will not be reassigned without the written consent of the City's Project Manager. The Consultant's staff will have the training and expertise necessary for the work tasks to which they are assigned.

101.1.2 The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); and an updated project status report reflecting Scope of Work activities identified by the City Representative.

101.1.3 On a weekly basis, or a time frame approved by the City's Representative, the Consultant's Project Manager will update the City Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

101.2 Kick-Off Meeting and Design Progress Meetings

101.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

101.2.2 Deliverables: Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

101.2.3 Consultant shall attend approximately 15 progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

101.2.4 Deliverables: Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform Subsurface Utility Engineering (SUE) as identified herein, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")

101.3.1.2 Clark County Department of Public Works

101.3.1.3 City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development

101.3.1.4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")

101.3.1.5 Freeway and Arterial System of Transportation ("FAST")

101.3.1.6 Utility providers, including but not limited to, NV Energy, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable

101.3.1.7 Nevada Department of Transportation ("NDOT") and

101.3.1.8 Other local and state agencies as required.

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

101.3.2.1 Preparation of minor utility relocation plans, by the Consultant and coordination for incorporation of those prepared by the Utility Companies themselves, that were anticipated by the Consultant, or reasonably should have been, at the time of this Contract shall be considered incidental to this task and no other applicable design tasks.

101.3.2.2 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this Contract shall be considered incidental to this task and no other applicable design tasks.

101.3.2.3 Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

101.3.3 The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section for current projects, encroachment agreements, covenants running with the land and any other mapping that may have an impact on the project.

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30%, 70%, 90% and Pre-Final submittals.

101.3.5 The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final mylar prints prior to submitting to the City of Las Vegas.

101.3.6 Consultant shall notify the City of any required utility, application, permit and review fees, which will be paid for by the City.

101.3.7 The City's Representative shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

101.3.8 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (30%, 70%, 90% and 100%); and final mylar's with impacted utilities approval signatures.

101.4 Project Permits

101.4.1 Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

101.4.2 The following permits are anticipated for this project :

101.4.2.1 NDOT Encroachment Permit- Four separate encroachment permits are anticipated, City facilities and relocated LVVWD facilities in both Charleston and Boulder Highway.

101.4.2.2 Clark County Offsite Permit – The 30%, 70%, 90% and 100% Pre-Final plans and the Preliminary Design Report, Draft Final Design Report and Final Design Report will be submitted to Clark County Public Works – Engineering Division at the time those deliverables are submitted to the City for review. In addition, during the 30% Design Phase the Consultant will schedule a coordination meeting with the City and Clark County Public Works to discuss the project and the associated need to acquire an Offsite Permit from the County to ensure traffic control permits can be obtained from the County by the construction contractor during construction without difficulty.

101.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included in the Design Report. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

101.4.4 Deliverables: Matrix of require permits; correspondence; preparation of permit applications.

101.5 Section 8 Screening

101.5.1 Consultant will evaluate baseline conditions and determine the site-specific environmental impacts, utilizing the procedures described in Section 8 of the *Supplemental Final Environmental Impact Statement (SEIS) for Clark County Regional Flood Control District 2002 Master Plan Update* and Record of Decision that was issued by the U.S. Bureau of Land Management (BLM) in 2004. The Draft Section 8 Resource Screening Analysis will summarize the existing conditions within the Project site and the potential impacts from construction of the Project to the following resources: geology and soils, paleontology, surface water hydrology, groundwater hydrology, biological resources, cultural resources, air quality, visual resources, recreation, hazardous materials, and land use. Consultant will also include in this report a recommendation regarding whether an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is warranted.

This scope of work assumes the following:

- No additional agency coordination beyond that specified in this scope will be required;
- A Class I Cultural Resources report will not be required;
- A detailed hazardous materials assessment will not be required; and
- Permitting under Section 401 and 404 of Clean Water Act will not be required.

101.5.2 Deliverables: The Consultant shall submit one (1) copy of the Section 8 Resource Screening Analysis to the City and one (1) copy to CCRFCD for review and approval. In addition, the Consultant shall send a courtesy letter to the Army Corp of Engineers to confirm no impact to the waters of the U.S..

ARTICLE 102: 30% DESIGN PHASE

102.1 Survey

102.1.1 Horizontal Control. The official horizontal coordinate system of the City of Las Vegas is the Nevada Coordinate Reference System (NCRS). The appropriate NCRS zone is dependent on the geographic location of the project and should be determined prior to any surveying activities. The official geodetic datum and current reference frame of the City of Las Vegas is NAD 83 (2011) epoch 2010.0. The use of any other reference frame will require approval of the City Surveyor. For detailed information on the NCRS contact the City of Las Vegas' Survey Section.

102.1.2 Vertical Control. All vertical control is to be established using benchmarks included in the City of Las Vegas Vertical Control Network. The official datum of the City of Las Vegas is NAVD 88. Only elevation values currently published as the "City of Las Vegas 2008 Adjustment" are to be used. The use of a prior Vertical Control Network adjustment will require approval of the City Surveyor.

102.1.3 Control Survey. Perform control survey to establish adequate control for all boundary location and topographic mapping necessary for the limits and purpose of the project. Existing monuments within the project limits and control panels set for the purpose of aerial mapping will be incorporated into the control survey.

102.1.4 Boundary Survey. Boundary surveys are to be performed to adequately establish roadway alignments, right-of-way lines, property lines and easement lines necessary for the limits and purpose of the project. Complete research of existing recorded maps, surveys, land records, and other pertinent records shall be performed.

102.1.5 Record of Survey. The Consultant shall provide a Record of Survey to be reviewed by the City of Las Vegas' City Surveyor. The Record of Survey will show all pertinent information from the control and boundary surveys so as to show the project's location relative to existing roadway alignments, right-of-way lines and found survey monuments. The City Surveyor must approve the Record of Survey prior to recordation with the Clark County Recorder. **The City will not accept the 30% design submittal unless the Record of Survey is formally submitted and approved in writing by the City Surveyor.**

102.1.5.1 Deliverables. The Consultant shall submit three (3) copies of the Record of Survey to the City. Consultant shall record the "approved" Record of Survey with the Clark County Recorder.

102.1.6 Survey Control Plan. A Survey Control Plan shall be included in the plan set to show all elements included in the Record of Survey. An "embedded" Record of Survey is acceptable. All Survey Control Plans must be stamped by a Nevada licensed Professional Land Surveyor (PLS) per NAC 625. A separate Horizontal Control Plan showing proposed project geometry may be utilized in the plan set stamped by a Nevada licensed Professional Engineer (PE) per NAC 625.

102.1.7 Survey Monument Inventory. All survey monuments within or adjacent to the limits of proposed construction activities shall be clearly identified on the plan and profile sheets (or demolition/removal sheets when applicable), to aid in the preservation and replacement of survey monuments during construction.

102.1.8 Design Topographic Survey. Aerial surveys and conventional field surveys of all surface features within the project limits will be used to develop engineering base drawings and digital terrain models (DTM). Survey limits shall extend a minimum of 150 feet in each direction past the curb returns at all major cross streets, 100 feet at minor cross streets. Aerial mapping specifications are to include a minimum mapping scale of one inch equals forty feet and a minimum contour interval of one foot. Consultant shall perform adequate conventional field surveying to verify aerial survey accuracy. Consultant shall compile 2D planimetrics of all topographic features within project limits utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall produce an existing ground DTM (in a Civil 3D Surface format) utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall perform field inspection of aerial survey data to ensure inclusion and proper identification of surface features, as well as confirming data reflects current conditions. In the event that aerial survey data is insufficient in particular areas to complete design topographic survey tasks as listed above, the consultant shall conduct supplemental conventional field survey where necessary.

102.1.8.1 Topographic Features. The following surface features within the project limits are to be included (but not limited to): curb, gutter, sidewalk, edge of pavement, driveways, handicap ramps, parking, walls, fences, buildings, vegetation, signs, traffic markings, manholes, vaults, pullboxes, pedestals, utility poles, overhead lines, catch basins and other surface indications of subsurface utilities. Sewer manholes, storm drain manholes, catch basins and water valves are to be measured at and below the surface. Appropriate survey methods are to be used to obtain elevations of sewer and drainage improvements.

102.1.8.2 The Consultant will coordinate any required private property access with the City's Representative.

102.2 Right-of-Way

102.2.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Consultant shall prepare deeds and legal descriptions with property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

102.2.2 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 30% Submittal. Consultant shall prepare 24" x 36" exhibits, at a minimum 1" = 100' scale, that shall show schematically the project and identify all existing right-of-way and existing easements. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide an example format of right-of-way legal descriptions and AEP exhibit format for review. These exhibits and example formats shall be included in Preliminary Design Report.

102.2.4 70% Submittal. Consultant shall prepare 24" x 36" exhibits that shall show all needed right-of-way, easements, AEP's, etc. at the 70% design level. The Consultant shall provide legal descriptions as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

102.2.5 90% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review.

102.2.6 100% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

102.2.7 Prior to Bid. Prior to bid the Consultant shall cross check the right-of-way map verses the acquisition table and provide a letter summarizing the result of the check and identifying any right-of-way, easements or AEP's not yet acquired.

102.2.8 Deliverables: 24" x 36" exhibits at the 30% Submittal as outlined in 102.2.3; 24" x 36" exhibits at the 70% Submittal as outlined in 102.2.4; Legal Descriptions; Acquisition Status Table; 24" x 36" exhibits at the 90% Submittal as outlined in 102.2.5; 24" x 36" exhibits at the 100% Submittal as outlined in 102.2.6; Summary Letter of Right-of-Way, Easements and AEP status.

102.3 Records Review, Information Research and Analysis of Data

102.3.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

102.3.2 The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

102.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

102.3.4 The Consultant will locate and map existing traffic signal equipment including traffic signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops. Prepare traffic signal plan for each intersection showing existing traffic signal equipment and showing replacement loop detectors if disturbed. Coordination with city Las Vegas TEFO is required for this task.

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 SUE Definitions

102.4.1.1 Subsurface Utility Engineering, or SUE: A branch of engineering practice that involves managing certain risks associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

102.4.1.2 Utility Quality Level: A professional opinion of the quality and reliability of utility information. Such reliability is determined by the means and methods of the professional.

102.4.1.3 CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003.

102.4.1.4 QL-D: Quality Level D as further described herein. QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

102.4.1.5 QL-C: Quality Level C as further described herein. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

102.4.1.6 QL-B: Quality Level B as further described herein. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques for achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

102.4.1.7 QL-A: Quality Level A as further described herein. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of features.

102.4.2 Work Standards

102.4.2.1 Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.

102.4.2.2 It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.

102.4.2.3 For utilities that are concrete encased, Consultant will require the pothole sub-consultant to perform two potholes: one to identify the top of the encasement and one to identify the bottom of the encasement. The two potholes will be performed on either side of the encasement to determine the width of the encasement.

102.4.2.4 Consultant shall provide full-time inspection and required during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

102.4.2.5 All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor.

102.4.3 Aerial or Ground-Mounted Utility Facilities

102.4.3.1 If specified by CLV, Quality Level D or C services as further described herein shall include records research, identification, surveying, correlation, and/or depiction of aerial or ground-mounted utilities, notwithstanding that such surface features may not be associated with an existing subsurface utility line or system.

102.4.4 Unknown Lines

102.4.4.1 If, when performing an assigned task, the Consultant detects line(s) of unknown function, status, or ownership, the Consultant shall obtain, record, and depict information on such line(s) to a quality level that is commensurate with that of the original assigned task.

102.4.5 "Call Before You Dig Markings"

102.4.5.1 All "Call Before You Dig" paint marks applied by utilities (in response to call-outs for utility potholing and geotechnical boring operations) will be field reviewed by the Consultant and compared to SUE Quality Level C and D information and SUE Quality Level A potholes when the pothole information becomes available. If the information indicates that any utility that was originally assumed to be outside of the Project improvement zone of influence may actually be within that zone then SUE Quality Level B or A will be performed as necessary to resolve the uncertainty.

102.4.6 Quality Level D Tasks

102.4.6.1 Conduct appropriate investigations (e.g., owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.

102.4.6.2 Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.

102.4.6.3 Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.

102.4.6.4 Include records research, identification, and depiction of aerial or ground-mounted utility facilities in QL D tasks if specified (see "Aerial or Ground-Mounted Utility Facilities").

102.4.6.5 Transfer information on all involved utilities to appropriate plan sheets, electronic files, and/or other documents as required or directed by CLV.

102.4.6.6 Exercise professional judgment to resolve conflicting information.

102.4.6.7 For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

102.4.7 Quality Level C Tasks (Inclusive of Quality Level D Tasks)

102.4.7.1 Perform tasks as described for QL D. There is no prescribed order in which QL D and C tasks must be performed.

102.4.7.2 Identify surface features, from project topographic data (if available) and from field observations, that are surface appurtenances of subsurface utilities.

102.4.7.3 Include survey and correlation of aerial or ground-mounted utility facilities in QL C tasks if specified (see "Aerial or Ground-Mounted Utility Facilities").

102.4.7.4 Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a registered professional. If previously surveyed, check survey data for accuracy and completeness.

102.4.7.5 The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.

102.4.7.6 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.7.7 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D and QL C information.

102.4.7.8 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.7.9 As appropriate, amend the indicated quality level of depicted information.

102.4.8 Quality Level B Tasks (Inclusive of Quality Level C Tasks)

102.4.8.1 Perform tasks as described for QL C. There is no prescribed order in which QL C and B tasks must be performed.

102.4.8.2 Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits (to be determined after 30% design; Quality Level B task will be paid for by Additional Services), and/or to trace a particular utility line or system.

102.4.8.3 Based on an interpretation of data, mark the indications of utilities on the ground surface, for subsequent survey. Utilize paint or other method acceptable to CLV for marking of lines.

102.4.8.4 Utilize the uniform color code of the American Public Works Association for marking of utilities.

102.4.8.5 Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.

102.4.8.6 Unless otherwise approved, maintain horizontal accuracy of +/- 1.5 feet (450mm) in the marking of lines.

102.4.8.7 As an alternative to the physical marking of lines, the Consultant may, with CLV's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

102.4.8.8 Survey all markings that indicate the presence of a subsurface utility.

102.4.8.9 Perform surveys to a horizontal accuracy consistent with applicable CLV survey standards.

102.4.8.10 Reference surveys to the project's survey control.

102.4.8.11 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.8.12 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, and QL B information.

102.4.8.13 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.8.14 As appropriate, amend the indicated quality level of depicted information.

102.4.9 Quality Level A Tasks (Inclusive of Quality Level B Tasks)

102.4.9.1 Perform tasks as described for QL B. There is no prescribed order in which QL B and A tasks must be performed.

102.4.9.2 CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.

102.4.9.3 The Consultant may recommend test locations based on the requirements of the project and on existing subsurface utility information.

102.4.9.4 When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.

102.4.9.5 Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.

102.4.9.6 Measure and/or record the following information on an appropriately formatted test hole data sheet that has been sealed and dated by the Consultant:

- Elevation of top and/or bottom of the utility tied to the project datum, to a vertical accuracy of +/- 0.05 feet (15 mm).
- For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.
- Elevation of existing grade over utility at test hole.
- Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.
- Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
- Approximate centerline bearing of utility line.

- Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
- Utility structure material composition, when reasonably ascertainable.
- Identity of benchmarks used to determine elevations.
- Utility facility condition.
- Pavement thickness and type when applicable.
- Soil and site conditions.
- Identity of utility owner/operator.
- Other pertinent information as is reasonably ascertainable from test hole.

102.4.9.7 Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.

102.4.9.8 A total of 50 potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

102.4.9.9 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.9.10 Update "Existing Utility Location Plan", plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information.

102.4.9.11 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.9.12 As appropriate, amend the indicated quality level of depicted information.

102.4.10 SUE Deliverables

102.4.10.1 Consultant shall prepare a separate "Existing Utility Location Plan" upon completion of QL C tasks and update thereafter which clearly depicts applicable SUE levels as outlined in CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003. To show at a minimum:

- Existing rights-of-way
- Centerlines and control alignments
- Easements
- Existing topographical information
- All utilities within the project limits
- QL A test hole locations

102.4.10.2 Appropriately formatted test hole data sheets that have been sealed and dated by the Consultant as described in QL A tasks above.

102.4.10.3 Electronic drawing file of the "Existing Utility Location Plan" updated to the most current information at each regular submittal.

102.5 Groundwater Impact Evaluation - The Consultant shall provide a Groundwater Impact Evaluation. Perform environmental/groundwater screening evaluation. It is anticipated that the geotechnical report may include, but is not limited to the following:

- Review of available literature and maps including groundwater flow maps
- Provide a listing of permitted wells within 500 feet of the proposed storm drain alignment and the anticipated depths to the bottom of the facilities.
- Review the Environmental Corrective Action Site Database Review at the proposed monitoring well locations to identify historic underground storage tanks (USTs) and leaking underground storage tanks (LUSTs)
- Provide recommendations for the placement and depths of monitoring wells based on the findings.

102.6 Geotechnical Investigation - The Consultant shall provide a Geotechnical Report as detailed below, the drafts of these reports will be included with the 30% Design Phase Submittal:

102.6.1 The Geotechnical Report is a compilation of geotechnical information about the Project site discovered during investigations. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Report shall be made available to bidders for informational purposes only. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

102.6.2 It is anticipated that the geotechnical report may include, but is not limited to the following:

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.
- Excavate up to 13 borings along the alignment. Convert up to 3 of the borings into groundwater monitoring wells. Monitoring wells will be left in place to be abandoned by the general contractor during construction of the storm drain under a separate scope of services.
- Perform laboratory testing on samples.
- Identify the corrosive characteristics of the soil.

- Locate ground water elevations at each of the borings during drilling if the groundwater level is above the bottom of the boring, measure water elevations within each of the monitoring wells at least 24-hours after installation
- Identify Caliche and cemented soil deposits depth and make recommendations for excavation methods.
- Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.
- Provide recommendation and definition for suitable and unsuitable materials.
- Make recommendations for the treatment and/or removal of unsuitable bearing soils.
- Make recommendations for trench safety during excavation.
- Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.
- Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the plans.
- Make recommendation for cut/fill slopes and percent shrinkage for embankment.
- Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.
- Make recommendation for trench patching.
- If any hazardous materials are discovered or suspected at any time during the geotechnical investigation, notify the city in writing within one week.
- Patching of borings will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for the geotechnical report will be based on completed proof of permit close out for said borings.

102.6.3 Slug Tests - Up to two slug tests will be performed within the project right-of-way in monitoring wells installed during the base scope of geotechnical services. One slug test will be performed towards the north end of the alignment and the other towards the south end of the alignment. Each slug test will be performed over a period of up to 8-hours. The slug tests will only be performed if, based on groundwater elevations recorded in the monitoring wells installed under task 102.6.2, dewatering is anticipated to be required during construction of the proposed facilities, otherwise these services will not be performed and the City will not be billed for these services.

The Consultant via subconsultant, will prepare Affidavits of Intent to Abandon a Monitoring Well to be signed and notarized by a representative from the City of Las Vegas. The Affidavits will be submitted to the Nevada Division of Water Resources with applicable waivers and fees. Obtain approved traffic control plans for performing slug tests within the public ROWs.

During the slug test, a known volume of water in the monitoring wells will be displaced through the introduction of a slug. The resulting increase in groundwater height within the wells and the return of the groundwater to its' static elevations will be recorded versus time during the test. After the test the slug will be removed from the monitoring wells and the traffic rated covers replaced. Monitoring wells will be abandoned by the general contractor during installation of the proposed RCB.

Data from each test will be analyzed using AquiferTest Pro software. AquiferTest Pro will be used to evaluate aquifer specific characteristics such as hydraulic conductivity and transmissivity.

A limited groundwater flow model will be developed using Visual MODFLOW to estimate the quantity of groundwater discharge in gallons per minute (gpm) during construction dewatering activities for groundwater pumping scenarios including performing the entire dewatering all at once, and limiting the dewatering to discreet distances such as 500 or 1,000 feet.

Results will be presented in a dewatering technical memorandum describing the installation of the monitoring wells, the performance of the slug tests, and the estimated dewatering discharge rate and volumes. In addition, the results of analytical testing performed on groundwater samples under a separate task will be presented in the memorandum.

102.6.4 Groundwater Sampling – The Consultant via subconsultant, will obtain 3 samples of groundwater from the monitoring wells (one sample from each of the 3 monitoring wells). The samples will be stored in a cooler on ice and transported to an accredited laboratory for analytical testing. The samples will be tested for parameters listed in EPA 8260B, TPH, and NDEP Profile 1. Results of the analytical testing will be provided in the groundwater technical memorandum described in the Slug Test section. The groundwater sampling will only be performed if, based on groundwater elevations recorded in the monitoring wells installed under task 102.6.2, dewatering is anticipated to be required during construction of the proposed facilities, otherwise these services will not be performed and the City will not be billed for these services

102.6.5 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

102.6.6 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

102.6.7 Deliverables: The Consultant shall provide five (5) bound copies of each of the Geotechnical Interpretive Report to the City's Representative with the 30% Design Submittal. Drafts of these reports are to be included in the Preliminary Design Report, when applicable.

102.7 30% Design Phase Submittal

102.7.1 30% Design Phase Plans

102.7.1.1 The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas and CCRFCD. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1" = 40' scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

102.7.2 Preliminary Design Report

102.7.2.1 The results and summaries of items identified in the preceding work above are to be included in a Preliminary Design Report (PDR). The PDR will include pertinent aspects of the project explored to date, including all design criteria and assumptions used to develop the design and any alternatives. Probable construction costs will be estimated based upon recommendations made in the PDR and will be broken out by funding source. The PDR will include, but is not limited to, the following:

102.7.2.1.1 Cover page
102.7.2.1.2 Table of Contents
102.7.2.1.3 Executive Summary
102.7.2.1.4 Transmittal memo stamped and signed by the Consultant Project Manager
102.7.2.1.5 Inventory of existing conditions, including photo library
102.7.2.1.6 Adjacent completed projects summary
102.7.2.1.7 Design controls and assumptions
102.7.2.1.8 Survey Summary (including Record of Survey and approval from City Surveyor)
102.7.2.1.9 Right of Way Summary (including a summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative)
102.7.2.1.10 Utility Issues and Conflicts Summary
102.7.2.1.11 Summary of Permits (including a summary matrix of required permits)
102.7.2.1.12 Draft Geotechnical Data Report
102.7.2.1.13 Draft Geotechnical Interpretive Report
102.7.2.1.14 Preliminary Drainage Study (including hydraulic analyses)
102.7.2.1.15 Construction Cost Estimate and
102.7.2.1.16 30% Design Phase Plans

102.7.2.2 Comments received on the Preliminary Design Report will be addressed in writing and included in the Final Design Report. Adjustments will be made to the associated design and analysis as necessary. Documentation of the changes made such as physical copies of plans, models, and calculations will be submitted with the Final Design Report.

102.7.3 Deliverables: Submit five (5) copies of the Preliminary Design Report to the City; Submit five (5) full size sets (24" X 36") and fifteen (15) half size sets (11" X 17") and all associated electronic files of the 30% Design Phase Plans to the City; Submit one (1) copy of the Preliminary Design Report to CCRFCD; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities and CCRFCD for review.

102.8 Walk Through. After submittal of the 30% Design and the Preliminary Design Report, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 30% Submittal.

102.8.1 Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

102.9 Overall Project Scope, Schedule and Budget Review

102.9.1 After City review of the 30% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 30% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Contract was executed.

The construction cost estimate will be reviewed along with estimated engineering costs, construction management costs, right-of-way costs and other soft and hard costs available to the City to determine a total project costs estimate. Total Project Costs will be compared to total funding available known to the City. The Consultant will assist the City in determining if specific design and/or construction items should be considered for elimination or reduction to meet available funding.

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholders to be added, reduced, eliminated, clarified or refined during the 30% design effort or as a result of the total project cost versus total available funds exercise detailed above.

Based upon the above and progress to date, the Consultant shall provide an updated schedule for design, bidding and construction to the City for review.

The Consultant's remaining scope, budget and schedule will be reviewed in detail based on the above. If warranted, reasonable and mutually agreeable, negotiations regarding a possible contract amendment to add or deduct specific scope, schedule and budget items may be considered at this time. If said negotiations are entered into the design may be formally put on hold through written direction by the City until said negotiation in concluded.

In no case will a contract amendment increasing compensation to the Consultant be considered for the Consultant's additional work resulting from errors or omissions, failure to adequately perform any tasks written in this Contract or any work that the Consultant assumed or should have assumed to be required to perform any tasks in this Contract. Nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as overriding any other section of this contract regarding the Consultant's responsibilities to perform within the agreed upon fees and schedule. Likewise, nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as limiting the Consultant's rights to request additional compensation for additional work at other times or milestones during the term of this Contract as specifically allowed in other sections of this Contract.

102.9.1.1 Deliverables: Detailed Project Scope; Detailed Cost Estimate for total project costs; Detailed Project Schedule for design, bidding and construction.

102.9.1.2 Consultant is hereby informed of the purpose of the deliverables in **102.6.1.1** – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

ARTICLE 103: 70% DESIGN PHASE

103.1 70% Design Phase Submittal

103.1.1 Detailed Hydraulic Analysis and Draft Final Design Report - The Consultant shall develop detailed hydraulic models for the conveyance facilities using HEC-RAS, WSPG or other appropriate computer programs. The hydraulic models will provide information on the hydraulic grade line, energy grade line, flow velocity and depth and other pertinent hydraulic parameters. The storm drain facilities and lateral pipes will be included in the hydraulic models. In addition, riprap rock and drop inlet sizing calculations will be performed. If required 10 year and 100 year hydraulic analysis facility sizing and cost estimates will be prepared to determine RTC versus RFCD costs.

Documentation of the hydraulic analyses will be compiled and submitted in a Draft Final Design Report. This report will also include any information, calculations or models that were revised since the Preliminary Design Report was submitted.

Deliverables: Submit five (5) copies of the Draft Final Design Report to the City, Submit one (1) copy of the Draft Final Design Report to CCRFCD]. OR Response to Comments;

103.1.2 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

103.1.2.1 City Standard Cover Sheet identifying Project Participants
103.1.2.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
103.1.2.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
103.1.2.4 Abbreviations and Symbols
103.1.2.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
103.1.2.6 Horizontal control for centerline and rights-of-way monumentation plan
103.1.2.7 Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
103.1.2.8 Sheet Index with key map
103.1.2.9 Typical Cross Section Sheets
103.1.2.10 Removal Plans
103.1.2.11 Roadway Plan and Profiles
103.1.2.12 Construction Details
103.1.2.13 Storm Drain Plan and Profiles (including lateral plan and profiles)
103.1.2.14 Storm Drain Details
103.1.2.15 Utility Plans
103.1.2.16 SUE Plans
103.1.2.17 Traffic Striping and Signing Plans
103.1.2.18 Traffic Lighting Plans
103.1.2.19 Traffic Signal Plans
103.1.2.20 Structural Drawings
103.1.2.21 Special Details as required for the Project
103.1.2.22 School Flashers
103.1.2.23 FAST Interconnect Plans
103.1.2.24 Detour Plans
103.1.2.25 Design Exception Memorandum

103.1.2.26 Deliverables: Submit fifteen (15) copies of the half scale plans (11" x 17") and five (5) copies of full size plans (24" x 36") and all associated electronic files to the City: Submit, two (2) copies of the half scale plans, to CCRFCD; Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.3 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:
103.1.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
103.1.3.2 RFCD
103.1.3.3 SID (CLV)
103.1.3.4 SID (other entity)
103.1.3.5 SNPLMA
103.1.3.6 CLV Sanitation
103.1.3.7 LVVWD (and/or other utilities as applicable)
103.1.3.8 CLV General Fund
103.1.3.9 CLV Nominal Drainage
103.1.3.10 NDOT (Stewardship, STP, Safety-LU, etc.)
103.1.3.11 CMAC
103.1.3.12 CDBG Funds

103.1.3.13 Deliverables: Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit, one (1) copy of the 70% cost estimate to CCRFCD.

ARTICLE 104: 90% DESIGN PHASE

104.1 90% Design Phase Submittal

104.1.1 Final Design Report - Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a standalone Final Design Report to be used as a record for the basis of design for the project. The Final Design Report shall include all information included in the PDR and Draft Final Design Report and all associated revisions made as applicable.

104.1.1.1 Deliverables: Submit five (5) copies of the Final Design Report to the City, Submit one (1) copies of the Final Design Report to CCRFCD

104.1.2 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

104.1.2.1 Deliverables: Submit fifteen (15) copies of the half scale plans (11" x 17") and five (5) copies of full size plans (24" x 36") and all associated electronic files to the City: Submit, two (2) copies of the half scale plans, to CCRFCD; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

104.1.3 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

104.1.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
104.1.3.2 RFCD
104.1.3.3 SID (CLV)
104.1.3.4 SID (other entity)
104.1.3.5 SNPLMA
104.1.3.6 CLV Sanitation
104.1.3.7 LVVWD (and/or other utilities as applicable)
104.1.3.8 CLV General Fund
104.1.3.9 CLV Nominal Drainage
104.1.3.10 NDOT (Stewardship, STP, Safety-LU, etc.)
104.1.3.11 CMAC
104.1.3.12 CDBG Funds

104.1.3.13 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit, one (1) copy of the 70% cost estimate to CCRFCD.

104.1.4 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

104.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to CCRFCD. OR Response to Comments; Submit five bound and one unbound full size sets (24" X 36"); eight bound and one unbound half size sets (11" X 17") of the 90% Design Phase Plans to the City; Submit 90% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

104.1.5 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

104.1.6 Bidability and Constructability (B&C) - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal and Final Design Report (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

104.1.7 Project Presentations - Consultant shall prepare for and make Project presentations to any organization or board, including preparation of graphics and backup information. The following presentations are anticipated:

104.1.7.1 Regional Flood Control District Citizens Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

104.1.7.2 Regional Flood Control District Technical Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

104.1.7.3 Regional Flood Control District Board - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

104.1.7.4 Deliverables: Board attendance; backup materials; presentation materials.

104.1.8 The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

ARTICLE 105: 100% DESIGN PHASE

105.1 100% Design Phase Submittal

105.1.1 The 100% submittal shall include all the elements of Article 104, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City and CCRFCD ; and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (mylar) submittal**. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

105.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit ten copies of the half scale plans, two full size plans, all associated electronic files, five copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City; Submit two copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source and two copies of structural calculations to CCRFCD. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review. OR Deliverables for the 100% Pre-Final (Bond) Submittal: Response to Comments; Submit five bound and one unbound full size sets (24" X 36"); eight bound and one unbound half size sets (11" X 17") of the 100% Pre-Final (Bond) Submittal to the City; five bound copies of the Special Provisions; 100% Pre-final Cost Estimate by funding source to the City; Submit 100% Pre-Final (Bond) Submittal Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

105.1.1.2 Deliverables for the 100% Final (mylar) Submittal: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions, all associated electronic files and 100% Final Cost Estimate by funding source and two copies of final structural calculations to CCRFCD One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD Civil 3D version 2013 or 2014) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 106: BID PHASE

106.1 Pre-Bid Conference

106.1.1 The Consultant shall attend the pre-bid conference

106.2 Bid Requests and Responses

106.2.1 Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda.

106.3 Bid Opening

106.3.1 The Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

106.3.2 The Consultant will comment on any bid discrepancies, evidence of unbalanced bid or contractor concerns uncovered during reviews.

ARTICLE 107: CONSTRUCTION PHASE

107.1 Pre-Construction Meeting

107.1.1 The Consultant shall attend the pre-construction meeting.

107.2 Submittal Review

107.2.1 Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; review Contractor's submittals (such as value engineering items, sample products, etc.).

107.3 Construction Support Services

107.3.1 The Consultant shall provide the following support services during the construction phase of the project:
107.3.1.1 Project Site Visits to examine construction work
107.3.1.2 Attend construction progress meetings, as necessary
107.3.1.3 Respond to Contractor's Request for Information (RFI)
107.3.1.4 Additional Design as needed to address RFIs
107.3.1.5 Assist with the processing of construction change orders
107.3.1.6 Attend final walk-through
107.3.1.7 Assist with the punch list preparation

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 100: GENERAL

100.1 When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.

100.2 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Contract. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

100.3 All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Contract signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Contract and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

1.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Contract, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

1.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 2: PERFORMANCE SCHEDULE

2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	180	City review 5 weeks
70% DESIGN PHASE	100	City review 4 weeks
90% DESIGN PHASE	100	City review 4 weeks concurrent with B&C review
100% DESIGN PHASE	70	City review 3 weeks
BID PHASE	70	
CONSTRUCTION PHASE	540	
TOTAL CALENDAR DAYS TO COMPLETE:	**1060**	

ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS

3.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

3.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

ARTICLE 4: CONSTRUCTION

4.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$1,200,000.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$1,100,000.00	

401.1 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

401.2 The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Contract and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

TASK	DESCRIPTION	PM	APM/ Task Manager	Sr. Eng	Engineer	CAD / GIS	PLS	Survey Team	Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$195	$170	$130	$105	$85	$140	$185	$60			
101	PRELIMINARY AND GENERAL ITEMS											
101.1	Project Management	120	80	0	0	0	0	0	80	280	$0.00	$41,800.00
101.2	Kick-Off Meeting and Progress Meetings	80	80	0	80	0	0	0	0	240	$200.00	$37,800.00
101.3	Utility and Agency Coordination	40	40	40	80	80	0	0	40	320	$200.00	$37,600.00
101.4	Project Permits	15	15	10	0	40	0	0	15	95	$10,000.00	$21,075.00
101.5	Section 8 Resource Screening Analysis	2	0	80	12	0	0	0	0	94	$100.00	$12,150.00
101	Subtotal Hours	257	215	130	172	120	0	0	135	1,029		
101	Subtotal Fee	$50,115.00	$36,550.00	$16,900.00	$18,060.00	$10,200.00	$0.00	$0.00	$8,100.00		$10,500.00	$150,425.00
102	30% DESIGN PHASE											
102.1	Survey	8	8	20	40	0	40	200	0	316	$17,500.00	$69,820.00
102.2	Right-of-Way	2	4	0	0	0	40	0	0	46	$0.00	$6,670.00
102.3	Records Review, Info Research and Data Analysis	16	16	40	80	40	0	0	0	192	$500.00	$23,340.00
102.4	Subsurface Utility Engineering	16	16	0	20	60	8	30	0	150	$45,000.00	$64,710.00
102.5	Groundwater Impact Evaluation	2	4	0	0	0	0	0	0	6	$4,300.00	$5,370.00
102.6	Geotechnical Investigation	2	8	20	0	10	0	0	0	40	$62,000.00	$67,200.00
102.6.3	Slug Tests	1	1	0	0	0	0	0	0	2	$24,000.00	$24,365.00
102.6.4	Groundwater Sampling	1	1	0	0	0	0	0	0	2	$7,000.00	$7,365.00
102.7.1	30% Design Phase Plans	15	100	120	200	300	0	0	0	735	$200.00	$82,225.00
102.7.2	Preliminary Design Report	24	80	140	180	100	0	0	60	584	$1,000.00	$68,480.00
102.8	Walk Through	8	8	0	0	0	0	0	4	20	$50.00	$3,210.00
102.9	Overall Project Scope, Schedule, Budget Review	8	8	0	0	0	0	0	0	16	$0.00	$2,920.00
102	Subtotal Hours	103	254	340	520	510	88	230	64	2,109		
102	Subtotal Fee	$20,085.00	$43,180.00	$44,200.00	$54,600.00	$43,350.00	$12,320.00	$42,550.00	$3,840.00		$161,550.00	$425,675.00
103	70% DESIGN PHASE											
103.1.1	Detailed Hydraulic Analysis and DFDR	16	40	80	240	80	0	0	40	496	$1,000.00	$55,720.00
103.1.2	70% Design Phase Plans	20	180	300	450	600	0	0	0	1,530	$200.00	$168,550.00
103.1.3	70% Design Phase Construction Cost Estimate	2	24	0	0	40	0	0	0	66	$0.00	$7,870.00
103	Subtotal Hours	38	224	380	690	720	0	0	40	2,092		
103	Subtotal Fee	$7,410.00	$38,080.00	$49,400.00	$72,450.00	$61,200.00	$0.00	$0.00	$2,400.00		$1,200.00	$232,140.00
104	90% DESIGN PHASE											
104.1.1	Final Design Report	8	20	40	120	40	0	0	30	258	$1,000.00	$28,960.00
104.1.2	90% Design Phase Plans	15	100	180	300	400	0	0	0	995	$200.00	$109,025.00
104.1.3	90% Design Phase Construction Cost Estimate	2	12	0	0	20	0	0	0	34	$0.00	$4,130.00
104.1.4	90% Design Phase Special Provisions	4	150	30	0	0	0	0	80	264	$200.00	$35,180.00
104.1.5	90% Walk Through	8	8	0	0	0	0	0	4	20	$50.00	$3,210.00
104.1.6	Bidability and Constructability	8	16	0	0	0	0	0	4	28	$0.00	$4,520.00
104.1.7	Project Presentations	12	8	0	0	20	0	0	0	40	$0.00	$5,400.00
104.1.8	Finalize Permit Applications	4	8	8	0	0	0	0	0	20	$50.00	$3,230.00
104	Subtotal Hours	61	322	258	420	480	0	0	118	1,659		
104	Subtotal Fee	$11,895.00	$54,740.00	$33,540.00	$44,100.00	$40,800.00	$0.00	$0.00	$7,080.00		$1,500.00	$193,655.00

TASK	DESCRIPTION	PM	APM/ Task Manager	Sr. Eng	Engineer	CAD / GIS	PLS	Survey Team	Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
105	100% DESIGN PHASE											
105.1.1.1	100% Pre-Final (Bond) Submittal	8	60	80	100	160	0	0	20	428	$200.00	$47,660.00
105.1.1.2	100% Final (Mylar) Submittal	2	20	40	20	35	0	0	20	137	$1,990.00	$17,255.00
105	Subtotal Hours	10	80	120	120	195	0	0	40	565		
105	Subtotal Fee	$1,950.00	$13,600.00	$15,600.00	$12,600.00	$16,575.00	$0.00	$0.00	$2,400.00		$2,190.00	$64,915.00
106	BID PHASE											
106.1	Pre-Bid Conference	4	4	0	0	0	0	0	0	8	$0.00	$1,460.00
106.2	Bid Requests and Responses	8	16	16	0	24	0	0	0	64	$0.00	$8,400.00
106.3	Bid Opening	2	2	0	0	0	0	0	0	4	$0.00	$730.00
106	Subtotal Hours	14	22	16	0	24	0	0	0	76		
106	Subtotal Fee	$2,730.00	$3,740.00	$2,080.00	$0.00	$2,040.00	$0.00	$0.00	$0.00		$0.00	$10,590.00
107	CONSTRUCTION PHASE											
107.1	Pre-Construction Meeting	4	4	0	0	0	0	0	0	8	$0.00	$1,460.00
107.2	Submittal Review	8	20	40	0	20	0	0	0	88	$0.00	$11,860.00
107.3	Construction Support Services	16	16	16	0	16	0	0	0	64	$0.00	$9,280.00
107	Subtotal Hours	28	40	56	0	36	0	0	0	160		
107	Subtotal Fee	$5,460.00	$6,800.00	$7,280.00	$0.00	$3,060.00	$0.00	$0.00	$0.00		$0.00	$22,600.00
	Total Basic Services Hours	511	1,157	1,300	1,922	2,085	88	230	397	7,690		
	Total Basic Services Fee	$99,645.00	$196,690.00	$169,000.00	$201,810.00	$177,225.00	$12,320.00	$42,550.00	$23,820.00		$176,940.00	$1,100,000.00

ARTICLE 402: ADDITIONAL SERVICES ALLOWANCE

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City shall pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization from the City or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services).

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

402.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

402.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$100,000.00	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:
402.5.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
402.5.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
402.5.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
402.5.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.
402.5.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.
402.5.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
402.5.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
402.5.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
402.5.10 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.
402.5.11 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
402.5.12 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
402.5.13 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
402.5.14 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
402.5.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
402.5.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
402.5.17 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
402.5.18 **Spillway/Energy Dissipater** – As required by the City, Consultant shall provide additional design for reconstruction of the Rainbow Detention Basin spillway and energy dissipater structure.
402.5.19 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
402.5.20 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
402.5.21 **Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.
402.5.22 **Traffic Control Plans** – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.
402.5.23 **Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.
402.5.24 **Waterline Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 1: CONSULTANT HOURLY RATES

1.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	RATE	UNIT
Project Manager	$195	Per Hour
Associate PM/Task Manager	$170	Per Hour
Sr. Engineer	$130	Per Hour
Engineer	$105	Per Hour
CAD/GIS	$85	Per Hour
Professional Land Surveyor	$140	Per Hour
Survey Team	$185	Per Hour
Clerical	$60	Per Hour

ARTICLE 2: SUB-CONSULTANT HOURLY RATES

2.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

SUBCONSULTANT #1 Geotechnical & Environmental Services, Inc.	RATE	UNIT
Principal Engineer	$225	Per Hour
Senior Engineer/Geologist	$165	Per Hour
Project Engineer	$150	Per Hour
Project Geologist	$135	Per Hour
Senior Staff Engineer	$125	Per Hour
Staff Engineer	$105	Per Hour
Staff Professional	$95	Per Hour
Staff Geologist	$85	Per Hour
Draftperson	$85	Per Hour
Administrative Staff	$80	Per Hour

SUBCONSULTANT #2 Horrocks Engineers	RATE	UNIT
Project Manager	$186	Per Hour
Sr. Engineer	$148	Per Hour
Engineer	$114	Per Hour
CAD/GIS	$98	Per Hour
Professional Land Surveyor	$149	Per Hour
GPS Survey Crew (1 person)	$140	Per Hour

SUBCONSULTANT #3 AeroTech Mapping	RATE	UNIT
Project Principal	$137.66	Per Hour
Project Manager Aerial	$125.69	Per Hour
Project Manager Surveyor	$123.98	Per Hour
Certified Photogrammetrist	$101.75	Per Hour
Photogrammetris II	$87.64	Per Hour
Stereoplotter Operator / Compiler	$69.83	Per Hour
CAD Manager	$84.08	Per Hour
Orthophoto & Map Editor	$63.56	Per Hour
Flight Crew-Manager-Pilot	$124.26	Per Hour
GIS	$99.18	Per Hour
Secretary/Clerical	$63.84	Per Hour

SUBCONSULTANT #4 WHB Consulting	RATE	UNIT
Consultant	$100	Per Hour

ARTICLE 3: ADDITIONAL SERVICES RATES

3.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

3.2 These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

3.3 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one (1.0)** times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

3.4 The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

TASK	DESCRIPTION	PM	APM/ Task Manager	Sr. Eng	Engineer	CAD / GIS	PLS	Survey Team	Clerical	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$195	$170	$130	$105	$85	$140	$185	$60			
	ADDITIONAL SERVICES											
	Additional Services	80	80	80	80	80	20	20	40	480	$36,300.00	$100,000.00
	Total Additional Services - Hours	80	80	80	80	80	20	20	40	480		
	Total Additional Services - Fee	$15,600.00	$13,600.00	$10,400.00	$8,400.00	$6,800.00	$2,800.00	$3,700.00	$2,400.00		$36,300.00	$100,000.00

ARTICLE 4: REIMBURSABLE EXPENSES

4.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

4.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one (1.0)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

4.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

4.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

4.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

4.6 Should travel and per diem expenses be so authorized by the City:

4.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

4.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

4.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

4.6.4 Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Anita Marquez

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Jeremy Leavitt

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by the Consultant to work on the Project. Any changes or additions require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: Matt Baird

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Ken Burns

601.1.3 PROJECT MANAGER: Matt Baird

601.1.4 **RESPONSIBLE IN CHARGE PERSON**
List name of individual Engineer as licensed: Matthew S. Baird

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Engineer license number: 13684

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

602.1.1 AERIAL MAPPING: AeroTech

602.1.2 ENVIRONMENTAL: In-house

602.1.3 CIVIL ENGINEER: In-house

602.1.4 STRUCTURAL ENGINEER: In-house

602.1.5 MECHANICAL ENGINEER: Not anticipated to be required

602.1.6 ELECTRICAL ENGINEER: Not anticipated to be required

602.1.7 LANDSCAPE DESIGN: In-house

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant): CA Group

602.1.9 GEOTECHNICAL ENGINEER: Geotechnical & Environmental Services, Inc.

602.1.10 LAND SURVEYOR: In-house

602.1.11 POTHOLING: Horrocks Engineers

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
DISCLOSURE NOT REQUIRED - FEE IS $25,000 OR LESS

1. Definitions

"City" means the City of Las Vegas.

"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 with the City of Las Vegas.

"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 company – 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 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.

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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

<table>
<tr><th>Block 1: Contracting Entity</th><th>Block 2: Description / Subject Matter of Contract</th></tr>
<tr><td>Name: Atkins North America, Inc.</td><td rowspan="2">Services for: Design of the Flamingo – Boulder Highway North – Boulder HWY, Sahara to Charleston</td></tr>
<tr><td>Address: 2270 Corporate Circle, Suite 200
Henderson, NV 89074</td></tr>
<tr><td>Telephone: 702-263-7275</td><td rowspan="2">Project Number: 160176-DC</td></tr>
<tr><td>EIN or DUNS :</td></tr>
</table>

Block 3: Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ 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.	Atkins North America, Inc. is a wholly owned subsidiary of the Atkins North America Holdings Corporation. The Atkins North America Holdings Corporation is a wholly owned subsidiary of a publicly listed UK Company, W.S. Atkins plc ("Atkins")	4030 West Boy Scout Boulevard, Ste. 700 Tampa, FL 33607	803-282-7275
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

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

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

01/26/2016
Date

Subscribed and sworn to before me this 26 day of January, 2016

_____
Notary Public

MARIA F MANN
Notary Public, State of Nevada
Appointment No. 14-12391-1
My Appt. Expires Dec. 11, 2017

END OF EXHIBIT "G"

City of Las Vegas Agenda Item No.: **19.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Contract No. 160183-DC, Prime Design Services for Washington Las Vegas Wash Park located at 4550 East Washington Avenue - Department of Public Works - Award recommended to: JW ZUNINO LANDSCAPE ARCHITECTURE, LLC ($467,400 - Parks and Leisure Services Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $467,400
Funding Source: Parks and Leisure Services CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for landscape architectural design services to the existing seven acre Washington Las Vegas Wash Park. New amenities include landscaping, irrigation, electrical, grading and drainage. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2014 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. JW Zunino Landscape Architecture, LLC is located in Las Vegas, Nevada.

PCC: D. Collins
POC: Jack Zunino - (702) 253-9390

RECOMMENDATION:
That City Council approve award of Contract No. 160183-DC, Prime Design Services for Washington Las Vegas Wash Park to JW Zunino Landscape Architecture, LLC in the amount of $467,400. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 160183-DC
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES
FOR
WASHINGTON LAS VEGAS WASH PARK

THIS CONTRACT is made and entered into this _____ day of _____, 2016, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **JW ZUNINO LANDSCAPE ARCHITECTURE**, (the "Consultant"), an **LLC organized and existing under the laws of the State of Nevada**, whose address is **3191 S. Jones Blvd. , Las Vegas, NV, 89146**.

WITNESSETH:

WHEREAS, the City intends to construct the **WASHINGTON LAS VEGAS WASH PARK** (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Contract.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Contract and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Contract, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.

1.03 ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, Project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Contract. The services specified by this Contract shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Contract is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Contract, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution to not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.03 of this Contract.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

1.08 ***Responsibility for Construction Document Revisions.***

A. ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Agreement, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.02.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Contract.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless this Contract provides for a different review time with respect to the document.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Contract. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Contract.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Contract.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Contract.

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Contract.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Contract.

SECTION FIVE
SUBCONSULTANT CONTRACT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an contract with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant contract a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Contract.

SECTION SIX
TERM OF CONTRACT

6.01 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Contract.

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of Additional Compensation.

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of sixty (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Contract.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Contract, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Contract according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Contract shall be maintained for three (3) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of this Contract to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,
(ii) the Consultant has not received an equitable adjustment under another provision of this Contract, and
(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Contract without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Contract. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause or Other Resolution.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Contract, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Contract,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Contract. In the event the cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

(ii) terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) continue with performance by the Consultant and serve within a reasonable time after completion of this Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.04 *Ownership of Documents.*

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City, for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The City agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse or alteration or the City's authorized use, reuse or alteration by any new consultant or other agent of the City. of the Consultant's designs, drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection which may include written permission to make changes or modifications to the plans.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work and upon the City's payment for the services rendered by the Consultant, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City, for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The City agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse or alteration or the City's authorized use, reuse or alteration by any new consultant or other agent of the City of the Consultant's designs, drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection which may include written permission to make changes or modifications to the plans. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. ***Definition of Architectural Work.*** For purposes of this Contract, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. ***Delivery of Documents.***

(i) In the event of the completion of this Agreement and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

(ii) In the event of the suspension or termination of this Agreement, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Agreement through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Agreement shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Agreement for any disputed payment claims.

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Contract shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Contract.

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of this Contract, the following insurances:

A. ***Worker's Compensation Insurance.*** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $10,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial automobile liability policy will be the sole responsibility of the Consultant and may not exceed $10,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

E. ***Cancellation or Modification of Coverage.*** The Consultant's Commercial General Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers employees and agents. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.
As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Contract, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Contract, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Contract whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Contract.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Contract shall be held to be invalid or unenforceable, the remaining provisions of this Contract shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in this Contract is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Contract with the agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20C of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Contract.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

D. ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

10.21 ***Attorney Fees.*** The City or the Consultant as the prevailing party that brought any litigation or arbitration to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Contract to days are to calendar days unless otherwise indicated.

10.23 ***Exhibits.*** All exhibits referenced in this Contract are hereby incorporated by this reference as a part of this Contract. Any conflict between the provisions of this Contract and the Exhibits incorporated herein shall be governed by the provisions of this Contract.

10.24 ***Counterparts; Electronic Delivery.*** 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.

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of June 17, 2015.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

By_____
Yolanda C. Jones, C.P.M., CPPO Date
Manager, Purchasing & Contracts

CONSULTANT

By_____ 3.21.16
Jack Zunino , JW Zunino Landscape Architecture Date

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 3/16/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT "A-1" JW ZUNINO PROPOSAL

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 Upon authorization to proceed as described in **Exhibit "C"**, the Consultant shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein.

1.2 PROJECT SITE DESCRIPTION

1.2.1 The Project improvement area, which may be adjusted as the Project develops, is described as:
1.2.1.1 Site address: 4550 East Washington Ave
1.2.1.2 Entire area of assessor's parcel number(s): 140-29-212-005
1.2.1.3 Gross site acreage: 7
1.2.1.4 Offsite improvement area: 1
1.2.1.5 As shown on the Consultant Proposal attachment to this Exhibit 'A1', titled Washington Las Vegas Wash Park.

1.3 PROJECT PROGRAM

1.3.1 The Project program, which may be altered as the Project develops, contains the following:
1.3.1.1 Approximate gross building square footage: 230
1.3.1.2 Improvement description: Develop a 7 acre site into a public park. Amenities to include a high school size soccer field, Lighted parking, (2) basketball courts, splash pad, swings, play area tot lots, restroom, (2) large ramadas, (5) small picnic shelters, exercise stations, lighted walkways, turf and landscape areas.

1.4 CONSTRUCTION COST BUDGET

1.4.1 "Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

1.4.2 Construction Cost Budget: **$4,700,000.00**

1.5 CHANGES TO SCOPE OR SERVICES

1.5.1 The following scope of services is in addition to the scope required elsewhere in this Contract. This scope is to be considered preliminary and may be altered as the Project develops.

1.5.2 If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

1.5.3 CHANGE IN SCOPE. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase of this Contract by less than twenty percent, no adjustment of the Consultant's compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the amount of the Consultant's work on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

1.5.4 The City Representative shall have authority to make decisions with respect to the materials, equipment, elements, and systems which are pertinent to the Project to be performed under this Contract and to approve changes to the scope of the Project that do not affect the Consultant's compensation or performance schedule.

1.6 GENERAL REQUIREMENTS

1.6.1 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-subconsultant contracts at all tiers, the provisions of this Contract related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

1.6.2 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

1.6.3 All Drawings shall be prepared using AutoDesk's AutoCAD 2014 or newer release in accordance with City CAD standards and industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

1.6.4 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Agreement, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall beginning upon notice to proceed and extend continuously until one year after final payment of this Contract has been made.

1.6.5 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or equal under the Substitution requirements of Section 01600."

1.6.6 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

1.6.7 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements required in this Contract.

1.6.8 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

1.6.9 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

1.6.10 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

1.6.11 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

1.6.12 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project including those items that the building department may normally allow as "deferred submittals." When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid and permit documents. Should the Contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's affect on the documents and the construction shall be borne by the Contractor, except that the Consultant shall have the duty to cooperate with the Contractor in reviewing the proposal for design compliance (including the Contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents shall be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the Contractor by change order.

1.6.13 All work shall be in full compliance with the applicable City of Las Vegas "**Design Standards for Buildings, Parks, and Parking Facilities**" ("Design Standards"), incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The Consultant agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

1.6.14 The Consultant shall insure that the new design contains no asbestos containing building materials of any kind.

1.6.15 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

1.6.16 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

1.6.17 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

1.6.18 OPM Software. Upon City request, Consultant shall utilize the City's online project management (OPM) software as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

1.6.18.1 The City shall provide:
1.6.18.1.1 A limited training manual for the OPM software and a maximum of two hours of OPM software training for up to four people at the City's offices.
1.6.18.1.2 The cost of any software licenses required by the OPM software manufacturer or distributor.
1.6.18.1.3 User accounts for Consultant's access to the OPM software.

1.6.18.2 The Consultant shall provide:
1.6.18.2.1 Training of Consultant personnel required to utilize the OPM software, except as provided by the City above.
1.6.18.2.2 Information using the forms, screen views, and information fields provided in the software and training materials.
1.6.18.2.3 Electronic notification in the OPM software of any submittals that cannot be transmitted electronically, such as material samples.
1.6.18.2.4 Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.

1.6.18.2.5 Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the OPM software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
1.6.18.2.6 Frequent monitoring of the OPM software.

1.6.18.3 Documents approved in the OPM software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the OPM software to provide approvals, and no excuse will be entertained by the City for unauthorized OPM software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the OPM approvals, upon City request.

1.6.19 CMAR Coordination. If the Project utilizes the Construction Manager at Risk (CMAR) delivery method, the Consultant shall coordinate and cooperate as necessary for the CMAR to provide their scope of preconstruction services for the Project.

1.6.20 Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

1.7 DEFINITIONS

1.7.1 "Construction Cost Estimate" as used herein is a forecast of the construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

1.7.2 "Contractor" as used herein refers to the party or parties that the City contracts to construct the Project. This includes without limitation general or specialty contractors utilizing a design-bid-build delivery method, a construction manager at risk, and design-builder when utilizing alternate delivery methods.

1.7.3 "Drawings and Specifications" as used herein shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

1.8 CITY'S REVIEW PROCESS

1.8.1 Upon receipt of any documents furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate, per **Exhibit "B"**, for each service phase submitted. The decision by the City Representative in this matter shall be final.

1.8.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may: i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents, based on the quantity set forth in **Exhibit "B"**, that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

1.8.3 The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents presented by Consultant fully comply with the requirements. After the City Representative determines that the documents comply with such requirements, the City shall begin a review of the documents.

1.8.4 After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

2.2 The City shall provide the Consultant with:

2.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

2.2.2 Project budget and the amount of the Construction Cost Budget.

2.2.3 Project schedule.

2.2.4 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

2.2.5 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

2.2.6 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

2.3 The City shall:

2.3.1 Acquire any required rights to the Project Site or air rights to adjacent sites as deemed necessary by the City.

2.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

2.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

ARTICLE 3: THE CONSULTANT'S RESPONSIBILITIES

3.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

3.1.1 Responsibilities Specific to this Project for Various Phases

3.1.2 Programming and Conceptual Design Phase

3.1.3 Schematic Design and Master Planning Phase

3.1.4 Design Development Phase

3.1.5 Construction Document Phase

3.1.6 Bidding Phase

3.1.7 Construction Administration Phase

3.1.8 Post Construction Phase

ARTICLE 4: RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

4.1.1 COST ESTIMATES

4.1.1.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the CSI UniFormat II style. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

4.1.1.2 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

4.1.2 GOVERNMENTAL AND AGENCY APPROVALS

4.1.2.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

4.1.2.1.1 General Plan Amendment. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required GPAs. If requested, meeting representation shall be an additional service.

4.1.2.1.2 Rezoning. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required rezonings. If requested, meeting representation shall be an additional service.

4.1.2.1.3 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

4.1.2.1.4 Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits. If requested, meeting representation shall be an additional service.

4.1.2.1.5 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Contract.

4.1.2.1.6 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

4.1.2.1.7 Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Public Works Department, including a Drainage Compliance Report.

4.1.2.1.8 Traffic Study. If requested by the City, traffic studies shall be provided as an Additional Service.

4.1.2.1.9 New and Modified Stationary Sources of Air Pollutants Permits. Should the Project program or Consultant's design and specification require a review or permit from the Clark County Department of Air Quality and Environmental Management for Stationary Sources, the Consultant shall provide the following services in regard to such Stationary Sources, including but not limited to Project pool heaters, generators, storage tanks, boilers, cooling towers, and fuel dispensing:

4.1.2.1.9.1 Authority to Construct Certificate. All determinations as to need and required applications, documentation, calculations, timely submittals, coordination, and hearing representation. The City will provide the Consultant with any required fees payable to Clark County.

4.1.2.1.9.2 Operating Permit. If requested by the City, assist in the preparation of the required calculations and documentation.

4.1.2.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final Construction Documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Representative on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

4.1.2.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

4.1.2.4 CAPITAL PROJECT MANAGEMENT SECTION NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Capital Project Management Section does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

4.1.2.5 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

4.1.3 GEOTECHNICAL DATA

4.1.3.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

4.1.3.2 GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

4.1.3.3 GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

4.1.3.4 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

4.1.3.5 SPECIFICATION. The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for many unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

4.1.3.6 NUMBER OF SOIL BORINGS. The Consultant acknowledges that the City's standard of placing the Contractor at risk for many unknown subsurface conditions can substantially increase the bid prices for the Project if insufficient data is provided, and that in order to limit this Contractor risk, twice as many, and deeper, borings will be provided than would have been normally produced for this Project, as further described in the City Design Standards. If the Consultant is responsible for providing the geotechnical report, these additional borings will be provided by the Consultant at no additional cost to the City as a part of the Consultant's Basic Services.

ARTICLE 5: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

5.1.1 Upon authorization by the City to Proceed with the Programming and Conceptual Design Phase, the Consultant shall:

5.1.1.1 GEOTECHNICAL REPORT. Prepare a geotechnical report for the Project.

5.1.1.2 SITE SURVEY. Prepare a boundary and topographic survey for the Project.

5.1.1.3 GENERAL PROJECT PROGRAM REQUIREMENTS. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

ARTICLE 6: SCHEMATIC DESIGN (SD) PHASE

6.1.1 Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

6.1.1.1 REVIEW. Review the program, schedule and Construction Cost Budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and Construction Cost Budget requirements, each in terms of the other and advise the City of any problem issues.

6.1.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule, and Construction Cost Budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Representative, alternative approaches to the design, theming, phasing, and construction of the Project. Unless otherwise directed, three (3) alternatives are considered the minimum quantity of alternatives to present for review and decision making.

6.1.1.3 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives, to confirm the feasibility of the Project program and design, as an Additional Service.

6.1.1.4 SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

6.1.1.5 ESTIMATE. Prepare a schematic level Construction Cost Estimate.

6.1.1.6 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

6.1.1.7 SCHEMATIC DESIGN, SCOPE AND BUDGET REPORT. Prepare a formal bound report using the City's standard format for graphics and content. The report shall include the following:

6.1.1.7.1 Schematic drawings including site master plan, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.

6.1.1.7.2 Outline specification.

6.1.1.7.3 Project Budget (provided by City).

6.1.1.7.4 Construction Cost Estimate.

6.1.1.7.5 Project Schedule (provided by City).

6.1.1.8 Provide five (5) half size copies of this report as well as the other required document submittals not included in the report from this phase.

6.1.1.9 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Scope and Budget Report. Comments regarding the Scope and Budget Report shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Scope and Budget Report prior to the Consultant proceeding with the Design Development Phase.

ARTICLE 7: DESIGN DEVELOPMENT (DD) PHASE

7.1.1 Upon authorization by the City to proceed with the Design Development Phase, the Consultant shall:

7.1.1.1 DOCUMENTS. Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

7.1.1.1.1 DRAWINGS:

7.1.1.1.1.1 Building data and code analyses.

7.1.1.1.1.2 Utility plans, including both on-site and off-site improvements.

7.1.1.1.1.3 Paving and grading plans, including both on-site and off-site improvements.

7.1.1.1.1.4 Planting plans.

7.1.1.1.1.5 Irrigation plans.

7.1.1.1.1.6 Site plans.

7.1.1.1.1.7 Floor plans, indicating the size of rooms and furniture arrangements.

7.1.1.1.1.8 Reflected ceiling plans.

7.1.1.1.1.9 Roof plans.

7.1.1.1.1.10 Building elevations.

7.1.1.1.1.11 Building and wall sections.

7.1.1.1.1.12 Finish schedules.

7.1.1.1.1.13 Foundation plans.

7.1.1.1.1.14 Framing plans.

7.1.1.1.1.15 Heating, ventilating and air conditioning (HVAC) plans.

7.1.1.1.1.16 Plumbing plans.

7.1.1.1.1.17 Lighting plans.

7.1.1.1.1.18 Power plans

7.1.1.1.1.19 Low voltage system plans.

7.1.1.1.1.20 Signage plans.

7.1.1.1.1.21 Any other drawings necessary to describe the Project sufficiently including theming and phasing, and to prepare an accurate cost estimate.

7.1.1.1.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

7.1.1.1.3 MOUNTED REVIEW BOARDS. Prepare colored site plans, exterior elevations, exterior and interior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

7.1.1.1.4 ESTIMATE. Prepare a detailed Construction Cost Estimate.

7.1.1.2 VALUE ENGINEERING SESSION. Upon reconciliation of the Consultant's Construction Cost Estimate to the Construction Cost Budget, the Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel and consultants.

7.1.1.3 SUBMITTAL. Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide (5) (copies of the final documents from this phase.

7.1.1.4 REVIEW. The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

ARTICLE 8: CONSTRUCTION DOCUMENTS (CD) PHASE

8.1.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

8.1.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents; or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

8.1.1.2 BID DOCUMENTS. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

8.1.1.3 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 90 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

8.1.1.4 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the Contractor to complete the Work, to be used in the bid documents and construction contract.

8.1.1.5 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

8.1.1.6 CONSTRUCTABILITY AND BIDABILITY REVIEWS. Should the City conduct constructability and bidability reviews of the documents using City personnel, consultants, contractors or others, the Consultant shall meet, cooperate and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City, at no additional cost to the City.

8.1.1.7 CD SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.

8.1.1.7.1 **Prepare 50 percent Construction Documents**, including the following:

8.1.1.7.1.1 General

8.1.1.7.1.1.1 Completed title sheets, abbreviations, legends and site plans.
8.1.1.7.1.1.2 Responses to 100 percent Design Development review comments and incorporation into the documents as required.
8.1.1.7.1.1.3 Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
8.1.1.7.1.1.4 Reference of all applicable codes, Project data and design numbers for rated assemblies.

8.1.1.7.1.2 Civil

8.1.1.7.1.2.1 Existing facilities plans showing all existing topography and improvements.
8.1.1.7.1.2.2 Utility distribution plans with sizes of all new and existing utilities.
8.1.1.7.1.2.3 Rough grading plans.
8.1.1.7.1.2.4 Finish paving and grading plans.
8.1.1.7.1.2.5 Horizontal control plans.
8.1.1.7.1.2.6 Horizontal and vertical control plans for all site lighting pole bases.
8.1.1.7.1.2.7 Details with references to the plans.
8.1.1.7.1.2.8 Final calculations required to meet all levels of completion.

8.1.1.7.1.3 Landscape

8.1.1.7.1.3.1 Landscaping plans denoting all materials and sizes.
8.1.1.7.1.3.2 Irrigation plans with sizing of all piping.
8.1.1.7.1.3.3 Details with references to the plans.

8.1.1.7.1.4 Architectural

8.1.1.7.1.4.1 Floor plans with all dimensions and room finishes noted.
8.1.1.7.1.4.2 All door, window, hardware, and glazing schedules complete.
8.1.1.7.1.4.3 Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
8.1.1.7.1.4.4 All elevations and sections.
8.1.1.7.1.4.5 Enlarged plans of specific rooms or areas as needed to accurately portray the work.
8.1.1.7.1.4.6 Interior and exterior details.
8.1.1.7.1.4.7 All section and detail bubbles completed to indicate the location of the sections and details.

8.1.1.7.1.5 Structural

8.1.1.7.1.5.1 Foundation plans including all dimensions.
8.1.1.7.1.5.2 Intermediate floor framing plans with complete section cuts and detail references.
8.1.1.7.1.5.3 Complete section and detail sheets.
8.1.1.7.1.5.4 Completed and detailed roof framing plans.
8.1.1.7.1.5.5 Final calculations required to meet this level of completion.

8.1.1.7.1.6 Mechanical/Plumbing

8.1.1.7.1.6.1 All HVAC sizing (ducts and equipment).
8.1.1.7.1.6.2 All air flow quantities noted.
8.1.1.7.1.6.3 All mechanical equipment and fixture schedules completed.
8.1.1.7.1.6.4 All pipe sizes noted.
8.1.1.7.1.6.5 Cathodic protection requirements specified.
8.1.1.7.1.6.6 Points-of-connection including invert elevations.
8.1.1.7.1.6.7 Completed riser diagrams.
8.1.1.7.1.6.8 All control diagrams shown and completed.
8.1.1.7.1.6.9 All details completed and referenced to the plans.
8.1.1.7.1.6.10 Final calculations required to meet this level of completion.

8.1.1.7.1.7 Electrical

8.1.1.7.1.7.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
8.1.1.7.1.7.2 Required single line drawings.
8.1.1.7.1.7.3 Completed panel schedules.
8.1.1.7.1.7.4 Electrical room details showing equipment in plan and elevation.
8.1.1.7.1.7.5 All special systems including grounding wells.
8.1.1.7.1.7.6 All details completed and referenced to the plans.
8.1.1.7.1.7.7 Fire alarm riser diagrams and zone schedules.

8.1.1.7.1.7.8 Final calculations required to meet this level of completion.

8.1.1.7.1.8 Specifications

8.1.1.7.1.8.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
8.1.1.7.1.8.2 Final form technical specifications in CSI format.

8.1.1.7.2 **Prepare 70 percent Construction Documents,** including the following:

8.1.1.7.2.1 Complete Drawings and Specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

8.1.1.7.3 **Prepare 90 Percent Construction Documents**, including the following:

8.1.1.7.3.1 Drawings

8.1.1.7.3.1.1 Complete drawings containing all the information listed in the preceding 50 percent Construction Documents section developed to 90% of final Ready to Bid drawings.

8.1.1.7.3.2 Specifications

8.1.1.7.3.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

8.1.1.7.3.3 Calculations

8.1.1.7.3.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations.

8.1.1.7.3.4 General

8.1.1.7.3.4.1 Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.

8.1.1.7.3.4.2 Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.

8.1.1.7.3.4.3 Provide Exterior Light Fixture cut sheets for review

8.1.1.7.4 **Prepare 100% Construction Documents**, including the following:

8.1.1.7.4.1 Drawings

8.1.1.7.4.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

8.1.1.7.4.2 Specifications

8.1.1.7.4.2.1 Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

8.1.1.7.4.3 Calculations

8.1.1.7.4.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

8.1.1.7.4.4 General

8.1.1.7.4.4.1 The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the 100% Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.

8.1.1.7.4.4.2 The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

ARTICLE 9: BIDDING PHASE

9.1.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

9.1.2 If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

9.1.3 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

9.1.3.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

9.1.3.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

9.1.3.3 Attend and participate in the Pre-bid meeting.

9.1.3.4 Participate in bid evaluation and recommendations.

9.1.4 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

ARTICLE 10: CONSTRUCTION ADMINISTRATION PHASE

10.1.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

10.1.2 CONSTRUCTION PROJECT REPRESENTATIVE. The individual designated as the City's Construction Project Representative is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

10.1.3 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

10.1.3.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

10.1.3.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

10.1.3.3 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.

10.1.3.4 PAYMENT APPLICATIONS. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

10.1.3.5 DOCUMENT REVISIONS. During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

10.1.3.6 SUBSTITUTIONS. The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

10.1.3.7 INTERPRETATIONS. If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

10.1.3.8 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

10.1.3.9 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

10.1.3.10 CONSTRUCTION CHANGE ORDERS. Promptly review, comment on, approve, and sign Construction Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Construction Change Order or Construction Change Directive is excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

10.1.3.11 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

10.1.3.12 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

10.1.3.13 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

10.1.3.14 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

10.1.3.15 TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Contract and do not authorize any Additional Services.

10.1.3.15.1 RFIs and SUBMITTALS, FORWARDING. Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

10.1.3.15.2 RFIs and SUBMITTALS, REVIEWING. For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

10.1.3.15.3 RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES. Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days** and **submittals within 10 calendar days** of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

10.1.3.15.4 PROJECT DELAYS. Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

ARTICLE 11: POST CONSTRUCTION PHASE

11.1.1 The Consultant shall provide the following scope of services:

11.1.1.1 RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one set of completed documents in electronic AutoCAD dwg format and one set of completed documents in electronic Adobe pdf format to the City.

11.1.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

END OF EXHIBIT "A"

EXHIBIT "A-1"

JW ZUNINO PROPOSAL
for
Washington Las Vegas Wash Park

TASK 1 Preliminary Refinement Plan and Cost Estimate

This graphic presentation would indicate refined locations of park programs and amenities, including tree placement, and park features. An equipment and material palette will be developed generally representing the material suggested that are appropriate for this type of project and in compliance with any design review requirements. As part of this task, we would include a preliminary estimate of probable construction cost. These drawings and estimate will be used for your review, comments and approval.

TASK 2 Schematic Plan and Cost Estimate

This graphic presentation would indicate final location of park amenities and programs. This task will also include geotechnical soils analysis and report. This task will also include a refined preliminary site plan including boundary and topography information. A drainage study and utility analysis will begin during this task. The schematic plan will also indicate revised tree placement, shrub massing, and groundcover plantings. A plant palette will be developed generally representing the plant material suggested that are appropriate for this type of project and in compliance with any design review requirements. As part of this task, we would include a schematic estimate of probable construction cost. These drawings and estimate will be used for your review, comments and approval.

TASK 3 Planting Plan

This document would indicate the location of all plant materials. It would list plants by botanical name and common name with sub-species as required. It would also include the total number of each variety and any special plant considerations. This task would also include technical specifications and details to properly implement the construction and provide bidding consistency.

TASK 4 Irrigation Plan

This technical drawing would indicate, as needed, the location and type of heads, valves, lines, controller, sleeves under pavement, point of connection and backflow preventer. It would include an irrigation legend specifying recommended manufacturers. This task will also include construction details and technical specifications. This information will facilitate quality control in bidding and construction.

TASK 5 Layout /Construction Plans

The newly designed hardscape will be indicated and shown with dimensions and construction technique to facilitate new construction. This document would be used for layout and construction coordination of all newly designed hardscape. Details and construction notes will be a part of this task.

TASK 6 Survey, Grading and Drainage Plans

The following will be included in this Task:

Drainage Study

A Technical Drainage Study (TDS) prepared in accordance with CLV criteria. It is anticipated that the existing flow pattern of the park site will not change. The following tasks will be performed:

- Review previously approved drainage studies for adjacent sites and facilities.
- Revise hydrologic models for proposed conditions.
- Prepare and submit TDS to the CLV and respond to one (1) round of comments.
- Attend one (1) meeting with the CLV.

Survey/Topography

- Set aerial panels to CLV coordinate system.
- Provide aerial mapping and field survey.
- Prepare Record of Survey to merge the two parcels. Deed (CLV-provided) is required to be recorded for merging the parcels.

Construction Drawings

- Horizontal control plans based on the site plan format at 1"= 20' scale.
- Demolition plans at 1"=20' scale. Plans will include demolition of existing facilities to accommodate proposed improvements.
- Construction and grading plans at 1"= 20' scale for on-site improvements. Off-site improvements are existing and will be maintained.
- Construction details at various scales for retaining walls, pedestrian paths and modifications to existing pedestrian paths, detailed grading, and other improvements that require special enlarged details.
- Utility plans at 1" = 20' scale. Plans will include abandoning existing sewer and water lines. Relocation of on-site fire hydrant to back of existing sidewalk along Washington Avenue. Proposed sewer and water as required to accommodate the proposed restroom facility and drinking fountains.
- Structural plans for PT-slab and miscellaneous structures. Review of restroom drawings provided by CLV.
- Additional Service Fee of $11,400.00 for Proposed road median left turn per CLV

TASK 7 Electrical Lighting Plan

As part of this plan we will provide electrical design as follows:

- Electrical design and load calculations for the dry utility companies for new service (Power and Telephone)
- Lighting Design and point-by-point lighting calculations utilizing LED for:
    1. Walking Trail
    2. Parking Lot
    3. Shade Structures
    4. Shaded Tot Lot
    5. Splash Pad
    6. Exercise Stations
- Sport Court and Sports Field Lighting
- Power and Telephone Connections to the pre-fab restroom facility provided by CLV
- Power Connection to Irrigation Controller and Booster Pump if required
- Utility Coordination with NV Energy and Century Link

TASK 8 Bid Support

- Assist in Evaluating Bidders Proposals
- Review all bids for discrepancies
- Assist in contractor selection

TASK 9 Contract Administration

- A maximum of 18 site evaluations/meetings as requested
- Clarification or interpretation of landscape drawings
- RFI responses and coordination
- Contractor submitted material submittal review

TASK 10 Post Construction Services

- Incorporate Contractor Field Revisions
- Incorporate Plan Revisions as necessary

Project Understanding and Assumptions

- The site is located adjacent to a Clark County Regional Flood Control District (RFCD) Facility; therefore RFCD concurrence will be required.
- The site is not located within a Federal Emergency Management Agency (FEMA) Special Flood Hazard Area (SFHA).

- We will provide ADA access to all locations; CLV will provide ADA review of design documents.
- No traffic studies will be required
- Reversionary of both parcels by CLV. No Zoning Plans will be included.

Exclusions from scope include:

- City Council/Town Board/Public Meeting attendance
- Submittal/Fee Reviews
- Fire Prevention Improvements
- NDEP Storm Water Prevention Pollution Permit (SWPPP)
- Permitting (grading, dust control, traffic control)
- Prepare right-of-way and easement documents
- Obtain title reports for property
- Separate submittals to various CLV departments for review (CLV will be responsible to distribute internally)
- Laboratory fees for water quality and soil testing
- Express Plans Check fees or review meetings
- Agricultural soils testing and reports
- Environmental Impact studies, statements or reports
- Flood Control
- LEED Design and Certification
- Street Lighting Design and Flasher Design for cross walks
- Renewable Energy Design
- Roadway lighting and traffic signal design
- Preparation of right-of-way and easement documents are not included in this scope.
- Proposed improvements will perpetuate existing flow patterns. Storm drain design and modeling is not included.

We propose to provide the services in Tasks 1 through 10 (excluding the additional service under task 6) for a lump sum fee of Four Hundred Twenty Three Thousand Dollars and NO/100 ($423,000.00)

This project will be billed according to the following design phases:

Basic Design Services	
Conceptual Design Refinement	$ 24,600.00
Schematic Design	$ 115,100.00
Design Development	$ 127,125.00
Construction Documents	$ 107,850.00
Bidding Phase	$ 5,550.00
Contract Administration	$ 33,805.00
Post Construction	$ 3,970.00
Reimbursable Expenses	$ 5,000.00
Total Basic Services:	**$ 423,000.00**

We propose to provide the additional services for the CLV requested 'Proposed Road Median Left Turn' as indicated under task 6 above, for a lump sum fee of Eleven Thousand Four Hundred Dollars and NO/100 ($11,400.00)

Additional Service Fee:	
Propose Road Median Left Turn	$ 11,400.00
Total Additional Services:	**$ 11,400.00**

We propose to provide the special services for a lump sum fee of Thirty Three Thousand Dollars and NO/100 ($33,000.00)

Special Services

Additional Design Services	$ 25,000.00
Post Design Services	$ 8,000.00
Total Special Services:	**$ 33,000.00**

JW ZUNINO
LANDSCAPE ARCHITECTURE

DATE: 2/17/2016

Project Name: Washington Las Vegas Wash Park
Project Number: 15612.00
Client: City of Las Vegas
Client Contact: Patrick Batte

Anticipated Construction Budget $4,700,000.00

Fee Breakdown by Phase

		JWZ	GCW	TJK	Ninyo & Moore	Integrity	ESG	Total Fee
	BASIC DESIGN SERVICES							
30	Conceptual Design Refinement	$ 24,600.00	$ -	$ -	$ -	$ -	$ -	$ 24,600.00
40	Schematic Design	$ 61,400.00	$ 39,700.00	$ 1,400.00	$ 8,100.00	$ -	$ 4,500.00	$ 115,100.00
50	Design Development	$ 66,300.00	$ 43,705.00	$ 2,000.00	$ -	$ 8,820.00	$ 6,300.00	$ 127,125.00
60	Construction Documents	$ 56,400.00	$ 35,900.00	$ 3,780.00	$ -	$ 8,820.00	$ 2,950.00	$ 107,850.00
70	Bidding Phase	$ 3,300.00	$ 1,750.00	$ 500.00	$ -	$ -	$ -	$ 5,550.00
80	Construction Administration	$ 24,960.00	$ 7,345.00	$ 1,500.00	$ -	$ -	$ -	$ 33,805.00
90	Post Construction	$ 2,370.00	$ 1,600.00	$ -	$ -	$ -	$ -	$ 3,970.00
	Sub-Total Hours:	**$ 239,330.00**	**$ 130,000.00**	**$ 9,180.00**	**$ 8,100.00**	**$ 17,640.00**	**$ 13,750.00**	**$ 418,000.00**
	BASIC SERVICES TOTAL HOURS:	**$ 239,330.00**	**$ 130,000.00**	**$ 9,180.00**	**$ 8,100.00**	**$ 17,640.00**	**$ 13,750.00**	**$ 418,000.00**

	Reimbursables							
100	Submittal and Coordination Reimbursables	$ 4,000.00	$ 1,000.00	$ -	$ -	$ -	$ -	$ 5,000.00
	Sub-Total Hours:	**$ 4,000.00**	**$ 1,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 5,000.00**

Total Basic Services Fee **$ 423,000.00**

	Additional Design Services							
110	Additional Offsite Design Services	$ 1,900.00	$ 9,500.00	$ -	$ -	$ -	$ -	$ 11,400.00
	Sub-Total Hours:	**$ 1,900.00**	**$ 9,500.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 11,400.00**

Total Fee **$ 434,400.00**

	SPECIAL SERVICES							
120	Additional Design Services	$ 25,000.00	$ -	$ -	$ -	$ -	$ -	$ 25,000.00
130	Post Design Services	$ 8,000.00					$ -	$ 8,000.00
	Sub-Total Hours:	**$ 33,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 33,000.00**

Total Fee **$ 467,400.00**

END OF EXHIBIT "A-1"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

1.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Contract and other Exhibits for additional submittals and requirements.

1.2 **Certificates of Insurance**
The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Contract. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

ARTICLE 2: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

2.1 Geotechnical Report
2.2 Site Survey.

ARTICLE 3: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

3.1 Schematic Design Drawings and Specification Outline.
3.2 Construction Cost Estimate.

ARTICLE 4: DESIGN DEVELOPMENT PHASE

4.1 Drawings and Specifications.
4.2 Presentation Drawings, mounted.
4.3 Materials Board.
4.4 Flood/Hydrology Report draft, if required by governing authorities
4.5 Construction Cost Estimate.

ARTICLE 5: CONSTRUCTION DOCUMENT PHASE

5.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Public Works Department, and written notice to the City of the submittal dates for each.

5.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.

5.3 NV Power, CenturyLink, and the Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.

5.4 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 50%, 90% and 100% submittals.

5.5 Exterior Light Fixture Cut Sheets at 90% Submittal.

5.6 Building Permit Application.

5.7 Building Department and civil Land Development section of the Building Department, plan review permit applications.

5.8 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

5.9 Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).

5.10 Drawing list with sheet title and issue date for each sheet.

5.11 Specifications contributing authors' stamps and signatures.

ARTICLE 6: BIDDING PHASE

6.1 All bidding documents in pdf format for posting on DemandStar.com.

6.2 Requested and necessary addenda.

ARTICLE 7: CONSTRUCTION ADMINISTRATION PHASE

7.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Contract, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.

7.2 Drainage Compliance Report.

ARTICLE 8: POST CONSTRUCTION PHASE

8.1 Final Record Drawings in both electronic or acid-free bond format.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Contract signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Contract and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

ARTICLE 2: PHASE SCHEDULE

2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Schematic Design	90	Includes 2 week City review period.
Design Development	90	Includes 2 week City review period.
Construction Documents	90	City review is concurrent with drawings progress. See below for the permitting phase scope.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	**270**	

2.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.

2.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development section of the Building Department for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS

3.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

3.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be responsible for any damages to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

3.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:

3.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Building Department and a separate civil package to the Land Development section of the Building Department.

3.3.2 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the civil construction permit application, and that these reviews can take many weeks to obtain.

3.3.3 The Land Development civil approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.

3.3.4 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Building Department drawing package submittal prior to the final review and approval of the Building Department submittal that this action is generally on the critical path of the Project schedule.

3.3.5 The NV Power design precedes the CenturyLink submittal and other dry utilities design, and must be submitted for pre-application and service/design application as early as possible.

3.3.6 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application to the Building Department for the Project for park projects, and as soon as allowed by the Water District for building projects. The District conducts a dual approval process involving design plan review simultaneous with the inter-local agreement process, which requires official approval by both the District Board and the City Council.

3.4 The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

ARTICLE 4: CONSTRUCTION SCHEDULE CHANGES

4.1 No Change in Fee. It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Contract, the Consultant is knowledgeable and experienced in determining the estimated Construction Time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the Construction Time to be included in the construction contract, and therefore has the ability to determine the Consultant's fixed fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Contract due to the length of time it takes to construct the Project, excepting if the following occur with no cause being in any way the fault of the Consultant:

4.1.1 Suspension Exception. The Consultant may be allowed an increase in fee for construction delays caused by the suspension of the Project as provided for in Section 10.01 Suspension of this Contract.

4.1.2 50% Time Extension Exception. The Consultant's fee for the Construction Phase may be adjusted due to the time required to construct the Project once the variation in "Construction Time" (as used within this Article, the time from the Contractor's notice to proceed until Substantial Completion) exceeds a fifty percent increase from the Construction Time provided in the Contractor's construction contract at award, with the Consultant absorbing any and all anticipated and unanticipated Consultant Construction Phase costs outside of the "Allowed Period" (as used within this Article, the Allowed Period is the time period beginning on the first day that the 50% increase is reached and ending at the close of business on the day preceding the date of Substantial Completion).

4.1.2.1 **PRIOR WRITTEN APPROVAL REQUIRED.** If the Consultant intends to apply for additional compensation for services rendered during the Allowed Period, permission must be requested in writing and written approval granted by the City prior to providing any such services. Should the Consultant fail to request the required permission, the City is under no obligation to provide additional compensation for services performed during the Allowed Period. Should the City request in writing reduced or specific services during the Allowed Period, the Consultant shall provide the services and be compensated as an Additional Service. Should the Consultant request the required approval and the City fail to grant it, the Consultant is under no obligation to provide the required ongoing Construction Phase services during the Allowed Period excepting this does not relieve the Consultant's obligation to provide punch list and other project close out tasks that are unrelated to the length of the construction schedule.

4.1.2.2 The time extension may be the result of poor contractor performance, third party delays, added change order work, weather delays, or any other cause, excepting any event, issue, or delay being in any way the fault of the Consultant (whether the sole cause or a contributing concurrent cause) shall not count toward the measurement of the 50% extension time period. For example, should a 100 day construction contract time extend to 150 days, the 150th day would be eligible for a fee adjustment, excepting in this example the consultant was negligent in returning timely submittals resulting in a total of 10 days delay over the course of the construction, with the result that the first day of the Allowed Period would then be the 160th day.

4.1.2.3 The Consultant shall submit Allowed Period timecard records for the City's review in determining eligible personnel, activities and hours, as well as any other requested records reasonable necessary for the City to make a determination.

4.1.2.4 Eligible personnel may include the individuals and positions named in this Agreement but not support personnel as defined in Exhibit "E".

4.1.2.5 Eligible activities may include the tasks required in this Agreement and conducted during the Allowed Period that would not have occurred except for the extended construction phase schedule such as attending weekly construction meetings, but not activities that would have been conducted regardless of the length of the construction schedule such as reviewing submittals, answering RFIs, and preparing punch lists of corrective work. Eligible activities must not benefit other projects in any way.

4.1.2.6 Any approved 50% extension fee adjustments shall be considered an Additional Service and utilize the rates in Exhibit "E" unless otherwise agreed to by the parties to this Agreement. Reimbursable Expenses shall not be included unless specifically authorized in writing by the City for the Allowed Period.

4.1.2.7 Any time extension related to a suspension of the Project during construction shall not count toward the measurement of the 50% extension time period. The time period related to the suspension may be allowed a fee adjustment as provided for in Section 10.01 Suspension of this Contract instead.

4.1.3 50% Time Reduction Exception. Should the Contractor reach Substantial Completion in less than 50% of the awarded Construction Time, the Consultant's Construction Phase fee shall be reduced. Should the Project reach Substantial Completion in 50% of the awarded Construction Time to 100% of the awarded Construction Time, the Consultant's fee for the Construction Phase shall not be reduced due to the early completion.

4.1.3.1 The cause of the reduction in time may be an efficient contractor, a generous awarded Construction Time, a change order scope reduction, a termination of the Project, or any other cause.

4.1.3.2 The amount of the fee reduction for the Construction Phase shall be based on the percent of the awarded Construction Time used. For example, if an awarded Construction Time was 100 days and the project was terminated 10 days into the time, the Construction Phase fee would be reduced to 10% of the original fee.

4.2 Post Construction. No adjustments shall be made to the Post Construction Phase fee due to changes in construction schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 9: TOTAL COMPENSATION

9.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$467,400.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 10: BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES

10.1 For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this Exhibit "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with this Contract based upon the percentage of services completed for each phase. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Programming and Conceptual Design	%	$25,600	Includes $1,000 for reimbursables
Schematic Design	%	$116,100	Includes $1,000 for reimbursables
Design Development	%	$128,125	Includes $1,000 for reimbursables
Construction Documents	%	$108,850	Includes $1,000 for reimbursables
Bidding	%	$6,550	Includes $1,000 for reimbursables
Construction	%	$33,805	
Post Construction	%	$3,970	Punch List
	TOTAL	**$423,000.00**	

10.2 The scope of work for each of the phases may be adjusted by the City Representative over the course of the Project, including establishing new services or the deletion of listed services. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable.

10.3 The City Representative shall have the authority to make such work scope adjustments to the services contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

10.4 ALTERNATE PAYMENT METHOD FOR BASIC SERVICES.
At the City's discretion, the City may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the Consultant's hourly rates. As part of this change to an hourly rate, the City may add, delete, or modify the services to be performed. The City shall provide written notice to the Consultant prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

10.5 CONSTRUCTION COST ESTIMATES.
Consultant shall **deduct** from the above Fees **$5,000** for each of the required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase.

ARTICLE 11: ADDITIONAL SERVICES ALLOWANCE

11.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City shall pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization from the City or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

11.2 Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services).

11.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

11.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

11.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Contract.

ADDITIONAL SERVICES ALLOWANCE		
TOTAL NOT-TO-EXCEED COST	$33,000.00	Design and Engineering calculations, exhibits, renderings, meetings, and documents.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 12: CONSULTANT HOURLY RATES

12.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	RATE	UNIT
Principal Landscape Architect	$200	Per Hour
Landscape Architect	$170	Per Hour
Project Manager	$150	Per Hour
Landscape Project Coordinator	$130	Per Hour
Clerical	$80	Per Hour
Runner	$60	Per Hour

ARTICLE 13: SUB-CONSULTANT HOURLY RATES

13.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

SUBCONSULTANT #1 GCW Engineers	RATE	UNIT
Principal	$210	Per Hour
Associate	$195	Per Hour
Supervising Engineer	$180	Per Hour
Project Manager	$160	Per Hour
Engineer/Land Surveyor	$145	Per Hour
Senior Designer	$125	Per Hour
Designer	$115	Per Hour
Specification Manager	$160	Per Hour
Intern	$105	Per Hour
CAD Technician	$90	Per Hour
Project Assistant	$85	Per Hour
Survey Field Crew	$160	Per Hour

SUBCONSULTANT #2 TJK Consulting Engineers	RATE	UNIT
Principal Engineer	$225	Per Hour
Principal	$200	Per Hour
Engineers/Project Managers	$90-$195	Per Hour
Engineering Interns/Designers	$70-$185	Per Hour
Engineering Draftsman	$50-$100	Per Hour
Administrative	$50-$90	Per Hour

Sub Consultant #3 –Ninyo and Moore

	Per Hour
Principal Engineer/Geologist/Environmental Scientist	$ 160
Senior Engineer/Geologist/Environmental Scientist	$ 145
Certified Industrial Hygienist	$ 145
Senior Project Engineer/Geologist/Environmental Scientist	$ 136
Project Engineer/Geologist/Environmental Scientist	$ 130
Senior Staff Engineer/Geologist/Environmental Scientist	$ 115
Staff Engineer/Geologist/Environmental Scientist	$ 110
GIS Analyst	$ 110
Field Operations Manager	$ 92
Supervisory Technician/Inspector	$ 90
Special Inspector (ICC: Structural Steel)	$ 90
Special Inspector (ICC: Concrete, Masonry, and Fireproofing)	$ 85
Senior Inspector	$ 85
Grading Inspector (NICET/NAQTC)	$ 85
Senior Field/Laboratory/Environmental Technician	$ 75
Field/Laboratory Technician	$ 72
Technical Illustrator/CAD Operator	$ 70
Geotechnical/Environmental/Laboratory Assistant	$ 57
Information Specialist	$ 57
Data Processing, Technical Editing, or Reproduction	$ 55

SUBCONSULTANT #4 –Integrity Engineering	RATE	UNIT
Principal P.E.	$180	Per Hour
Senior Project Manager/Senior Engineer	$150	Per Hour
Project Manager	$120	Per Hour
Project Engineer/Senior Designer	$100	Per Hour
CAD Designer/Senior CAD Technician	$90	Per Hour
Project Coordinator/Processor	$70	Per Hour
Clerical	$60	Per Hour
Principal P.L.S.	$180	Per Hour
Professional Land Surveyor	$150	Per Hour
Survey Project Manager	$120	Per Hour
Survey Technician	$80	Per Hour
2- Man Survey Crew	$190	Per Hour
Clerical-Survey	$60	Per Hour

SUBCONSULTANT #5 ESG	RATE	UNIT
Principal	$200	Per Hour

ARTICLE 14: ADDITIONAL SERVICES RATES

14.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Offsite left turn median east and west bound on Washington.	Civil documents approved by CLV Land Development	0 days	$11,400

14.2 These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

14.3 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one (1.0)** times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

14.4 The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

ARTICLE 15: REIMBURSABLE EXPENSES

15.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

15.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one (1.0)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

15.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

15.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

15.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, Additional Services Rates, and Reimbursable Expenses shown in this Contract, and may otherwise only be authorized by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

15.6 Should travel and per diem expenses be so authorized by the City:

15.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

15.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

15.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

15.6.4 Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 1: CITY PERSONNEL

1.1 CITY REPRESENTATIVE: Patrick Batte

1.2 CITY REPRESENTATIVE'S SUPERVISOR: Mark Sorensen

ARTICLE 2: CONSULTANT'S PROJECT STAFF

2.1 The following personnel will be assigned by the Consultant to work on the Project. Any changes or additions require City approval.

2.1.1 CONSULTANT REPRESENTATIVE: Brad Theurer

2.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Jack Zunino

2.1.3 PROJECT LANDSCAPE ARCHITECT: Landscape Architect Jack Zunino

2.1.4 **RESPONSIBLE IN CHARGE PERSON**
List name of individual Architect as licensed: Jack Zunino

2.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Architect license number: Landscape Architect #150

ARTICLE 3: CONSULTANT'S SUBCONSULTANTS

3.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

3.1.1 CIVIL ENGINEER/STRUCTURAL:-Tim McCoy VP, Jay Guzman-Project Designer

3.1.2 MECHANICAL/ELECTRICAL ENGINEER: TJK Consulting Engineers Tom Anderson-Principal, Patrick Myrick-Project Manager

3.1.3 INDEPENDENT COST ESTIMATOR (NOT the Consultant): Ed Golembiewski -Owner

3.1.4 GEOTECHNICAL ENGINEER: Brad Olsen-Principal

3.1.5 LAND SURVEYOR:-Ernest Freggiaro Principal, Roland "Chip" Messier-Project Manager.

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"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.

"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 company – the managing member as well as all the other members.

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***	Block 2	*Description*
JW Zunino Landscape Architecture, LLC 3191 S. Jones Blvd. Las Vegas, NV 89146		**Services for:** Contract No. 160183-DC Prime Design Services for Washington Las Vegas Wash Park	
Telephone:	(702) 253-9390 (702) 253-1016		
EIN or DUNS:	743119415		

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 3

Type of Business

☐ Individual ☐ Partnership ✖ Limited Liability Company ☐ Corporation

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.	Jack Wayne Zunino, President, Owner	3191 South Jones Blvd., LV, NV 89146	702-253-9390
2.			
3.			

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: _____

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.

JILL KLELES
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 07-1600-1
My Appt. Expires January 18, 2019

Jack Zunino
Name
2/19/16
Date

Subscribed and sworn to before me this 19 day of
Feb. , 2016.

Jill Kleles
Notary Public

END OF EXHIBIT "G"

City of Las Vegas Agenda Item No.: **20.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Memorandum of Agreement between the City of Las Vegas and the United States of America, by and through the Department of the Interior Bureau of Land Management Las Vegas Field Office for the outlining of the duties and role of the City Liaison working in the capacity as a Realty Specialist or equivalent position in the Bureau of Land Management (BLM), Las Vegas Field Office located at 4701 North Torrey Pines Drive - Ward 4 (Anthony)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This Memorandum of Agreement sets forth the intent for the City and the BLM to manage, streamline and expedite the process and completion of the City's lands and realty workload at the BLM local field office. The City's BLM Liaison will have the authority to represent the City in all land use issues as directed by the City Manager. The term is for five years and may be extended upon written notification to the BLM.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Memorandum of Agreement

MEMORANDUM OF AGREEMENT
BETWEEN U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
LAS VEGAS FIELD OFFICE AND
CITY OF LAS VEGAS

Summary: This Memorandum of Agreement(MOA) is made and entered into by and between City of Las Vegas (City), and the United States of America, by and through the Department of the Interior, the Bureau of Land Management (Bureau or BLM), acting pursuant to the Federal Lands Policy and Management Act of 1976, 43 U.S.C. 1701 *et seq.* (as amended), the Recreation and Public Purpose Lease Act of June 14, 1926, as amended and codified at 43 U.S.C. 869 *et seq.* and the Southern Nevada Public Land Management Act of 1998 (SNPLMA), P.L. 105-263, and all other applicable Federal and State legislation.

1. Purpose:

This MOA sets forth the intent for the City and the BLM to manage, streamline and expedite the process and completion of the City's lands and realty workload at the Bureau of Land Management, Las Vegas Field Office.

This MOA sets forth the understanding, duties and role of a City Liaison working in the capacity as a Realty Specialist in the Bureau of Land Management, Las Vegas Field Office. Said duties and roles are identified in Exhibit "A" and by this reference is incorporated herein.

2. Authority:

The BLM enters into this MOA under the authority contained in Sec. 307(b), Federal Land Policy and Management Act (FLPMA) of October 21, 1976, P.L. 94-579 (90 STAT. 2763, 43 USC1733), and Section 202(c)(9) of FLPMA as delegated in BLM Manual 120 and Nevada Supplement. The City enters into this MOA under the authority contained in NRS 277-180.

3. Definitions:
   a. Memorandum of Agreement (MOA): means this MOA between the Bureau of Land Management and City of Las Vegas.
   b. BLM: means Las Vegas Field Office, Bureau of Land Management, Las Vegas Field Office
   c. City: means the City of Las Vegas, Clark County, Nevada.
   d. City Council: means the governing body of City of Las Vegas.
   e. Field Manager: means the Field Manager for the Las Vegas Field Office, Bureau of Land Management.
   f. Assistant Field Manager (AFM): means the Assistant Field Manager for the Las Vegas Field Office, Bureau of Land Management.

4. Agreement:
   a. The City shall designate an employee who is authorized to act as a Liaison with the BLM. Unless otherwise stated, this person shall be a Realty Specialist or Equivalent position.
   b. The BLM will provide the City with a copy of the position description and performance standards of this position.
   c. The BLM AFM, Lands Division may meet with the Liaison's manager as needed to discuss the Liaison's position or performance.
   d. The Liaison will have the authority to represent City of Las Vegas in all land use issues, as directed by the City Manager.
   e. The Liaison will be able to work at their own convenience, and will be given security clearance and limited BLM computer, and door access to the BLM, Las Vegas Field Office facilities, between the hours of 8:00 am and 4:30 pm Pacific Standard Time. (Not including Federal Holidays or other Federal Office Closures)
   f. The employee will be able to independently utilize the Bureau's external automated lands and records systems and other applications to document all.
   g. The Liaison will have the authority to voice the City's position on the resolution of some lands issues and/or problems.

5. BLM Duties:
   a. Provide Liaison with security clearance and limited door access for the hours of 8:00 am-4:30 pm Pacific Standard Time.
   b. Provide Liaison with access to BLM facilities and parking.
   c. Provide Liaison with cubicle desk and phone.
   d. Provide Liaison with government computer access, including assigned email and required software.
   e. Provide Liaison access to facilities equipment, including copier and fax machine.
   f. Provide limited computer access to E-Planning.
   g. Date stamp City Land Use Applications, and other documentation or correspondence, upon receipt.
   h. Serialize Applications and/or Conveyances Requests, and assign casefile number.
   i. Create a casefile jacket for each project.
   j. Assign a BLM Realty Specialist for Lands and Realty Training and questions.
   k. Assign a land law examiner to Liaison.
   l. Enter data into LR2000 to bureau-wide standards for all case processing and administration actions.

6. Skill or Relevant Experience and Training Requirements:
   a. Federal Information System Security Awareness Training
   b. Privacy and Records Management Training
   c. Equal Employment Opportunity Training
   d. Sexual Harassment Training
   e. Basic Map Reading
   f. Legal Descriptions and Land Status
   g. E-Planning
   h. Technical Writing
   i. NEPA Concepts – Module 1 and 2
   j. NEPA Analysis Process
   k. NEPA Analyzing Impacts
   l. NEPA – CX
   m. NEPA – DNA
   n. Purpose and Need
   o. On-the-job training of Realty Specialist duties

7. Miscellaneous:
   a. The Liaison utilized under this MOA are not Federal Employees for the purposes of laws administered by the Office of Personnel Management (OPM) and do not have entitlement to any Federal pay or benefits such as insurance, retirements and leave.
   b. The BLM shall have no responsibility for expenses of City employees, for which the Liaison has full and excusive responsibility.
   c. The Liaison will not be a government employee and is not authorized to undertake and government function or activity on behalf of the BLM beyond routine Liaison duties.
   d. The Liaison shall not engage in activities which would reasonably lead the visiting public to conclude that they are Government employees.
   e. The Liaison shall not have access to any information not otherwise subject to disclosure under applicable law such as the Freedom of Information Act.
   f. Liaison Personnel Security and Suitability Requirements: Performance of this MOA requires the Liaison to have a Federal government-issued personal identification card before being allowed unsupervised access to a DOI facility and information system. The AFM will be the sponsoring official, and will make the arrangement for personal identity verification and card issuance.
   g. At least two (2) weeks before start of this MOA performance, the City will identify the Liaison personnel who will require physical and logical access for performance of work under this MOA. The City must make their personnel available at the place and time specified by the Program Office in order to initial screening and background investigations. The following forms, or their equivalent, may be used to initiate the credentialing process: OPM Standard Form 85 or 85P, OF

306 Fingerprint card (local procedures may require the fingerprinting to be done at a police station; in this cases, and charges are to be borne by the City) Release to obtain Credit Information PIV card application and enrollment in the USAccess System.

h. City employees are required to give, and to authorize others to give, full, frank and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorized provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the City personnel being screened or investigated in person, by telephone or in writing, and the City agrees to make them available for such contact.

i. Alternatively, if an individual has already been credentialed by another agency through OPM, and that credential has not yet expired, further clearance may not be necessary. Provide the sponsoring office with documentation that supports the individual's status. During performance of the MOA, the Count will keep the AFM apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the AFM within twenty-four (24) hours. Replacements will be at the City's expense. If reissuance of expired credentials is needed, it will be coordinated through the AFM.

j. At the end of the MOA's performance, of when a City employee is no longer working under this MOA, The City will ensure that all identifications are returned to the AFM. Before starting work under this MOA, a National Agency Check (NAC) which will be conducted to verify the identity of the individual apply for clearance. Upon successful completion of the NAC process, and identification card will be issued and access granted.

k. Simultaneously, and NAC with Inquiries (NACI) will be initiated to determine the individual's suitability for the position. If the NACI adjudication is favorable, nothing more needs to be done. If the adjudication is unfavorable, the credentials will be revoked. In the event of a disagreement between the City and Government concerning the suitability of an individual to perform work under this MOA, DOI shall have the right of final determination.

l. Before the Liaison is granted access to the BLM Federal computer system they must first successfully complete the U.S. Department of the Interiors' (DOI) Federal Information Systems Security Awareness Online Course. This course was designed specifically for users of Federal computer systems. The course is a Web-based training product that explains the importance of Information Systems Security and takes approximately one hour to complete. This course is mandatory for all Department of the Interior employees, contractors, and all other users of DOI computer resources. Topics covered in the course include: threats and vulnerabilities, malicious code, user responsibilities, and new developments affecting Information systems Security.

8. Government Furnished property:
   a. Furniture and Office supplies furnished by the BLM to the City will be used for official purposes only and will be subject to the terms of the agreement. Furniture and Office Supplies will be returned in the same condition received except for normal wear and tear in project Use.
   b. The Use of a government vehicle as a driver or passenger is not allowed.

9. Liabilities:
   a. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provide by Congress under the Federal Tort Claims Act, 28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80 Statue 306.

10. Indemnification:
    a. The City will indemnify and hold the Government harmless from any and all losses, damages, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made, arising out of the activities of the City Liaison, to the extent the laws of the state where the City is located.

11. Terms of Agreement:
    a. This agreement will become effective on the date of signature of the AFM and the City, and may remain in effect for up to five (5) years.

b. A request to extend the MOA will be requested by the City and submitted to the AFM at least 30 days prior to the expiration date of the MOA. A request for an extension that is received by the AFM after the expiration date may not be honored.
c. Either party to this MOA may terminate the Agreement after thirty (30) days prior written notice to the other party. During the intervening thirty days, the parties agree to actively attempt to resolve any outstanding disagreements or disputes. After termination, all City land use actions will be transferred to the BLM staff for processing.

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor Date

Bureau of Land Management

By: _____
Timothy Z. Smith Date
District Manager

Attest:

By: _____
LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By: John S. Richies 3/2/16
Deputy City Attorney Date

Exhibit "A"

1. The Liaison will submit Land Use Applications, Conveyance Requests, and other documentation and correspondence on behalf of the City, for the purpose of various needed land use actions.

2. The Liaison will determine land ownership and status, review applications, plans of development, and conduct field examinations.

3. The Liaison will analyze and process a wide variety of lands and realty actions for the City including rights-of-way, land conveyances, Recreation and Public Purposes (R&PP) leases, and permits, assignments, and relinquishments.

4. The Liaison will streamline the pre-application and application process for ROW applications, Recreation and Public Purpose Leases and Conveyances.

5. The Liaison will determine NEPA Document needed for project.

6. The Liaison will enter projects into E-Planning for NEPA Review from BLM Resource Specialists.

7. The Liaison will prepare environmental documents on all types and complexities of realty work.

8. The Liaison will submit Notification letters to adjacent ROW holders.

9. The Liaison will complete all ROW steps for processing.

10. The Liaison will perform long-term monitoring of authorizations issued to City of Las Vegas.

11. The Liaison will prepare or request required reports and assessments that consider all issues such as cadastral survey, hazardous materials, appraisals, cultural input, mineral, title grant authorizations, decision letters, enforceable terms and conditions.

12. The Liaison is responsible for calculation and determining realty lands cost recovery, rental and monitoring fees, if applicable.

13. The Liaison will conduct pre-application meetings with the BLM, as needed.

14. The Liaison will represent the City for meetings related to their land use actions, and/or City topic of discussion or interest.

15. The Liaison will independently prepare and disseminate Notice of Realty Actions when required.

16. The Liaison will submit and route all project letters to management for approval.

17. The Liaison will provide renewal application for ROWs due to expire within 120 calendar days of expiration.

18. The Liaison will provide renewal applications for R&PPS due to expire within 180 calendar days of expiration.

19. The Liaison will process all City projects, with the exception of developer driven applications which may be done by the City on a case by case basis.

City of Las Vegas Agenda Item No.: **21.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Lease Agreement between the City of Las Vegas and Senior Tripsters Inc. for the lease of office space within the Las Vegas Senior Center located at 451 East Bonanza Road - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The Las Vegas Senior Tripsters currently occupies space at the Las Vegas Senior Center and wishes to enter into a Lease Agreement to expand their space for a total of 382 square feet for the purpose of conducting business as it relates to their non-profit activities. The term is for five years with two additional terms of one year each. They will pay the City a fee in the amount of $150 per month for utility costs incurred and an annual rental fee of $1.00.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Lease Agreement

LEASE AGREEMENT
BETWEEN
THE CITY OF LAS VEGAS AND SENIOR TRIPSTERS INC.

THIS LEASE AGREEMENT ("Lease") is entered into this _____ day of_____, 2016, ("Effective Date") by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), and Senior Tripsters Inc., a Nevada non-profit corporation ("Tenant"). City and Tenant may be referred to singularly as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the City is the owner in fee of that certain real property consisting of land of approximately 2.90 acres, Assessor's Parcel Number ("APN") 139-27-803-009 (the "Real Property");

WHEREAS, the City is owner of the Las Vegas Senior Center ("Senior Center") with an address of 451 East Bonanza Road, Las Vegas, Clark County, Nevada 89101 located on the Real Property;

WHEREAS, the Tenant desires to continue to occupy a portion of the Senior Center by leasing two offices consisting of approximately three-hundred and eighty two (382) total square feet as depicted on Exhibit A (the "Premises"), under the terms, conditions and covenants hereinafter set forth;

WHEREAS, pursuant to Nevada Revised Statute 268.053, the Las Vegas City Council may lease property to a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code if the property is not needed for the public purposes of the City and the property is actually used for non-profit purposes on such terms and conditions as approved by the City Council, with the provision that if the tenant ceases to use the property for non-profit purposes, such lease is void as a matter of law; and

WHEREAS, City desires to lease the Premises to Tenant in accordance with Nevada law.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

ARTICLE 1.
DEMISE OF PREMISES.

1.1. PREMISES. City hereby leases to Tenant, and Tenant hereby leases from City, the Premises, subject to the terms, conditions, benefits, and rights hereinafter set forth.

ARTICLE 2.
TERM, DELIVERY/ACCEPTANCE AND SURRENDER, TERMINATION.

2.1. PRIMARY TERM. Unless earlier terminated in accordance with the terms in this Lease, the Lease shall commence on the Effective Date and be for a term of five (5) years ("Primary Term").

2.2. EXTENSION TERMS. At all times during which this Lease is in force and effect, and if Tenant is not in default of this Lease, Tenant may request to extend this Lease for two (2) additional terms of one (1) years each (each an "Additional Term") by giving a written request addressed to the attention of the City's Real Estate Administrator at least ninety (90) days prior to the expiration of the Primary Term or the first Additional Term or any Periodic Tenancy Term, as defined below, as applicable, and upon receiving such request City shall provide written notification of approval or denial of the requested Additional Term within thirty (30) days of receipt of the request.

2.3. PERIODIC TENANCY TERM. In the event that an Additional Term, as detailed in Section 2.2, is not entered into at the end of the Primary Term, and if Tenant is not in breach of this Lease and elects to remain in the Premises, this Lease will automatically extend for one-year terms (each a "Periodic Tenancy Term"), unless the City provides written notice to Tenant that City does not wish to extend this Lease on a year-to-year basis. Such written notice must be made ninety (90) days prior to the end of the Primary Term or the end of any Periodic Tenancy Term created by this Section 2.3. The Periodic Tenancy Terms created by this Section will be subject to the remaining provisions of this Lease. The Primary Term, any Additional Terms and any Periodic Tenancy Term may each be generally referred to herein as a "Term".

2.4. DELIVERY/ACCEPTANCE OF THE PREMISES. Upon the Effective Date, City shall deliver to Tenant, and Tenant shall accept from City, possession of the Premises, fixtures, and City's personal property, if any, as outlined in Exhibit B. City will provide keys to Tenant for the Premises for a Twenty Five and No Cent ($25.00) per key refundable deposit. Any other access system to Premises other than the lock provided by City is Tenant's sole responsibility. If Lessee installs an alternate access system, Lessee shall promptly furnish a key or other access device to City for emergency and other access purposes contemplated herein.

Tenant acknowledges and agrees that it is leasing the Premises based solely upon Tenant's inspection and investigation of the Premises and all documents related thereto, or its opportunity to do so, and except for City's covenants, representations, and warranties otherwise expressly set forth in this Lease, Tenant is leasing the Premises in an "AS IS, WHERE IS" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind. Without limiting the above, Tenant acknowledges that, except as otherwise expressly set forth in this Lease, neither City, nor any other party has made any representations or warranties, express or implied, on which Tenant is relying as to any matters, directly or indirectly, concerning the Premises including, but not limited to, the infrastructure, if any, development rights, expenses associated with the Premises, taxes, assessments, bonds, utilities, soil, subsoil, drainage, environmental or building laws, rules or regulations, or Hazardous Materials (as defined below), or any other matters affecting or relating to the Premises.

"Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used in the Lease, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing.

2.5. TERMINATION. In addition to other termination provisions contained in this Lease, this Lease may be terminated with or without cause by either Party providing the other party ninety (90) days advance written notice of its intent to terminate. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the ninety (90) day notification period ends. For the avoidance of doubt and by example, if notification is provided on the 5th day of January, the Lease Agreement terminates on April 30 of that same year.

2.6. SURRENDER OF PREMISES. At the expiration of any Term or the earlier termination of this Lease, Tenant will surrender possession of the Premises and Property, City's personal property, if any, listed on Exhibit B and New Improvements, as defined below, constructed by Tenant located thereon and deliver the same to City in good order, condition and repair, ordinary wear and tear, casualty, condemnation and acts of God excepted, in each case shall automatically vest in, revert to (as applicable) and become the property of City, in each case free and clear of all liens or encumbrances, but without any other representation or warranty by Tenant and without any compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance, or other act or agreement of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall have no right to remove any Existing Improvements or New Improvements from the Premises without the express written consent of City, and Tenant shall have no obligation to remove any (a) Existing Improvements or (b) any New Improvements permitted to be constructed or installed in the Property or Premises by Tenant under this Lease. Notwithstanding the foregoing, at the option of City, Tenant shall raze all or any portion of any New Improvements not permitted to be constructed or installed on the Property or Premises by Tenant under this Lease and that are designated by City in writing to Tenant to be razed at least six (6) months prior to the expiration of a Term or within ninety (90) days after any earlier termination of this Lease, and in such event, Tenant shall surrender the Premises free and clear of any such New Improvements so designated. In the event Tenant does not surrender possession of the Premises to City as provided above, City shall use all reasonable and legal means to evict Tenant from the Premises. In the event that City's personal property is removed from the Premises upon surrender of possession of the Premises, Tenant shall be responsible for the payment of fair market value of such City's personal property removed from the Premises.

Any of Tenant's improvements, including, without limitation, trade fixtures, furniture, furnishings or other property that are permanently affixed to the Property or Premises and not easily removed (collectively, "New Improvements") shall not be removed by Tenant upon the termination of this Lease and shall automatically become the property of City.

All of Tenant's trade fixtures, furniture, furnishings, and other personal property not permanently affixed to the Property or Premises (collectively, "Tenant's Personal Property") shall be and remain the property of Tenant during any Term and thereafter. During any Term, Tenant shall have the right to remove or dispose of any or all of Tenant's Personal Property, though Tenant shall repair any damage caused to the Premises resulting from such removal; provided, however, that at all times Tenant shall provide and maintain during any Term such Tenant's Personal Property as necessary in order to operate the Premises in accordance with the terms of this Lease. Upon the expiration of the last Lease Term and Tenant's vacation of the Premises, Tenant shall be permitted to remove Tenant's Personal Property from the Premises, so long as Tenant makes reasonable repairs to the Premises caused by such removal, reasonable wear and tear excepted. At the expiration of any Term or the earlier termination of this Lease, Tenant will be responsible to surrender all City issued keys at termination and City shall return the per key deposit to Tenant.

ARTICLE 3
RENT, TAXES

3.1. RENT & UTILITY FEE. Tenant agrees to pay to City, billed by the City's Finance Department, without prior demand and without any deduction or off-set whatsoever, except as provided in this Lease, annual rental in the amount of One Dollar and No Cents ($1.00) per year for the Primary Term and any Additional Term (the "Rent"), payable in full for the Primary Term upon the Effective Date. In addition to the Rent, Tenant shall pay One Hundred Fifty Dollars and No Cents ($150.00) per month for the first year of the Primary Term ("Utility Fee") for miscellaneous utility costs incurred by City, as detailed in

this Lease. Thereafter at least thirty (30) days prior to each anniversary of the Effective Date during any Term, City shall provide written notice to Tenant of any change in the Utility Fee for the subsequent year.

3.2. TAXES. Commencing on the Effective Date, and continuing at all times during which this Lease is in force and effect, Tenant agrees to pay, or cause to be paid, without off-set or deduction, the amount of all Taxes assessed for any reason and levied on the Premises and New Improvements. Such Taxes shall be paid directly to the tax assessor by Tenant. Tenant shall provide to City proof of payment of all Taxes assessed on the Premises within thirty (30) days after payment of such Taxes. The term "Taxes" levied on the Property, the Existing Improvements, or New Improvements shall mean any form of tax, special tax, assessment, lien, bond obligation, license fee, license tax, tax or excise on rent, possessory interest tax or any other levy, charge, or expense, together with any statutory interest thereon, imposed or required at any time by any federal, state, county, city or quasi-governmental authority having jurisdiction, or any political subdivision thereof, or any improvement or special assessment district thereof (hereinafter individually and collectively referred to as "Governmental Agencies"), on any interest of City or Tenant or both in the Premises or New Improvements thereon, including, without limitation: (a) any impositions by Governmental Agencies (whether or not such impositions constitute tax receipts) or any other payments to Governmental Agencies (whether involuntarily imposed by any such Governmental Agencies or voluntarily agreed to by City) in substitution, partially or totally, of any impositions now or previously included within the definition of real property taxes; (b) any impositions upon this Lease or any document to which Tenant is a party, otherwise payable under any special improvement district, special service district or any other special taxing district or authority, annual or periodic license or use fees, excises, school, sewer and parking fees or any other assessments, levies, fees, or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including fees "in-lieu" of any such tax or assessment). In addition, in no event shall Tenant be responsible for paying any increases in Taxes that are directly attributable to City's sale or transfer of fee title to the Premises that constitutes a "change in ownership" for purposes of real property taxes and assessments against the Premises, other than a sale or transfer by City to Tenant. Any Taxes relating to a fiscal period of the taxing authority, only a part of which period is included within any then current Term, shall be prorated as between City and Tenant so that Tenant shall pay the portion attributable to any period during such Lease Term. Tenant's obligation to pay Taxes that accrued during any Lease Term shall survive the expiration or earlier termination of this Lease. Tenant shall have the right to contest any Taxes or the increase in any Taxes which Tenant is obligated to pay under this Lease; provided, however, Tenant shall (i) give City written notice of any such intention to contest at least thirty (30) days before any delinquency could occur, (ii) indemnify and hold City harmless from all liability on account of said contest, (iii) take such action as is necessary to remove the effect of any lien which attaches to the Parcel or the Existing Improvements or New Improvements thereon due to such contest, and (iv) in the event of a final determination adverse to Tenant, prior to enforcement, foreclosure or sale, pay the amount involved together with all penalties, fines, interest, costs, and expenses which may have accrued.

3.3. PERSONAL PROPERTY TAXES. Prior to delinquency, Tenant shall pay all taxes and assessments levied upon trade fixtures, alterations, additions, inventories, and other personal property (including all of Tenant's Personal Property) located and/or installed on the Premises by or on behalf of Tenant, and shall provide proof of payment thereof to City within thirty (30) days after such taxes and assessments are paid.

ARTICLE 4
USE AND OPERATIONS OF PREMISES

4.1. TENANT'S COVENANT TO OPERATE PREMISES. Tenant shall use the Premises solely for the purpose of conducting its business, which is expressly limited to Tenant's non-profit activities. Tenant

shall not use or permit the Premises to be used for any other purpose or purposes except as otherwise provided herein without the prior written consent of City. Tenant covenants that the Premises will be continually operated as office space to conduct Tenant's non-profit activities. Additional uses not contemplated herein are subject to the review and approval by the City, which shall not be unreasonably conditioned, delayed or withheld. Tenant agrees that the abandonment of the Premises by Tenant shall constitute a Tenant Event of Default under this Lease. Tenant further agrees that in the event Tenant fails to use the Premises for a period of sixty (60) consecutive days, Tenant shall be deemed conclusively to have abandoned the Premises.

4.2. USE RESTRICTED. Tenant shall use the Premises only to conduct activities that are substantially related to the non-profit purposes constituting the basis for the City entering into this Lease under NRS 268.053. Tenant shall not construct or permit any use of the Premises for any commercial purpose, excepting those limited commercial purposes operated by Tenant, its agents or a permitted third party that directly support Tenant's operations. Tenant may permit temporary and short-term commercial special events provided that Tenant or its agents obtain the necessary approval(s) and permit(s) from the appropriate governmental authority. If Tenant's use of the Premises for anything other than operations as a non-profit or for any unpermitted purpose, Tenant shall have thirty (30) days to remove such unpermitted use from the Premises upon written notice from City. If the unpermitted use is not removed with thirty (30) days after such written notice from City, this Lease shall terminate and Tenant shall surrender the Premises to City pursuant to the terms of this Lease.

4.3. CHANGES TO PREMISES. Tenant shall be permitted to make any reasonable changes to the Premises to support and enhance Tenant's operations. Material structural changes to the Premises shall require prior written approval of the City, which shall not be unreasonably withheld, delayed, or conditioned. All changes shall comply with all applicable laws, codes, and regulation.

4.4. PROHIBITION ON LIENS. Tenant agrees that it will pay, or cause to be paid, all costs of labor, services and/or materials supplied in the prosecution of any work, done, or caused to be done, on the Premises, including, without limitation, the New Improvements, and Tenant will keep the Premises free and clear of all mechanics' liens and other liens regarding work done for Tenant or persons claiming under Tenant.

4.4.1. Contest of Lien. If Tenant desires to contest any mechanics' lien claim it shall either (i) post a mechanics' lien release bond issued by a responsible corporate surety in an amount and in a manner sufficient to satisfy statutory requirements for the release of such mechanics' lien in the State of Nevada or (ii) furnish City with adequate security reasonably acceptable to City for the amount of the claim plus estimated costs and interest and promptly pay or cause to be paid all sums awarded to the claimant on its suit.

4.4.2. Notice of Lien. Tenant shall notify City in writing within thirty (30) days of any claim or lien filed against the Premises or the commencement of any action affecting the title thereto.

4.4.3. Notice of Non-Responsibility. City or its representatives shall have the right to access and inspect the Premises at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices which City may deem to be proper for the protection of City's interest in the Premises. Before the commencement of any work which might result in any lien, Tenant shall give to City written notice of its intention to do so in sufficient time to enable City to post such notices.

4.5. MAINTENANCE OF THE PREMISES. Tenant shall maintain the Premises, including New Improvements and Tenant's Personal Property, and every part thereof, in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances and will in all respects and at all times fully

comply with health, safety, and police regulations, including all laws, regulations, statutes, or codes concerning the use, storage, or maintenance of Hazardous Materials on the Premises. Tenant shall further not suffer or permit any person to commit any waste on the Premises. City shall be responsible for all maintenance of the Premises at City's sole cost and expense with the exception of the janitorial services, which shall be at the sole cost of the Tenant.. Tenants shall allow City to inspect the Premises annually to confirm compliance with this maintenance obligation. Tenant's failure to reasonably maintain the Premises shall constitute an Event of Default by Tenant. If Tenant fails to reasonably maintain the Premises as required by this Section 4.8, City may, upon ten (10) days prior written notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises, including any subleased portions, and perform such maintenance on behalf of Tenant. In such case, Tenant shall pay to City immediately upon demand, as additional rent, for all costs incurred in performing such maintenance or repair, including ten percent (10%) of such costs for City's supervision.

Except for matters occurring after the Effective Date which arise from City's negligence or willful misconduct, City, its elected officials, officers, employees, and agents shall not be liable for and Tenant shall indemnify and hold City and its elected officials, officers, employees, and agents harmless from and against all claims, losses, damages, expenses, penalties, and charges arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's subtenants, employees, invitees, customers, or any other person in or about the Premises, or any other person claiming under Tenant whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas, or rain; (b) the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures or any other cause; (c) the failure, delay, or diminution in the quality or quantity of any utilities or services supplied to the Premises, (d) inconvenience or annoyance arising from the necessity of repairing any portion of the Premises; (e) the interruption for any reason in the use of the Premises; (f) the termination of this Lease by reason of the destruction of the Premises; or (g) any conditions arising in or about the Premises, or from other sources or places, nor shall any of the same be construed as an eviction of Tenant, nor, unless otherwise permitted under this Lease, work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Except for matters occurring after the Effective Date which arise from City's negligence or willful misconduct and without limiting the foregoing, City and its elected officials, officers, employees, and agents shall not be liable for and Tenant shall indemnify and hold City and its elected officials, officers, employees, and agents harmless from and against all claims, losses, damages, expenses, penalties, and charges arising from or in connection with the following: (i) any defect or shortcoming in or failure of plumbing, heating, or air conditioning or ventilation systems, elevators, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, fire sprinkler system, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain, or other pipe or tank or any other water and/or moisture related release and/or condition and all consequences and/or conditions relating from same, upon or about the Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the Premises or any other place upon or near the Premises; (vii) the failing of any fixture, brick, plaster, or stucco; (viii) broken glass; (ix) any act or omission of cotenants or other occupants of the Premises; (x) the exercise of any rights by City under this Lease; or (xi) any act or omission of parties other than City, its elected officials, officers, employees, and agents nor shall any of the forgoing be construed as an eviction of Tenant, nor, unless otherwise permitted under this Lease, work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Except for matters occurring after the Effective Date which arise from City's negligence or willful misconduct, City shall not be liable for any such damage or injury even though the cause of or the means of repairing such

damage or injury are not accessible to Tenant. Tenant shall have no rights whatsoever to offset or deduct against any Rent or any other sums due City under the Lease for any reason whatsoever, including City's default, nor shall Tenant have any rights at any time to cure any defaults of the City under this Lease.

4.6. UTILITIES. City shall provide and pay for all utilities and services, including, without limitation, water, gas, trash services, heating and cooling, and electric. Tenant shall provide and pay for telephone, cable television and Internet service at all times when this Lease is in force and effect.

4.7. COMPLIANCE WITH THE LAW. City and Tenant shall not use or knowingly permit any person to use all or any portion of the Premises in any manner which violates any laws, ordinances, or regulations of the United States of America; the State of Nevada; Clark County, Nevada; or City of Las Vegas, Nevada; or any other government authority having jurisdiction over the Premises.

4.8. SIGNAGE. Any new signage installed by Tenant shall be professionally fabricated and installed in accordance with the City's Municipal Code and design guidelines at the sole cost of Tenant. The Tenant is to receive approval from City prior to any installation of signs.

ARTICLE 5
ASSIGNMENT AND SUBLETTING

5.1. ASSIGNMENT PROHIBITED. Tenant shall not transfer or assign this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof, without the prior written consent of City in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease.

5.2. CONSENT REQUIRED. Any assignment or subletting not otherwise permitted under this Lease without City's consent shall be void, and shall constitute a default hereunder, which, at the option of City, shall result in the termination of this Lease or exercise of City's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under, or through Tenant.

5.3. City's Right in Event of Assignment. In the event that City consents to a sublease or assignment hereunder, Tenant shall pay to City reasonable fees, not to exceed Two Hundred Fifty Dollars and No Cents ($250.00), incurred in connection with processing documents necessary to the giving of such consent.

ARTICLE 6
LEASEHOLD FINANCING

6.1. NON-SUBORDINATION. The fee estate in the Property and City's interest under this Lease shall not be subordinate to, and City shall not be required to subject its fee estate and interest in the Property or this Lease, to the lien of any financing or mortgage sought or obtained by Tenant, including, without limitation, any leasehold mortgage.

6.2. NO RIGHT TO ENCUMBER. Tenant has no right to hypothecate, pledge, encumber, or mortgage its interest in this Lease, the leasehold estate in the Property created hereby, or any part or parts thereof or interest therein.

ARTICLE 7
INDEMNIFICATION

7.1 INDEMNITY. Except in cases of City's sole negligence or intentional misconduct, Tenant shall indemnify the City and its elected officials, officers, employees, and agents and hold the same harmless from and defend against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence inside, upon, at, or from the Senior Center, or the occupancy or use by Tenant of the Senior Center or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, subtenants, contractors, employees, servants, invitees, licensees, or concessionaires. Tenant's obligations under this Section 7.1 shall survive any expiration or other termination of this Lease.

In case City shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect, defend, and hold City and its elected officials, officers, employees, and agents harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

ARTICLE 8
INSURANCE

8.1. INSURANCE GENERALLY. Tenant will provide City with copies of all insurance policies and renewals of insurance policies. All insurance policies will also contain endorsements providing that they will not be cancelled, reduced in amount or coverage, or otherwise modified by the insurance carrier without at least thirty (30) days' prior written notice to City. City will be entitled to participate in the settlement or adjustment of any losses covered by the policies of insurance.

8.2. TENANT'S LIABILITY INSURANCE. Prior to its use of the Premises, Tenant shall, at its sole cost and expense, obtain and thereafter, at all times when this Lease is in force and effect, maintain Commercial General Liability Insurance applying to the use and occupancy of the Premises and the business operated by Tenant. Such insurance shall be written on an "occurrence" basis and shall include Fire Legal Liability and Premises Medical Payments and Broad Form Contractual liability insurance coverage insuring all of Tenant's indemnity obligations under this Lease. Such coverage shall also contain endorsements: (i) deleting any employee exclusion on personal injury coverage; (ii) including employees as additional insureds; (iii) providing for coverage of employer's automobile non-ownership liability; and (iv) providing a care, custody, and control endorsement. Commercial General Liability Insurance shall have a minimum combined single limit of liability of at least One Million Dollars ($1,000,000.00) and a general aggregate limit of at least Two Million Dollars ($2,000,000.00). Such coverage shall be written to apply to all bodily injury, property damage, personal injury, and other covered loss, however occasioned, occurring during the policy term, shall be endorsed to add City (city of Las Vegas), its elected officials, officers, employees, and agents as additional insureds, and provide that such coverage shall be primary and that any insurance maintained by City shall be excess insurance only. All such insurance shall provide for severability of interests; shall provide that an act or omission of one of the named insureds shall not reduce or void coverage to the other named insureds; and shall afford coverage for all claims based on acts, omission, injury, and damage, which claims occurred or arose (or the onset of which occurred or arose in whole or in part) during the policy period.

Defense costs shall be provided and shall be in addition to the limits required. Such Liability coverage shall also include a waiver of subrogation in favor of City and its elected officials, officers, employees and agents. There shall be no deductible on the General Liability Insurance policy unless agreed to in writing by City.

8.3. TENANT'S AUTOMOBILE INSURANCE. City acknowledges that as of the Effective Date, Tenant does not own any automobiles. If Tenant's directors, employees or agents utilize privately owned automobiles in conjunction with Tenant's operations pursuant to this Lease, Tenant's directors, employees, or agents shall name the City and its elected officials, officers, employees and agents as additional insureds under said automobile insurance policy(ies). The automobile insurance limits on any policy shall be $100,000 for bodily injury or death of one person in any one accident, $300,000 for bodily injury or death to two or more person in any one accident and $100,000 for injury or destruction of property of others in any one accident.

8.4 TENANT'S WORKERS' COMPENSATION INSURANCE. Prior to its use of the Premises, Tenant shall, at its sole cost and expense, obtain and thereafter, at all times when this Lease is in force and effect, maintain Workers' Compensation insurance that shall meet or exceed the statutory requirements set by the State of Nevada and shall include Employer's Liability insurance. The Employer's Liability insurance shall afford a limit of not less than One Million Dollars ($1,000,000.00). In the alternative, Tenant may provide written documentation that Tenant has no employees, and that the Tenant's board of directors receive no pay and are not considered employees or workers under NRS 616A.105 and are therefore exempt from Workers' Compensation insurance requirements.

8.5. TENANT'S PROPERTY INSURANCE. Tenant shall also maintain at its own cost and expense an "All Risk" property insurance policy excluding any co-insurance provision in an amount adequate to cover the full replacement cost of all building improvements, equipment, installations, fixtures, supplies, contents, and belongings in and on the Premises. The policy shall be endorsed with ISO endorsements, specifying coverages for additional cost of contingent liability from operation of building codes, increased cost of construction, debris removal, and demolition costs. The policy shall base valuations for loss on a replacement costs basis, valued at the time of loss. Such policy shall at least provide coverage for the perils of fire, water damage, vandalism, and plate glass. Coverage for flood shall be provided, if available. The deductible shall not be more than Fifty Thousand Dollars ($50,000.00) per occurrence for flood coverage and Five Thousand Dollars ($5,000.00) per occurrence for all other perils, unless otherwise agreed to in writing by City.

ARTICLE 9
DAMAGE OR DESTRUCTION

9.1. CITY'S REMEDIES. If the Premises shall be partially damaged by any casualty insured against under City's insurance policy, City shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the Rent shall be abated proportionately as to that portion of the Premises rendered uninhabitable. Notwithstanding the foregoing, if: (a) the Premises by reason of such occurrence are rendered wholly uninhabitable tenantable, or (b) the Premises should be damaged as a result of a risk which is not covered by City's insurance, or (c) the Premises should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) the common areas of the Premises are damaged, whether or not the Premises are damaged, to such an extent that the Premises cannot in the reasonable judgment of City be operated as an integral unit, then and in any such events, City may either elect to repair the damage or may cancel this Lease by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the Premises to City. Tenant's liability for Rent upon the termination of this Lease shall cease as of the date following City's giving notice of cancellation. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, or concessionaires, there shall be no abatement of Rent. Unless this Lease is terminated by City or Tenant, Tenant shall use its insurance proceeds to repair and re-fixture the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

9.2. TENANT'S REMEDIES. The Tenant may, notwithstanding the foregoing, terminate this Lease effective immediately on the date of written notice to City in the event of the occurrence of the events in item Section 9.1 above. If Tenant terminates this Lease, it shall have no further obligation to pay Rent or be obligated to make any other payments to City or perform any other term or condition of the Lease other than remove Tenant's Personal Property in accordance with the terms herein upon the date of the written notice of termination. Tenant shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of the Lease.

ARTICLE 10
EMINENT DOMAIN

10.1. TOTAL TAKING. If, during any Term, the entire Premises shall be taken as a result of the exercise of the right of eminent domain, or if less than the entire Premises shall be taken but it shall be determined by Tenant in its reasonable judgment that the Premises cannot at a reasonable expense be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Lease may, at the option of Tenant, be terminated by Tenant upon thirty (30) days' written notice, effective as of the date of such taking, and the rights of City and Tenant in and to the award upon any such taking shall be determined in accordance with this Section 10.

10.2. PARTIAL TAKING. If, during any Term, less than the entire Premises is taken but it shall be determined by Tenant in its reasonable judgment that the Premises can be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Lease shall not terminate but shall continue in full force and effect for the remainder of such Term and any agreed upon extensions thereof. The rights of City and Tenant in and to the award upon any such taking shall be determined in accordance with this Section 10. Tenant shall, with due diligence, restore, repair, and replace that portion of the Premises not so taken to a condition suitable for Tenant's intended use, having due regard for the design, construction, and character of the Premises existing before such taking. Any and all funds received by City or Tenant for such partial taking shall be used to restore, repair, and replace the Premises.

10.3. TEMPORARY TAKING. If all or any portion of the Premises is taken by the exercise of the right of eminent domain for governmental occupancy for a limited period of time, this Lease shall not terminate and Tenant shall continue to perform and observe all of his obligations as though such taking had not occurred except to the extent that Tenant may be prevented from so doing by reason of such taking. Tenant shall in no event be excused from the payment of Rent and all other sums and charges required to be paid under this Lease. Any taking extending longer than sixty (60) days and affecting more than fifty percent (50%) of the Premises shall not be considered a temporary taking.

10.4. ALLOCATION OF TAKING AWARD. If all or a portion of the Premises shall be taken by exercise of the right of eminent domain, the total award in any such proceeding or for any such injury or reduction in value shall be determined as follows:

10.4.1. In the event of any taking that results in the termination of this Lease in accordance with the provisions of this Section 10, then City and Tenant shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests in the Premises.

10.4.2. In the event of any taking of a portion of the Premises that does not result in the termination of this Lease in accordance with the provisions of this Section 10, then City and Tenant shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests affected by such taking.

10.4.3. As used in this Section 10, the phrase "taken as a result of the exercise of the right of eminent domain" shall mean a taking or damaging by eminent domain, or by inverse condemnation, or by

deed or transfer in lieu thereof, for any public or quasipublic use under any statute or law. The taking shall, at the election of Tenant, be considered to take place as of the earlier of (i) the date actual physical possession is taken by the condemnor; or (ii) the date on which the right to compensation and damages accrues under the applicable law; or (iii) the date on which title vests in the condemnor.

10.5. SETTLEMENT. City shall not make any settlement with the condemning authority or convey any portion of the Premises to such authority in lieu of condemnation or consent to any taking without the consent of Tenant, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 11
DEFAULTS BY TENANT; REMEDIES

11.1. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an Event of Default by Tenant:

11.1.1. Any failure by Tenant to pay any installment of Rent, where such failure continues for thirty (30) business days after written notice thereof by City to Tenant;

11.1.2. Failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant; where such failure continues for thirty (30) days after written notice thereof by City to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion;

11.1.3. Tenant (i) admits in writing its inability to pay its debts generally as they become due, (ii) files a petition in bankruptcy or a petition to take advantage of any insolvency act, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (v) files a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

11.1.4. Tenant is adjudicated as bankrupt or a court of competent jurisdiction enters an order or decree appointing, without the consent of Tenant, a receiver of Tenant, or of the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of Tenant under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, and such judgment, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof;

11.1.5. Tenant is liquidated or dissolved, or shall begin proceedings toward such liquidation or dissolution, or shall, in any manner, permit the sale or divestiture of substantially all its assets;

11.1.6. The estate or interest of Tenant in the Premises or any part(s) thereof shall be levied upon or attached in any proceeding and the same shall not be vacated or discharged within ninety (90) days after commencement thereof; or

11.1.7. An assignment of Tenant's interest under this Lease occurs without City's consent in violation of the provisions of this Lease.

Notwithstanding anything to the contrary contained in this Lease regarding notice and cure periods, any notice and cure periods provided for herein shall be in lieu of, and not in addition to, any applicable time periods prescribed by any applicable laws as a condition precedent to the commencement of legal action against Tenant for possession of the Premises.

11.2. CITY'S RIGHT TO CURE TENANT'S DEFAULT. Without in any way limiting City's other rights and remedies hereunder or at law and/or in equity, upon the occurrence of an Event of Default by Tenant, or before the expiration of any notice or cure period hereunder in the event of emergency, City, at its option (but without any obligation), may elect to cure any Tenant default under this Lease, and any amount so paid and the reasonable cost of any such cure, plus interest on such sums at the one percent (1%) per month, shall be deemed to be added to the Rent, immediately payable by Tenant to City upon demand. No such payment or performance by City shall constitute a waiver of any default by Tenant or of any remedy for such default or render City liable for any loss or damage resulting from any such payment or performance. City, or City's authorized representative, may enter the Premises for such purpose and take all such action as may be necessary therefor and such entry shall not constitute or be deemed to be an eviction of Tenant.

11.3. RECEIVER. Upon the occurrence of an Event of Default, and upon commencement of proceedings to enforce the rights of City hereunder or at law and/or in equity, City shall be entitled, as a matter of right, to the appointment of a receiver or receivers acceptable to City of the Premises, pending the outcome of such proceedings, with such powers as the court making such appointment shall confer.

11.4. WAIVER. If City initiates judicial proceedings or if this Lease is terminated by City pursuant to this Article 11, Tenant waives, to the extent permitted by applicable law, (i) any right of redemption, re-entry or repossession; and (ii) the benefit of any applicable law now or hereafter in force exempting the Premises from liability for Rent.

11.5. CITY'S RIGHT OF RE-ENTRY. Following an Event of Default by Tenant, City shall also have the right, with or without terminating this Lease, to re-enter the Premises pursuant to legal proceedings and eject all parties in possession there following issuance of an order of a court of competent jurisdiction allowing such entry and ejection. Without terminating this Lease and with or without re-entering the Premises, City may, at any time and from time to time following an Event of Default, either recover all Rent and additional charges provided for hereunder as it becomes due or re-let the Premises, or any part or parts thereof, for the account of Tenant, or otherwise, receive and collect the rents therefor, applying the same first to the payment of such expenses as City may have paid, assumed, or incurred in recovering possession of the Premises, including reasonable costs, expenses, and attorneys' fees, and for placing the same in good order and condition, or preparing or altering the same for re-letting, and all other expenses, commissions, and charges paid, assumed, or incurred by City in or in connection with re-letting the Premises, and then to the fulfillment of the covenants of Tenant to be performed under this Lease. In addition to the foregoing, City shall have the remedies provided under Nevada law, as the same may be modified or replaced hereafter.

11.6. NO AUTOMATIC TERMINATION. No reentry or taking possession of the Premises by City pursuant to Section 11.5 shall be construed as an election to terminate this Lease or Tenant's liability for the payment of Rent or other charges due or accruing hereunder, or as an acceptance of Tenant's surrender of the Premises, unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by City because of any default by Tenant, City may at any time after such reletting elect to terminate this Lease for any such default.

11.7. TENANT'S PERSONAL PROPERTY. Upon the occurrence of an Event of Default, all of Tenant's Personal Property shall remain on the Premises and continuing during the length of said Event of Default. City shall have the right to take exclusive possession of same and to use the same free of rent or charge until all defaults have been cured or, at its option, to require Tenant to remove the same forthwith.

11.8. NO WAIVER. The waiver by City of any breach of any term, covenant, or condition contained in this Lease shall not be deemed a waiver of such term, covenant, or condition of any subsequent breach thereof, or of any other term, covenant, or condition contained in this Lease. City's subsequent acceptance of partial Rental or performance by Tenant shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease or of any right of City to a forfeiture of this Lease by reason of such breach, regardless of City's knowledge of such preceding breach at the time of City's acceptance. No term, covenant, or condition of this Lease shall be deemed to have been waived by City unless such waiver is in writing and signed by City.

11.9. NON-RECOURSE LEASE. Notwithstanding anything to the contrary contained in this Lease, including without limiting the remedies of City contained in this Article 11, except as otherwise provided in Section 11.11 below, if at any time, Tenant shall fail to perform or pay any covenant or obligation on its part to be performed or paid hereunder, and as a consequence thereof, City or its successors and assigns shall obtain a money judgment against Tenant, City agrees to look solely to the interest of Tenant in the Premises, New Improvements and/or the Tenant's Personal Property for the satisfaction of such judgment, and if such interest is insufficient to satisfy the judgment amount, City shall have no right of action nor shall Tenant be liable for any such insufficiency.

11.10 NO RELEASE. Notwithstanding the foregoing provisions of Section 11.9, Tenant shall be fully liable to City for damages suffered by City, to the extent provided by law for the following: (i) proceeds paid under any insurance policies by reason of damage, loss, or destruction to all or any portion of the Premises, to the full extent of such proceeds are not applied in accordance with the terms and provisions of the Lease, (ii) proceeds or awards resulting from the condemnation or other taking in lieu of condemnation of all or any portion of the Premises, to the full extent that such proceeds or awards are not applied in accordance with the terms and provisions of the Lease, (iii) waste committed on the Premises, damage to the Premises as a result of the intentional misconduct or gross negligence of Tenant or any of its principals, officers, general partners or members, or any agent, employee or volunteer of any such person, or any removal of all or any portion of the Premises in violation of the terms of the Lease, to the full extent of the losses or damages incurred by City on account of such occurrence, (iv) failure to pay or remove any mechanic's liens, materialmen's liens or other liens created by or through Tenant, to the full extent of the amount claimed by any such lien claimant or (v) intentional fraud, intentional misrepresentation, or intentional failure to disclose a material fact in the written materials and/or information provided to City by or on behalf of Tenant or any of its affiliates, principals, officers, members, agent, employee, or other person authorized or apparently authorized to make statements, representations, or disclosures on behalf of Tenant or its affiliates, principals, officers, members, agent, employee, or other person authorized or apparently authorized in connection with this Lease and the transactions contemplated hereby.

11.11. TENANT'S WAIVER OF DEFENSES. Tenant hereby waives any and all right, as against City, to assert any claim against City or counter-claim or defense in any action brought by City, whether at law or in equity, on the basis of any asserted invalidity of the City as a governmental authority, the invalidity or illegality of the possession of the Premises by the City, or the invalidity or illegality of this Lease; provided, however, that Tenant reserves all of its rights and remedies at law or in equity in the event this Lease is found to be invalid, illegal, or unenforceable against City through no action or claim made by Tenant.

ARTICLE 12
DEFAULTS BY CITY; REMEDIES

12.1. DEFAULTS. If City shall neglect or fail to perform or observe any of the terms, covenants, or conditions contained in this Lease on its part to be performed or observed, within thirty (30) days after written notice of default or, when more than thirty (30) days shall be required because of the nature of the default, if City shall fail to proceed diligently to cure such default after written notice thereof, then City shall be liable to Tenant for any and all damages sustained by Tenant as a result of City's breach, and Tenant shall have the right to pursue any other remedies available at law and in equity.

12.2. NON-RECOURSE LEASE. Notwithstanding anything to the contrary contained in this Lease, including, without limitation, the remedies of Tenant contained in this Article 12, if City fails to perform or pay any covenant or obligation on its part to be performed or paid hereunder, and as a consequence thereof, Tenant or its successors and assigns shall obtain a money judgment against City, Tenant agrees to look solely to the interest of City in the Premises or the New Improvements for the satisfaction of such judgment, and if such interest is insufficient to satisfy the judgment amount, Tenant shall have no right of action nor shall City be liable for any such insufficiency.

ARTICLE 13
MISCELLANEOUS

13.1. EXHIBITS INCORPORATED BY REFERENCE. All exhibits attached to this Agreement are incorporated into this Agreement by reference.

13.2. RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between City and any other person or entity (including, without limitation, Tenant) or as causing City to be responsible in any way for the debts or obligations of such other person or entity.

13.3. SUCCESSORS AND ASSIGNS. The Parties hereto agree that all the provisions of this Lease are to be construed as covenants and agreements and, except as otherwise specified, that said provisions shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, and permitted successors and assigns.

13.4. FORCE MAJEURE. The occurrence of any of the following events shall excuse such obligations of City or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials, or reasonable substitutes therefor; governmental restrictions, regulations, or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the Party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant obligations to pay Rent or excuse such obligations as this Lease may otherwise impose on the Party to obey, remedy, or avoid such event.

13.5. NO WAIVER. A waiver of any given breach or default shall not be a waiver of any other breach or default. City's consent to or approval of any act by the Tenant's requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent similar act by Tenant.

13.6. NOTICES. Any notice, demand request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, at the following addresses:

To City:	City of Las Vegas Operations and Maintenance/Real Estate 333 S. Rancho Drive, 8th Floor Las Vegas, Nevada 89106 (702) 229-1021 phone
With Copy To:	City of Las Vegas Parks & Recreation 495 S. Main St. Las Vegas, NV. 89101
To Tenant:	Senior Tripsters Inc. 451 E. Bonanza Road Las Vegas, Nevada 89101 (702) 387-0007 phone

Either Party hereto may change its address by giving ten (10) days advance notice to the other Party as provided herein.

13.7. RECORDING. Tenant shall not record this Lease or a memorandum thereof without the written consent of City. City, at its option and at any time, may file this Lease for record with the Recorder of the County in which the Premises is located.

13.8. SEVERABILITY. It is agreed that, if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that, if any provision of this Lease is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

13.9. CHOICE OF LAW / VENUE / ATTORNEY FEES. Any litigation related to this Lease shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time during any Term either Party institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorneys' fees, incurred therein by the successful Party, fees not to exceed Ten Thousand Dollars ($10,000.00). To the extent such waiver is permitted by law, the Parties waive trial by jury in any action or proceeding brought in connection with this Lease.

13.10. ENTIRE AGREEMENT. It is understood that there are no oral or written agreements or representations between the Parties hereto affecting this Lease, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements, and understandings, if any, made by or between City and Tenant with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement, or contradict this Lease. This Lease, and all amendments and exhibits thereto, is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included in this Lease. There are no other representations, covenants, or warranties between the Parties and all reliance with respect to representations is solely upon the express representations, covenants, and warranties contained in this Lease. The Parties agree that any deletion of language from this Lease prior to its mutual execution by City and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon

of construction, or implication, including, without limitation, any implication that the Parties intended thereby to state the converse, obverse, or opposite of the deleted language.

13.11. CAPTIONS. The captions and section numbers appearing herein are for convenience only, are not operative parts of this Lease, and do not in any way limit or amplify the terms and provisions of this Lease.

13.12. AMENDMENTS. Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate Section shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the term of this agreement. This may include amendments, changes of address, adjustments to monetary revenue or expenditures not to exceed ten thousand dollars ($10,000), filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessor's Office, and recordings and filing with the City Clerk's Office.

13.13. CONSENT OF THE PARTIES. Wherever in this Lease consent or approval is required, such consent or approval shall be given in writing and shall not be unreasonably withheld, conditioned, or delayed, unless otherwise expressly provided; provided, however, that Tenant acknowledges that, for so long as City is a governmental agency, any consent or approval required of City under this Lease, may require City to first follow normal governmental processes, including, to the extent applicable, public notice and a public hearing.

13.14. TIME IS OF THE ESSENCE. Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

13.15. NO THIRD-PARTY BENEFICIARIES. Nothing expressed or implied in this Lease is intended, or should be construed, to confer upon or give any person or entity not a party to this Lease any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Lease.

13.16 COUNTERPARTS / ELECTRONIC DELIVERY. 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, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

13.17. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Tenant warrants that it has disclosed on the form attached as Exhibit C, all officers and board members of Senior Tripsters Inc. Throughout the term hereof, Tenant shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

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IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date set forth above.

CITY OF LAS VEGAS

"City"

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 3/3/16
Deputy City Attorney Date

Date of Approval by City: _____

SENIOR TRIPSTERS INC.

"Tenant"

By: Barbara A Volk

Name: BARBARA A VOLK

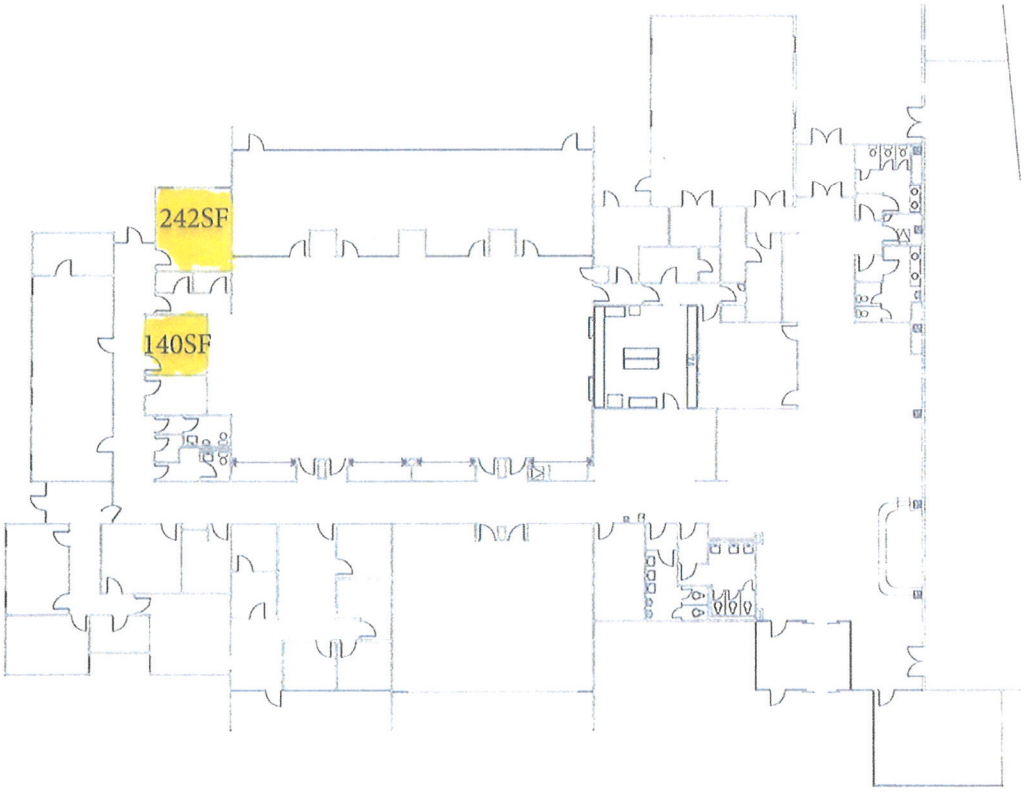
Title: PRESIDENT

Date of Approval by Tenant: March 10, 2016

EXHIBIT A

Senior Center / Premises Floor Plan

EXHIBIT "A"



11/30/2015 7:17:19 AM, 1:198.251

EXHIBIT B

Fixtures and Personal Property

NONE

EXHIBIT C

Disclosure of Principals

DISCLOSURE OF PRINCIPALS

The Board of Directors of the Senior Tripsters Inc and principals and partners and entities holding more than 1% interest in the Hennessy Foundation are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. DONALD EVERHART	451 E BONANZA RD	702-387-0007
2. DOROTHY GURALNIK	451 E BONANZA RD	702-387-0007
3. KEN MILTON	451 E BONANZA RD	702-387-0007
4. BEVERLY VILLENEUVE	451 E BONANZA RD	702-387-0007
5. BARBARA A VOLK	451 E BONANZA RD	702-387-0007
6. THOMAS WASHINGTON	451 E BONANZA RD	702-387-0007
7.		
8.		

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

Senior Tripsters Inc., a Nevada Non-Profit Corporation

By: Barbara A Volk

Name: BARBARA A VOLK

Title: PRESIDENT

Subscribed and sworn to before me this 10th day of March, 2016.

By: Christina Strong

Notary Public

CHRISTINA STRONG
Notary Public, State of Nevada
Appointment No. 07-1185-1
My Appt. Expires Jan. 4, 2019

City of Las Vegas Agenda Item No.: **22.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Interlocal Agreement between the City of Las Vegas and the Las Vegas Valley Water District for the Alta Daycare property improvements located at the southwest corner of Alta Drive and Desert Lane, APN 139-33-304-018 - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The City is currently in the process of facility upgrades to the Alta Daycare property and has authorized a distribution of water for the property subject to the Las Vegas Valley Water District's Service Rules.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT FOR CITY OF LAS VEGAS ALTA DAYCARE UPGRADES

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in property improvements on Alta Drive, west of Desert Lane, further referenced as Clark County Assessor's Parcel Number(s) 139-33-304-018, and is desirous of receiving potable water from the DISTRICT, and has made application for water service to said project; and

WHEREAS, the CITY is engaged in property improvements at a daycare facility and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

A. That this Agreement provides a water commitment on a conditional basis only for property improvements at a daycare facility located on Alta Drive, west of Desert Lane, further referenced as Clark County Assessor's Parcel Number(s) 139-33-304-015. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

ALTA DAYCARE UPGRADES
Civil Site Plan

F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.

J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.

S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

T. If required as a condition of the DISTRICT'S Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.

U. That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT's system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the CITY.

ARTICLE II

DISTRICT AGREES:

A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

C. If required as a condition of the DISTRICT'S Service Rules, to refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above-described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

   a. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or

   b. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.

G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.

H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party. This Agreement is not intended by the parties to create any right in or benefit to parties other than the District and the CITY. This Agreement does not create any third party beneficiary rights or causes of action

I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

L. That each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

J. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

K. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

L. Each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 20_____.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor

ATTEST:

Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

John J. Ridilla 3/15/16

Deputy City Attorney

LAS VEGAS VALLEY WATER DISTRICT

Mary Beth Scow, President
Board of Directors

ATTEST:

John J. Entsminger, Secretary
Las Vegas Valley Water District

APPROVED AS TO FORM:

Gregory J. Walch, General Counsel
Las Vegas Valley Water District

City of Las Vegas Agenda Item No.: **23.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Las Vegas Valley Water District Exclusive Easement between the City of Las Vegas and the Las Vegas Valley Water District to service the Alta Daycare property improvements located at the southwest corner of Alta Drive and Desert Lane, APN 139-33-304-018 - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The Easement is necessary to provide water service to the Alta Daycare property to allow the Las Vegas Valley Water District the right to enter the property for the construction, operation, maintenance and repair of water facilities.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Exclusive Easement

APN: 139-33-304-018

Exemption No. 2

RETURN TO:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P O Box 99956
Las Vegas, Nevada 89193-9956

LVVWD Project/Contract No.: 124440

LAS VEGAS VALLEY WATER DISTRICT

EXCLUSIVE EASEMENT

THIS GRANT OF EASEMENT, made and entered into by and between City of Las Vegas

hereinafter known as the GRANTOR(s) and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the state of Nevada, hereinafter known as the DISTRICT.

WITNESSETH:

That the GRANTOR(s), for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States and other valuable consideration to it in hand paid by the DISTRICT, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the DISTRICT, its successors and assigns, a perpetual easement for the construction, operation, use, maintenance, repair, replacement, reconstruction and removal of pipelines and all underground and surface appurtenances for conducting water and any facilities ancillary thereto, such as electric power, fiber optic, and the rights of ingress and egress, over, on, above, across and under that certain parcel of land described as follows:

See Exhibits A and B, attached hereto and made a part hereof.

APN: 139-33-304-018

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, walls, fences, or trees shall be placed upon, over or under said parcel of land for the duration of this easement, except that said parcel may be improved and used for street, road or driveway purposes, trail, path or parking lot, non-vehicular public access, or shallow root landscaping purposes, and for other utilities, insofar as such use does not interfere with its use by the DISTRICT for the purposes for which it is granted.

2. The DISTRICT shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon said parcel due to the DISTRICT's operations using reasonable care.

3. Should any of the DISTRICT facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s), or its successors and assigns, shall bear the full cost of such relocation or repair, unless changes in grade or other construction are done with the prior written consent of the DISTRICT.

4. The GRANTOR shall not allow any obstructions, which may impede or interfere with the DISTRICT's use of or access to said easement.

5. The DISTRICT shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions, which may impede or interfere with the DISTRICT's use.

6. All provisions of this easement, including the benefits and burdens, run with the land and are binding upon and enure to the GRANTOR(s), the DISTRICT, and their heirs, assigns, successors, tenants, and personal representatives.

7. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.

/
/
/
/

APN: 139-33-304-018

DO NOT MARK OUTSIDE THIS BOX

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand this _____ day of _____, 20____.

_____
(Signature)

BY: _____
(Print Name)

ITS: _____
(Capacity)

Approved as to form
John S. Ridilla 3/16/20
John S. Ridilla Date
Deputy City Attorney

State of _____)
) ss
County of _____)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

_____
Notary Public

_____
Notary Seal/Stamp

A.P.N. 139-33-304-018
GRANTOR: CITY OF LAS VEGAS

MARCH 15, 2016
BY: RWM
P.R. BY: ARR

EXHIBIT "A"
ALTA DAYCARE UPGRADES
LAS VEGAS VALLEY WATER DISTRICT EASEMENT

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES TWO EASEMENTS GENERALLY LOCATED AT THE SOUTHWEST QUADRANT OF ALTA DRIVE AND DESERT LANE.

LAND DESCRIPTION

BEING A PORTION OF PARCEL 1 AS SHOWN BY PARCEL MAP ON FILE IN FILE 120 OF PARCEL MAPS, PAGE 81 OF OFFICIAL CLARK COUNTY NEVADA RECORDS LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT NO. 1:

A STRIP OF LAND, 6.00 FEET IN WIDTH, LYING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 1 AS SHOWN BY PARCEL MAP ON FILE IN FILE 120 OF PARCEL MAPS, PAGE 81 OF OFFICIAL CLARK COUNTY NEVADA RECORDS; THENCE SOUTH 89°46'18" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ALTA DRIVE, 195.42 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, 39.34 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°09'01" TO THE WEST RIGHT-OF-WAY LINE OF DESERT LANE; THENCE SOUTH 00°22'43" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DESERT LANE, 31.62 FEET TO THE **POINT OF BEGINNING;** THENCE NORTH 89°37'17" WEST DEPARTING THE WEST RIGHT-OF-WAY OF SAID DESERT LANE, 11.00 FEET TO THE **POINT OF TERMINUS**.

CONTAINING 66 SQUARE FEET.

EASEMENT NO. 2:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 1 AS SHOWN BY PARCEL MAP ON FILE IN FILE 120 OF PARCEL MAPS, PAGE 81 OF OFFICIAL CLARK COUNTY NEVADA RECORDS; THENCE SOUTH 89°46'18" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ALTA DRIVE, 195.42 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, 20.81 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF

47°41'14" TO THE **POINT OF BEGINNING**, TO WHICH A RADIAL BEARS NORTH 47°54'56 EAST; THENCE SOUTHEASTERLY, 18.53 FEET CONTINUING ALONG THE LAST DESCRIBED CURVE, THROUGH A CENTRAL ANGLE OF 42°27'47" TO THE WEST RIGHT-OF-WAY LINE OF DESERT LANE; THENCE SOUTH 00°22'43" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF DESERT LANE, 1.16 FEET; THENCE NORTH 89°37'17" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, 12.48 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3.00 FEET; THENCE NORTHWESTERLY, 4.71 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 00°22'43" EAST, 15.03 FEET; THENCE SOUTH 89°37'17" EAST, 8.92 FEET TO THE **POINT OF BEGINNING**.

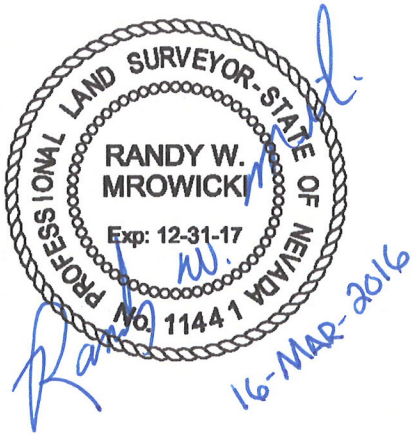
CONTAINING 242 SQUARE FEET.

AS SHOWN ON EXHIBIT "B" TITLED "ALTA DAYCARE UPGRADES – LEGAL DESCRIPTION EXHIBIT – LVVWD EASEMENT" ATTACHED HERETO AND MADE A PART HEREOF.

BASIS OF BEARINGS:

END OF DESCRIPTION.
SOUTH 89°46'18" EAST BEING THE BEARING OF THE NORTH LINE OF PARCEL 1 AS SHOWN BY PARCEL MAP ON FILE IN FILE 120 OF PARCEL MAPS, PAGE 81 OF OFFICIAL CLARK COUNTY NEVADA RECORDS

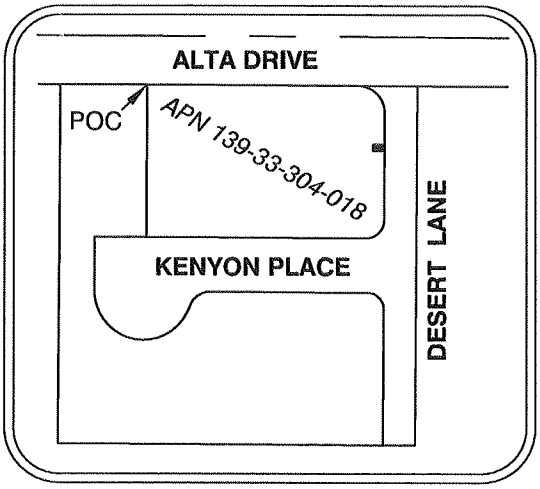
RANDY W. MROWICKI, PLS
333 N. RANCHO DRIVE
LAS VEGAS, NEVADA 89106



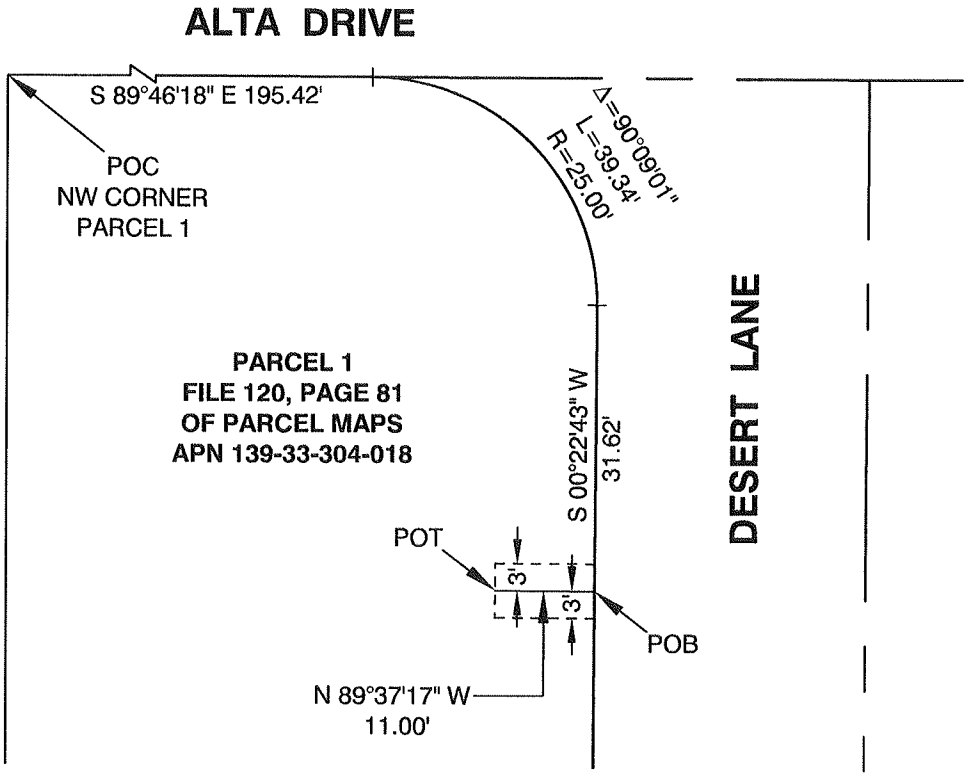
APN 139-33-304-018
CITY OF LAS VEGAS

NORTH

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS
- - - - - - - EASEMENT NO. 1 LIMITS



VICINITY MAP

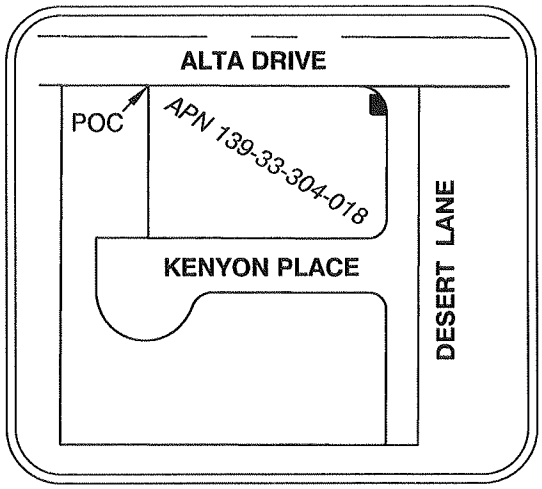


DEPARTMENT OF PUBLIC WORKS	ALTA DAYCARE UPGRADES
SURVEY SECTION	
EXHIBIT B PAGE 3 OF 4	LEGAL DESCRIPTION EXHIBIT
H60316-04 RWM	LVVWD EASEMENT
MARCH 15, 2016	

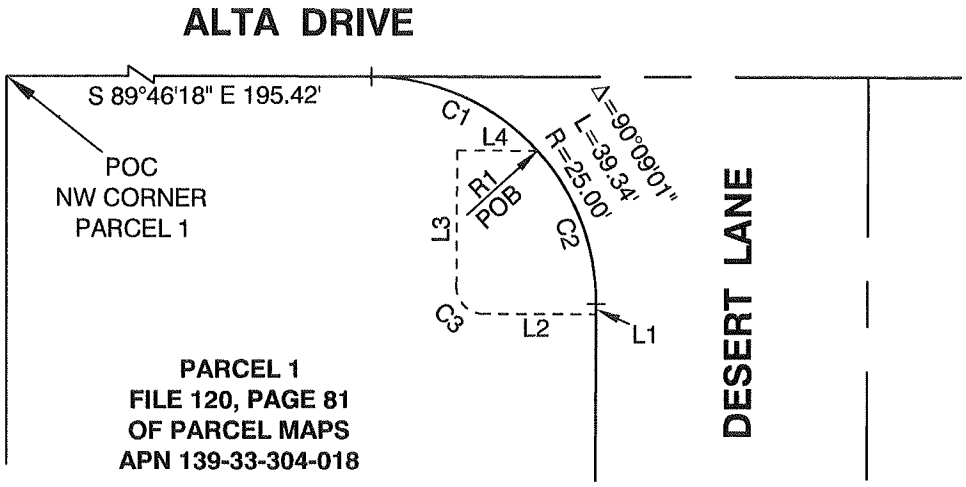
APN 139-33-304-018
CITY OF LAS VEGAS

NORTH

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
- - - - - - - - EASEMENT NO. 2 LIMITS



VICINITY MAP



PARCEL 1
FILE 120, PAGE 81
OF PARCEL MAPS
APN 139-33-304-018

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	25.00'	47°41'14"	20.81'	11.05'
C2	25.00'	42°27'47"	18.53'	9.71'
C3	3.00'	90°00'00"	4.71'	---

COURSE TABLE		
NO.	BEARING	LENGTH
L1	S00°22'43"W	1.16'
L2	N89°37'17"W	12.48'
L3	N00°22'43"E	15.03'
L4	S89°37'17"E	8.92'
R1	N47°54'56"E	RADIAL

DEPARTMENT OF PUBLIC WORKS
SURVEY SECTION
EXHIBIT B PAGE 4 OF 4
H60316-04 RWM
MARCH 15, 2016

ALTA DAYCARE UPGRADES

LEGAL DESCRIPTION EXHIBIT
LVVWD EASEMENT

City of Las Vegas Agenda Item No.: **24.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to authorize staff to condemn for the purchase of right of way and a utility easement for the Main-Commerce One-Way Couplet Project on Oakey Boulevard between Main Street and Commerce Street, APN 162-03-210-012 - Ward 3 (Coffin)

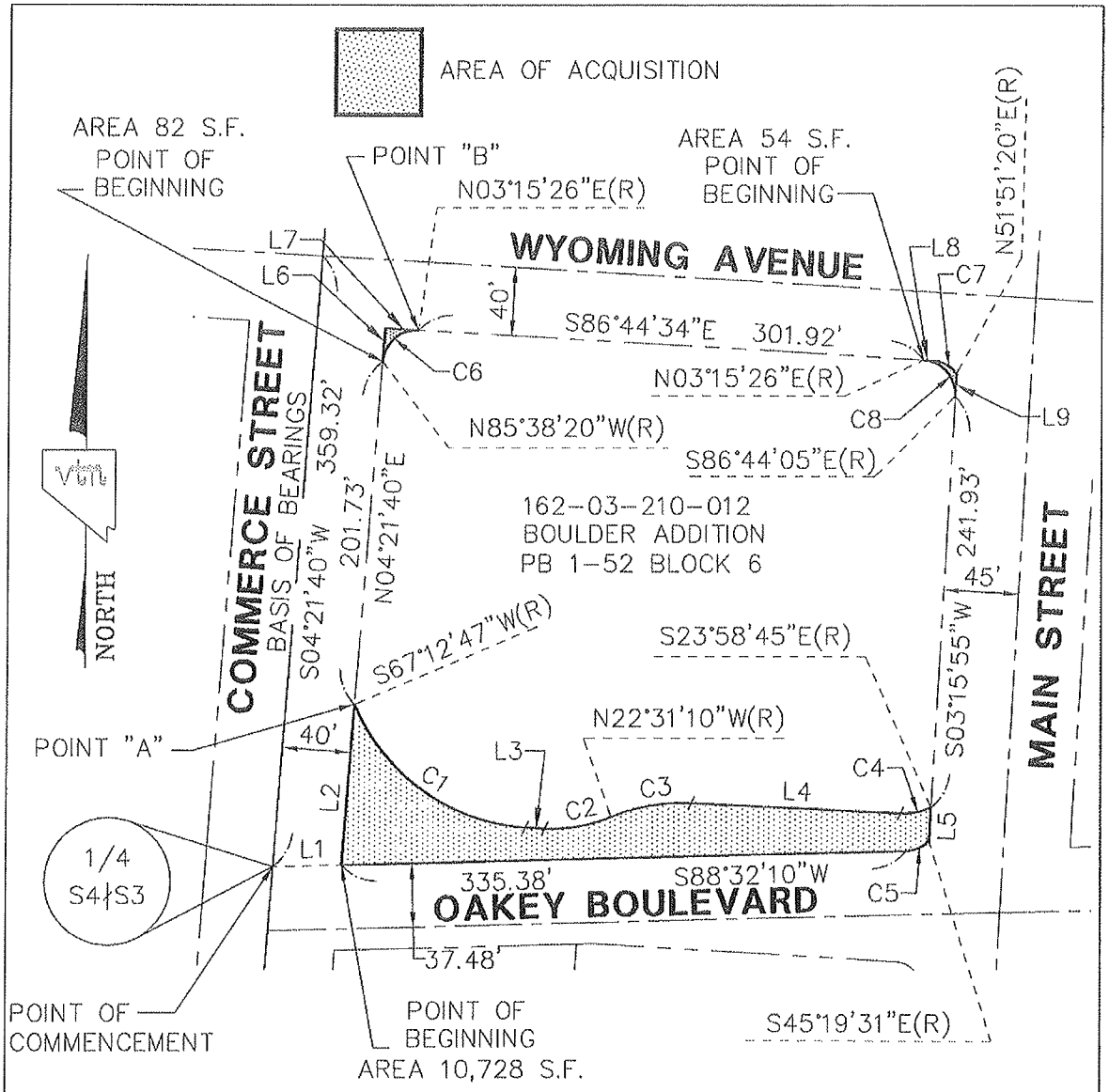
Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The City of Las Vegas needs to acquire additional right of way for roadway and an easement for telephone poles, lines and equipment on the parcel of land referenced above and delineated on the attached exhibit maps for the Main-Commerce One-Way Couplet Project. Negotiations with the property owner have been unsuccessful and due to the urgency of building this project, moving forward with condemnation is necessary at this time. The purchase of the right of way and easement and the funding ($1,500,000 - Road and Flood Capital Project Fund [CPF]) were previously approved by council on March 18, 2015, Agenda Item No. 22. No additional funding is required.

RECOMMENDATION:
Approval. If approved, the City Attorney's office and Operations and Maintenance Director or designee are hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of the real property.

BACKUP DOCUMENTATION:
Exhibit Maps



OWNER 1600 SOUTH MAIN INC %BENEFITS PLAZA INC
PARCEL NO. 162-03-210-012
SECTION, TOWNSHIP, RANGE SECTION 3, T. 21 S., R. 61 E., M.D.M.
TOTAL AREA OF PARCEL 2.57 ACRES (RECORD)
AREA OF R/W ACQUISITION 10,864 S.F. (0.24 ACRES)
REFERENCE: 19980223:01576

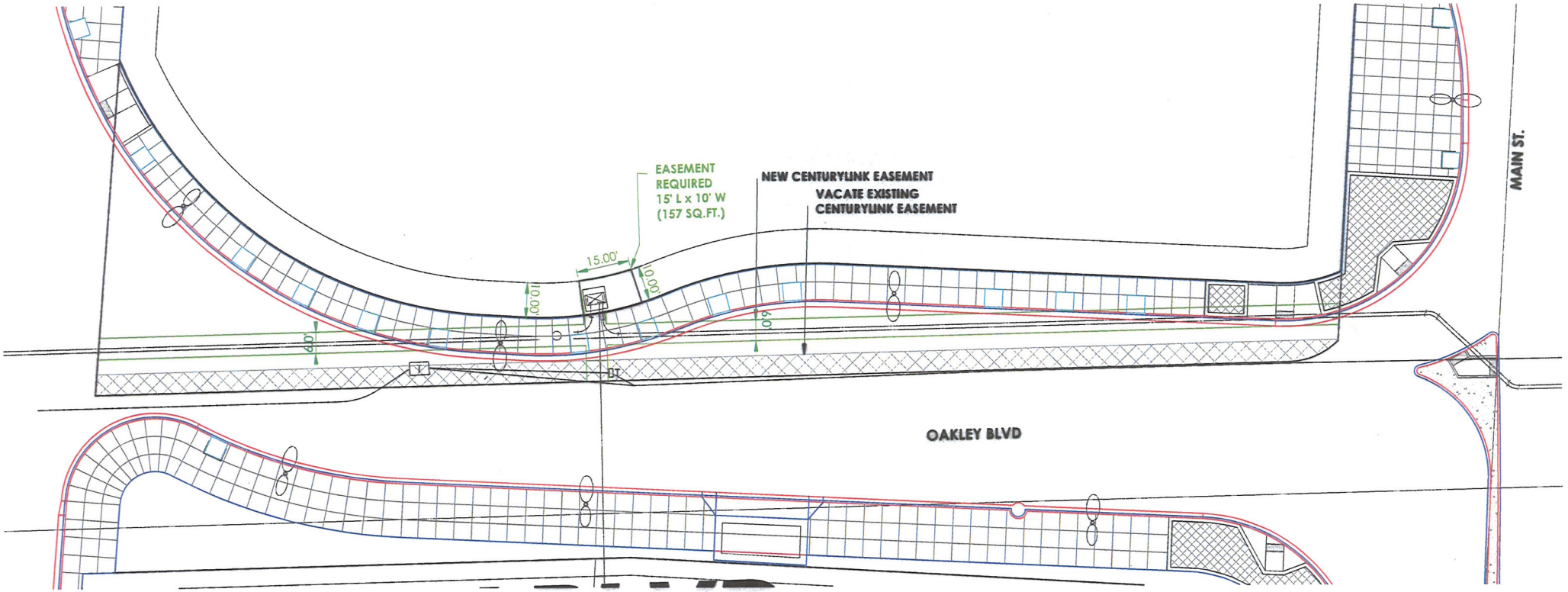
G:\7318-S\LEGALS\7318-S LEGALS.dwg

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NV 89146-5148

MAIN STREET
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS

SCALE	HORZ.	1"=100'
	VERT.	--
W.O. NO.		7318-S
DRAWN BY:		MSC
DATE:		2-24-15
SHEET 1 OF 2		


EASEMENT
REQUIRED
15' L x 10' W
(157 SQ.FT.)
NEW CENTURYLINK EASEMENT
VACATE EXISTING
CENTURYLINK EASEMENT
15.00'
10.00'
10.00'
MAIN ST.
OAKLEY BLVD

City of Las Vegas Agenda Item No.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to authorize staff to purchase an easement interest in real property from Condev Nevada Inc. for the Meadows Walkable Community Project on the north side of Meadows Lane west of Valley View Boulevard, APN 139-31-510-017 ($5,000 - Public Works General Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,000
Funding Source: Public Works General Fund
Dept./Division: Operations & Maintenance/Right-of-Way

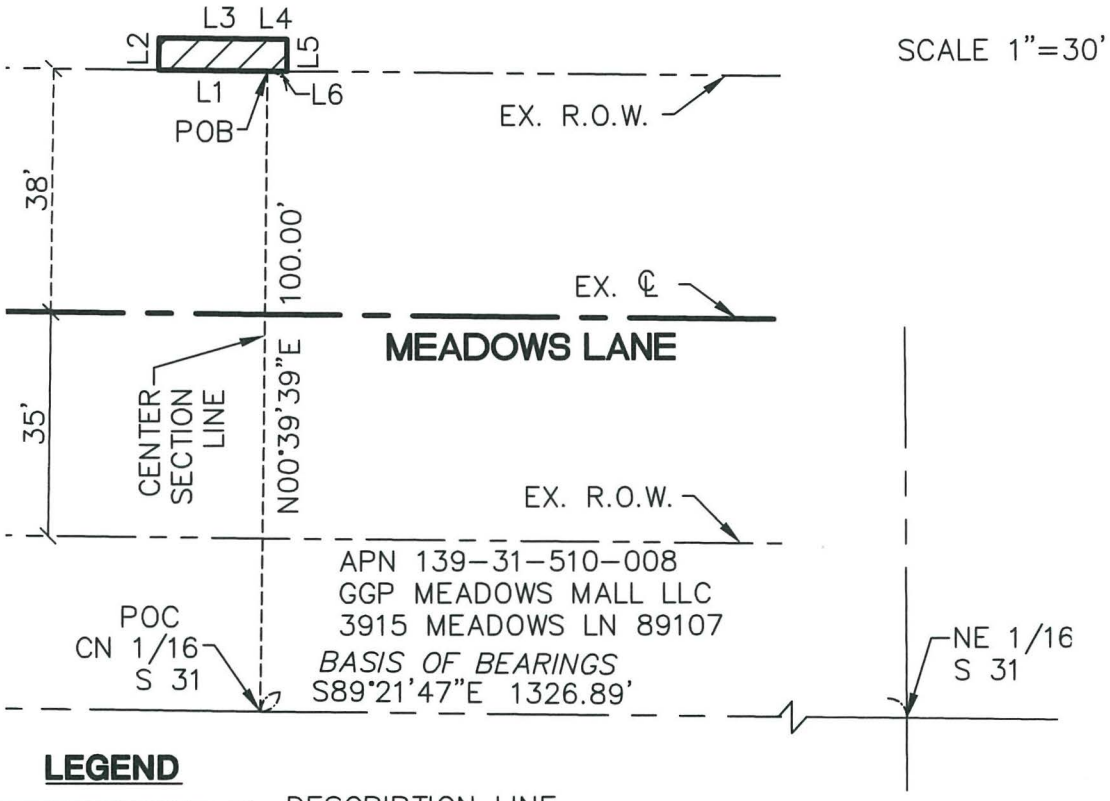
PURPOSE/BACKGROUND:
This easement request is in furtherance of the Meadows Walkable Community Project and is for the purpose of purchasing a 20 foot wide bus shelter pad easement to be located directly behind the sidewalk on the north side of Meadows Lane. The proposed bus shelter location will allow for an unobstructed sidewalk path, as well as moving the bus shelter bench further away from the street. This easement is necessary for the complete construction of the Meadows Walkable Community Project.

RECOMMENDATION:
Approval. If approved, the Operations and Maintenance Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of interest in real property.

BACKUP DOCUMENTATION:
Exhibit Maps

Exhibit Map

BEING A PORTION OF THE NORTH HALF (N1/2) OF
OF THE NORTH HALF (N1/2) OF SECTION 31, TOWNSHIP 20
SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS,
CLARK COUNTY, NEVADA



SCALE 1"=30'

LEGEND

- DESCRIPTION LINE
- STREET CENTERLINE
- RIGHT OF WAY LINE
- SECTION LINE
- AREA OF DESCRIPTION (100± SQ FT)

NOTE: SEE SHEET 2 FOR LINE TABLE

POGGEMEYER DESIGN GROUP

6960 Smoke Ranch Suite 110
Las Vegas, Nevada 89128

p) 702.255.8100 f) 702.255.8375 www.poggemeyer.com

SCALE:	1" = 30'
DRAWN BY:	VKP
DATE:	01/23/14
SHEET	1 OF 2

Exhibit Map

BEING A PORTION OF THE NORTH HALF (N1/2) OF
OF THE NORTH HALF (N1/2) OF SECTION 31, TOWNSHIP 20
SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS,
CLARK COUNTY, NEVADA

LINE TABLE		
LINE#	BEARING	LENGTH
L1	N89° 18' 54"W	17.00
L2	N0° 41' 06"E	5.00
L3	S89° 18' 54"E	17.00
L4	S89° 21' 47"E	3.00
L5	S0° 38' 13"W	5.00
L6	N89° 21' 47"W	3.00

POGGEMEYER
DESIGN GROUP
6960 Smoke Ranch Suite 110
Las Vegas, Nevada 89128
p) 702.255.8100 f) 702.255.8375 www.poggemeyer.com

SCALE:	1" = 30'
DRAWN BY:	VKP
DATE:	01/23/14
SHEET	2 OF 2

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to authorize staff to negotiate and purchase interests in parcels of land for the Charleston Boulevard and Lamb Boulevard Intersection Widening Project, multiple APN's ($550,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Coffin) and Clark County

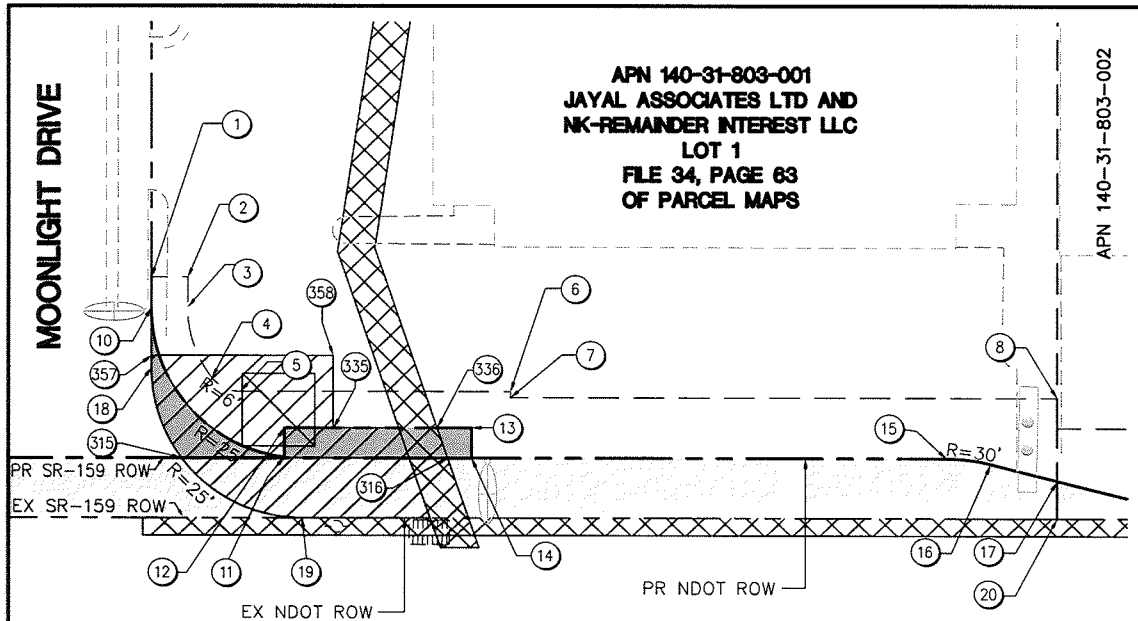
Fiscal Impact

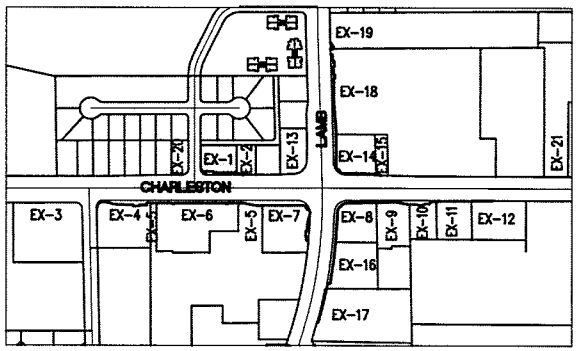
☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $550,000
Funding Source: Road and Flood CPF
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:
The Charleston Boulevard and Lamb Boulevard Intersection Widening Project will include the construction of additional right hand turn lanes, left hand turn lanes, travel lane, and bus turnouts. The purchase of additional right-of-way, easements, and temporary construction easements will be necessary for these improvements. This project will also require the relocation of a NV Energy Transmission Power Line.

RECOMMENDATION:
Approval. If approved, the Operations and Maintenance Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of interest(s) in real property for the project referenced above.

BACKUP DOCUMENTATION:
Exhibit Maps





KEY MAP
NOT TO SCALE

0 10 20 40 80

SCALE: 1:20 (IN FEET)

- RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO CITY OF LAS VEGAS
- RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO NDOT
- T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)
- PROPOSED NVE EASEMENT
- EXISTING NVE EASEMENT

AREAS
TCE AREA = 1439 SQ FT
ROW TAKE–NDOT = 1362 SQ FT
ROW TAKE–CLV = 265 SQ FT

PROPOSED TCE

POINT	REF	STATION	OFFSET
1	CH	34+95.62	95.00' LT
2	CH	35+01.62	95.00' LT
3	CH	35+01.62	90.00' LT
4	CH	35+05.65	78.31' LT
5	CH	35+10.38	76.00' LT
6	CH	35+55.06	76.00' LT
7	CH	35+55.06	75.00' LT
8	CH	36+45.62	75.00' LT

PROPOSED ROW

POINT	REF	STATION	OFFSET
10	CH	34+95.62	90.00' LT
11	CH	35+17.66	65.18' LT
12	CH	35+17.63	70.01' LT
13	CH	35+48.61	70.00' LT
14	CH	35+48.61	65.00' LT
15	CH	36+27.29	65.00' LT
16	CH	36+34.57	64.10' LT
17	CH	36+45.62	61.34' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
10	CH	34+95.62	90.00' LT
18	CH	34+95.62	80.00' LT
19	CH	35+20.62	55.00' LT
20	CH	36+45.62	55.00' LT
315	CH	35+00.62	65.00' LT

PROPOSED NVE

POINT	REF	STATION	OFFSET
316	CH	35+44.66	65.00' LT
335	CH	35+25.77	70.00' LT
336	CH	35+42.93	70.00' LT
357	CH	34+95.62	82.00' LT
358	CH	35+25.72	82.00' LT

OR&A
Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

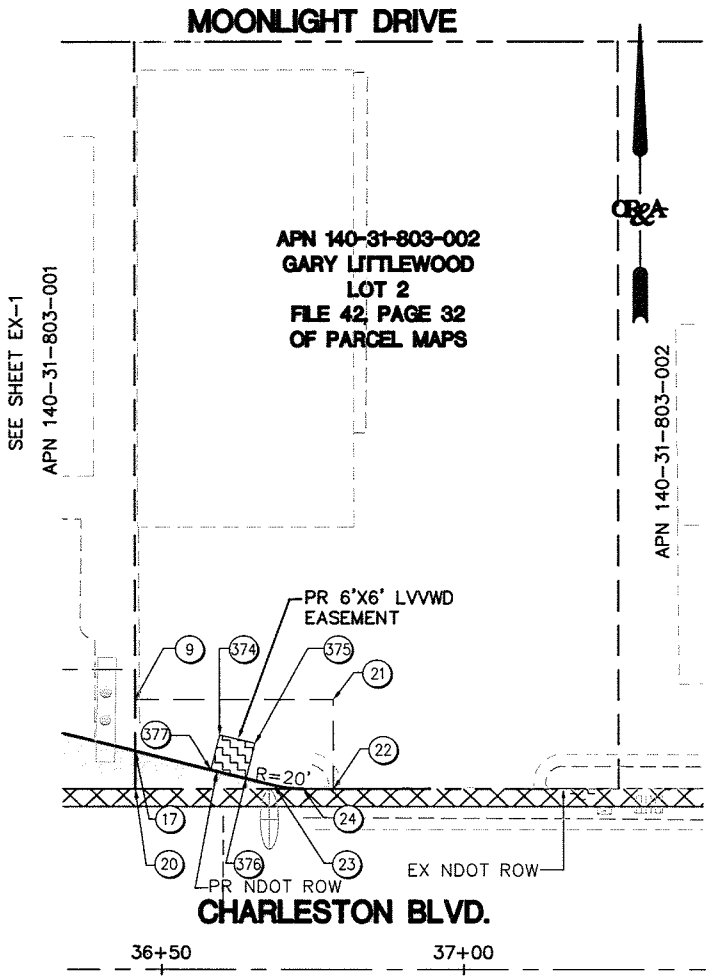
PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-31-803-001

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

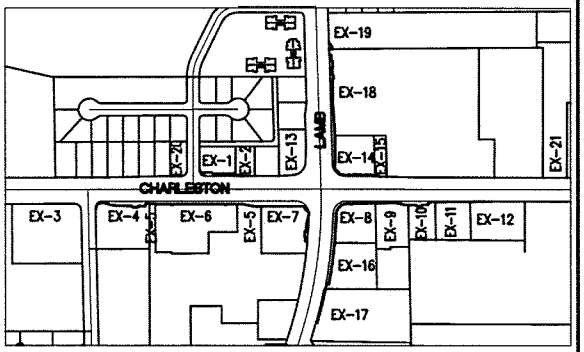
EX-1

SHEET 1 OF 21



AREAS

TCE AREA = 412 SQ FT
ROW TAKE–NDOT = 80 SQ FT
LVVWD = 36 SQ FT



KEY MAP

NOT TO SCALE

PROPOSED TCE

POINT	REF	STATION	OFFSET
9	CH	36+45.62	70.00' LT
21	CH	36+78.45	70.00' LT
22	CH	36+78.45	55.00' LT

PROPOSED ROW

POINT	REF	STATION	OFFSET
17	CH	36+45.62	61.34' LT
23	CH	36+68.60	55.60' LT
24	CH	36+73.45	55.00' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
20	CH	36+45.62	55.00' LT
22	CH	36+78.45	55.00' LT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
374	CH	36+59.62	64.03' LT
375	CH	36+65.44	62.57' LT
376	CH	36+63.99	56.75' LT
377	CH	36+58.17	58.21' LT

RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

EXISTING NVE EASEMENT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

0 10 20 40 80

SCALE: 1:20 (IN FEET)

OR&A

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CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

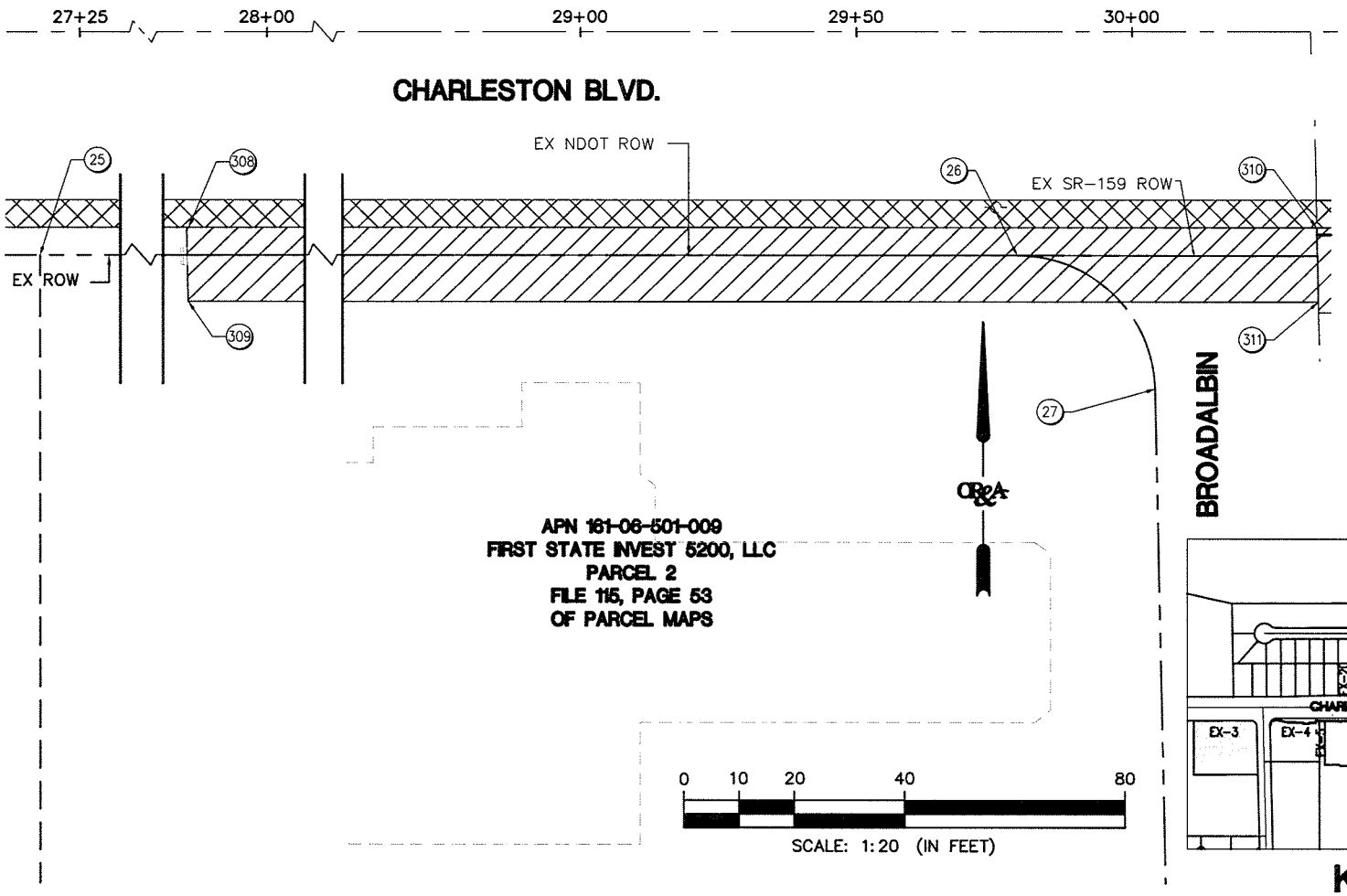
PARCEL EXHIBIT TO SHOW STATIONING
APN: 140–31–803–002

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013–02–28

DRAWING NUMBER

EX-2

SHEET 2 OF 21



EXISTING ROW

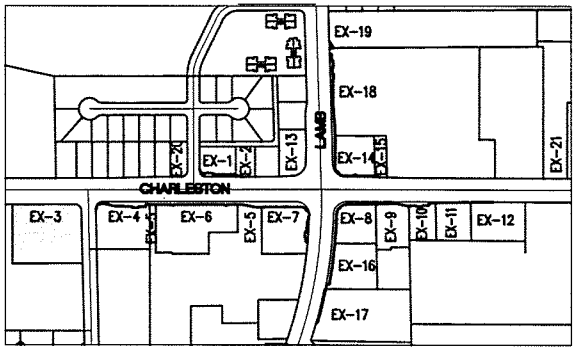
POINT	REF	STATION	OFFSET
25	CH	27+17.76	60.00' RT
26	CH	29+79.16.	60.00' RT
27	CH	30+04.15	84.48' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
308	CH	27+85.44	55.00' RT
309	CH	27+85.72	68.50' RT
310	CH	30+33.48	55.00' RT
311	CH	30+33.77	68.50' RT

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT



KEY MAP
NOT TO SCALE

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CITY OF LAS VEGAS

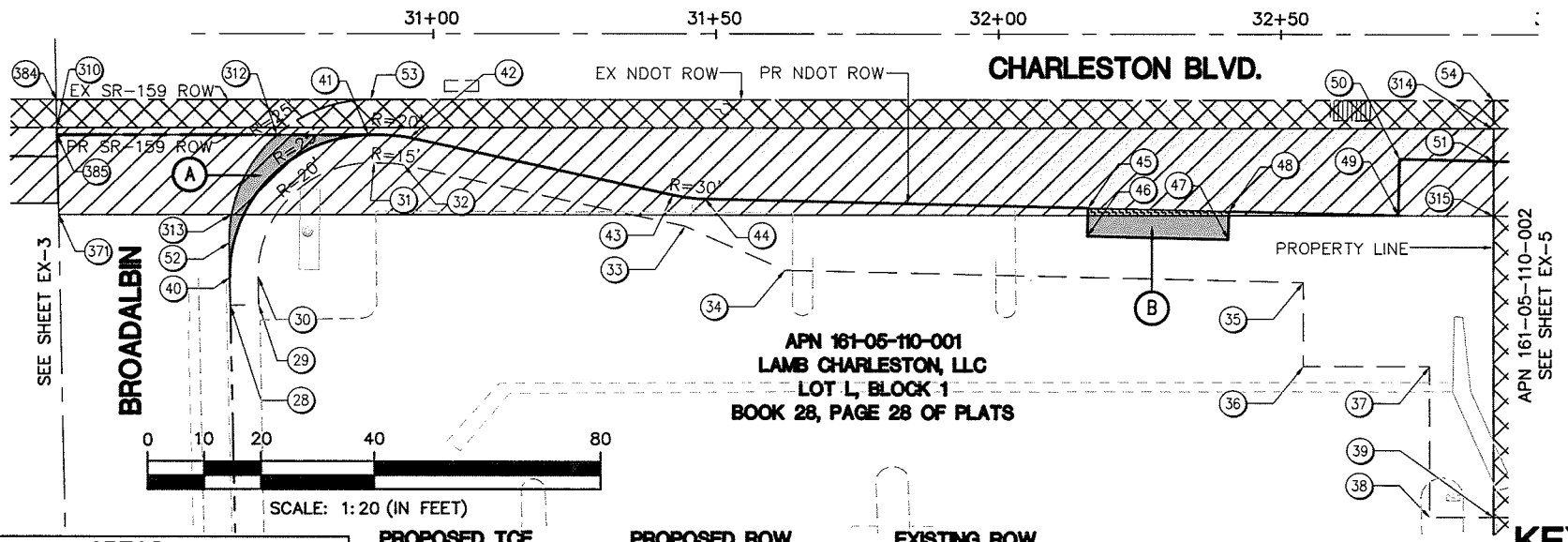
CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-06-501-009

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

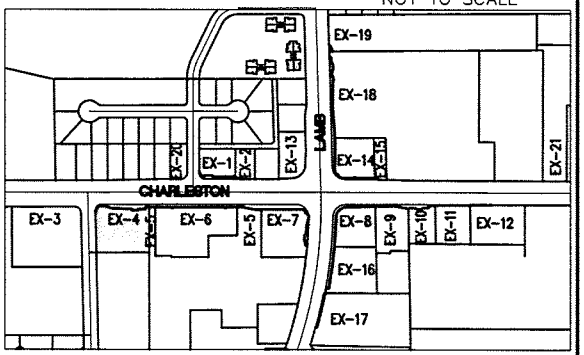
DRAWING NUMBER

EX-3



KEY MAP

NOT TO SCALE



AREAS

TCE AREA = 3038 SQ FT

ROW TAKE–NDOT ROADWAY = 276 SQ FT
PRIVATE = 3273 SQ FT

ROW TAKE–CC PARCEL A = 88 SQ FT
PARCEL B = 125 SQ FT

- RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO CLARK COUNTY
- RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO NDOT
- T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)
- PROPOSED NVE EASEMENT
- EXISTING NVE EASEMENT

PROPOSED TCE

POINT	REF	STATION	OFFSET
28	CH	30+64.21	86.76 RT
29	CH	30+69.21	86.66' RT
30	CH	30+69.11	81.66' RT
31	CH	30+89.56	61.25' RT
32	CH	30+94.81	61.65' RT
33	CH	31+44.53	72.51' RT
34	CH	31+62.13	80.33' RT
35	CH	32+53.98	82.42' RT
36	CH	32+53.98	97.43' RT
37	CH	32+76.31	97.43' RT
38	CH	32+76.31	124.37' RT
39	CH	32+87.63	124.37' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
40	CH	30+64.11	81.76' RT
41	CH	30+89.67	56.25' RT
42	CH	30+95.88	56.76' RT
43	CH	31+42.30	66.90' RT
44	CH	31+48.02	67.59' RT
45	CH	32+15.79	69.13' LT
46	CH	32+15.67	74.13' LT
47	CH	32+40.67	74.70' LT
48	CH	32+40.78	69.70' RT
49	CH	32+70.77	70.39' RT
50	CH	32+71.00	60.39' RT
51	CH	32+87.63	60.77' RT
385	CH	30+33.58	56.25' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
28	CH	30+64.21	86.76 RT
52	CH	30+63.98	75.52' RT
53	CH	30+88.97	50.00' RT
54	CH	32+87.63	50.00' RT
384	CH	30+33.45	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
312	CH	30+72.44	56.25' RT
313	CH	30+64.33	70.50' RT
314	CH	32+87.63	55.00' RT
315	CH	32+87.58	70.50' RT
310	CH	30+33.48	55.00' RT
371	CH	30+33.77	70.50' RT

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CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

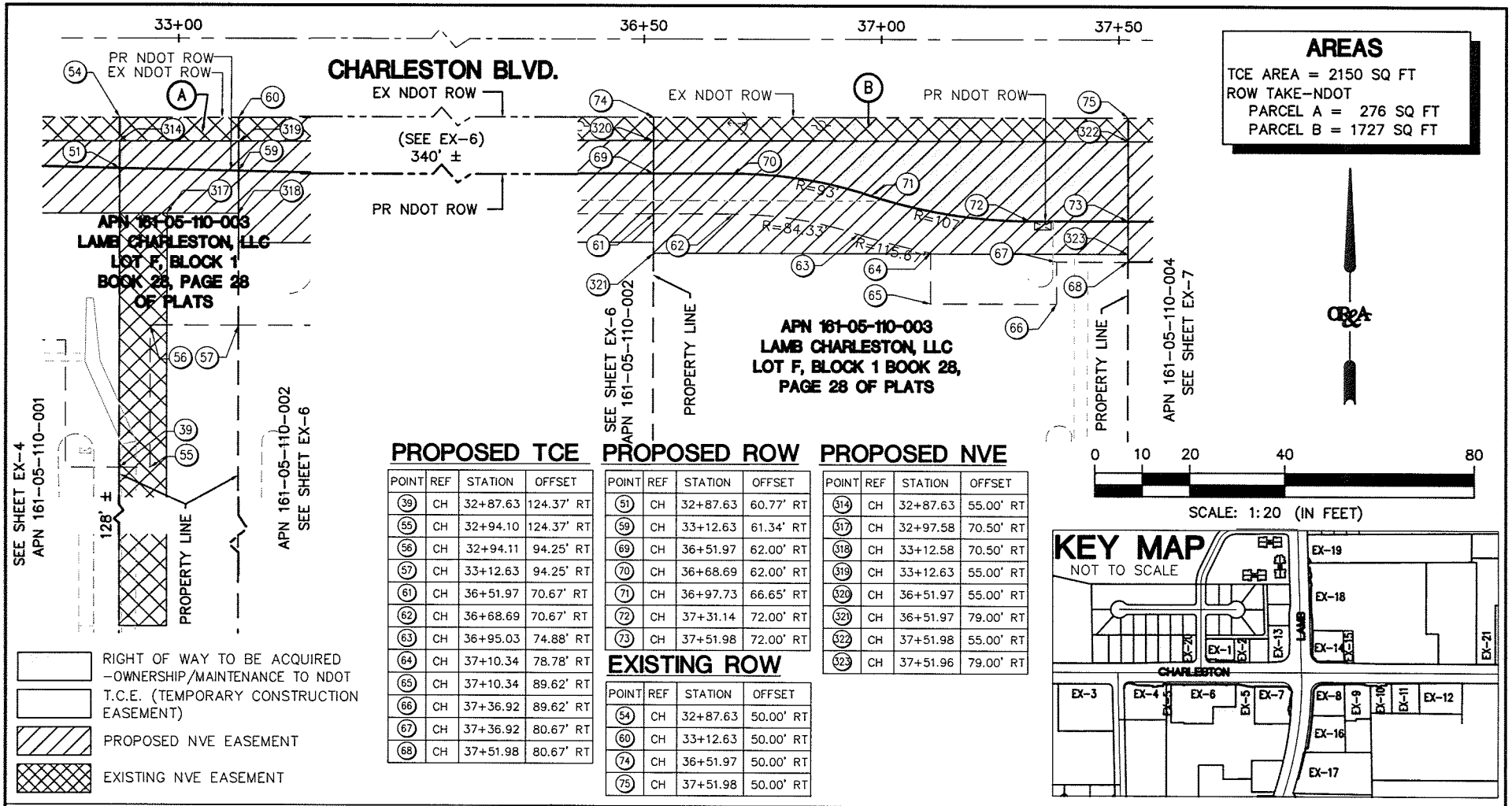
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161–05–110–001

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013–02–28

DRAWING NUMBER

EX-4

SHEET 4 OF 21



AREAS

TCE AREA = 2150 SQ FT
ROW TAKE-NDOT
PARCEL A = 276 SQ FT
PARCEL B = 1727 SQ FT

0 10 20 40 80

SCALE: 1:20 (IN FEET)

PROPOSED TCE

POINT	REF	STATION	OFFSET
39	CH	32+87.63	124.37' RT
55	CH	32+94.10	124.37' RT
56	CH	32+94.11	94.25' RT
57	CH	33+12.63	94.25' RT
61	CH	36+51.97	70.67' RT
62	CH	36+68.69	70.67' RT
63	CH	36+95.03	74.88' RT
64	CH	37+10.34	78.78' RT
65	CH	37+10.34	89.62' RT
66	CH	37+36.92	89.62' RT
67	CH	37+36.92	80.67' RT
68	CH	37+51.98	80.67' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
51	CH	32+87.63	60.77' RT
59	CH	33+12.63	61.34' RT
69	CH	36+51.97	62.00' RT
70	CH	36+68.69	62.00' RT
71	CH	36+97.73	66.65' RT
72	CH	37+31.14	72.00' RT
73	CH	37+51.98	72.00' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
54	CH	32+87.63	50.00' RT
60	CH	33+12.63	50.00' RT
74	CH	36+51.97	50.00' RT
75	CH	37+51.98	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
314	CH	32+87.63	55.00' RT
317	CH	32+97.58	70.50' RT
318	CH	33+12.58	70.50' RT
319	CH	33+12.63	55.00' RT
320	CH	36+51.97	55.00' RT
321	CH	36+51.97	79.00' RT
322	CH	37+51.98	55.00' RT
323	CH	37+51.96	79.00' RT

RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

KEY MAP

NOT TO SCALE

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CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

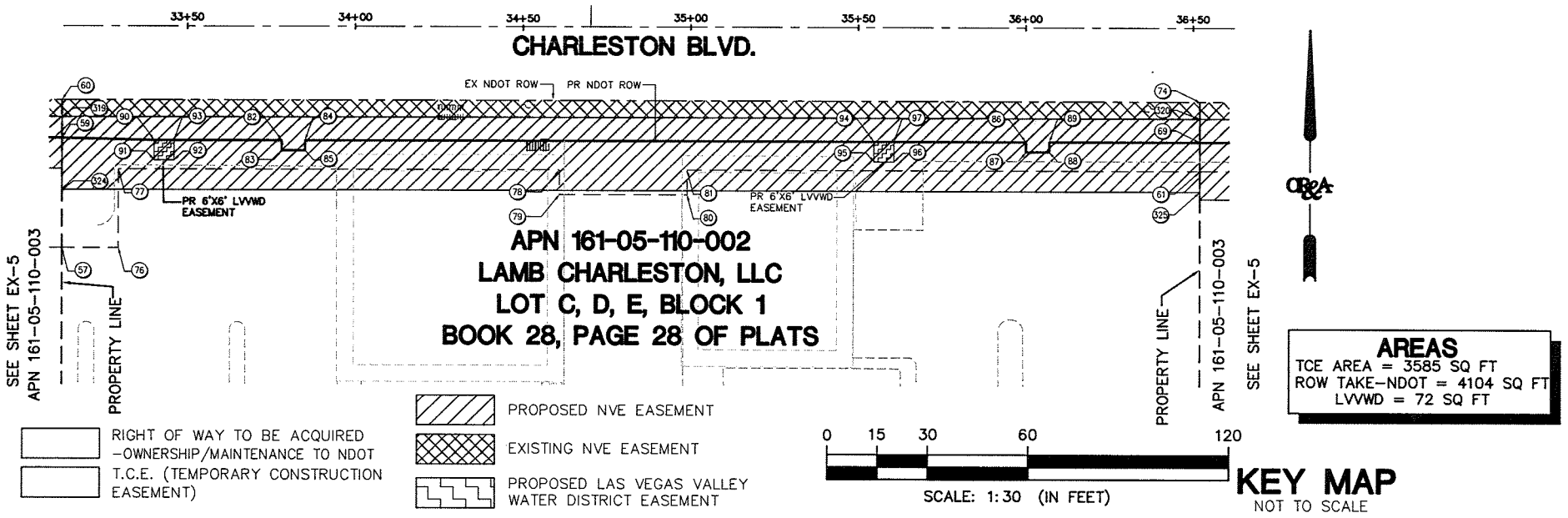
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-110-003

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-5

SHEET 5 OF 21

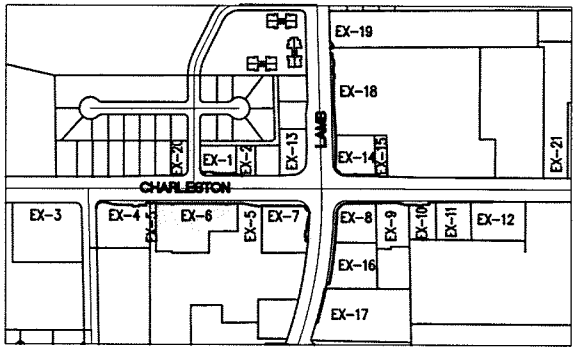


AREAS

TCE AREA = 3585 SQ FT
ROW TAKE–NDOT = 4104 SQ FT
LVVWD = 72 SQ FT

KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
57	CH	33+12.63	94.25' RT
76	CH	33+29.48	94.25' RT
77	CH	33+29.49	70.67' RT
78	CH	34+60.81	70.67' RT
79	CH	34+60.83	78.01' RT
80	CH	34+98.92	78.01' RT
81	CH	34+98.92	70.67' RT
61	CH	36+51.97	70.67' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
59	CH	33+12.63	61.34' RT
82	CH	33+78.04	62.00' RT
83	CH	33+78.04	65.00' RT
84	CH	33+85.04	62.00' RT
85	CH	33+85.04	65.00' RT
86	CH	36+00.01	62.00' RT
87	CH	36+00.01	65.00' RT
88	CH	36+07.01	65.00' RT
89	CH	36+07.01	62.00' RT
69	CH	36+51.97	62.00' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
60	CH	33+12.63	50.00' RT
74	CH	36+51.97	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
319	CH	33+12.63	55.00' RT
320	CH	36+51.97	55.00' RT
324	CH	33+12.63	76.75' RT
325	CH	36+51.95	76.75' RT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
90	CH	33+40.07	61.97' RT
91	CH	33+40.06	68.00' RT
92	CH	33+46.06	68.00' RT
93	CH	33+46.07	62.00' RT
94	CH	35+54.62	62.00' RT
95	CH	35+54.61	68.00' RT
96	CH	35+60.61	68.01' RT
97	CH	35+60.62	62.01' RT

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CITY OF LAS VEGAS

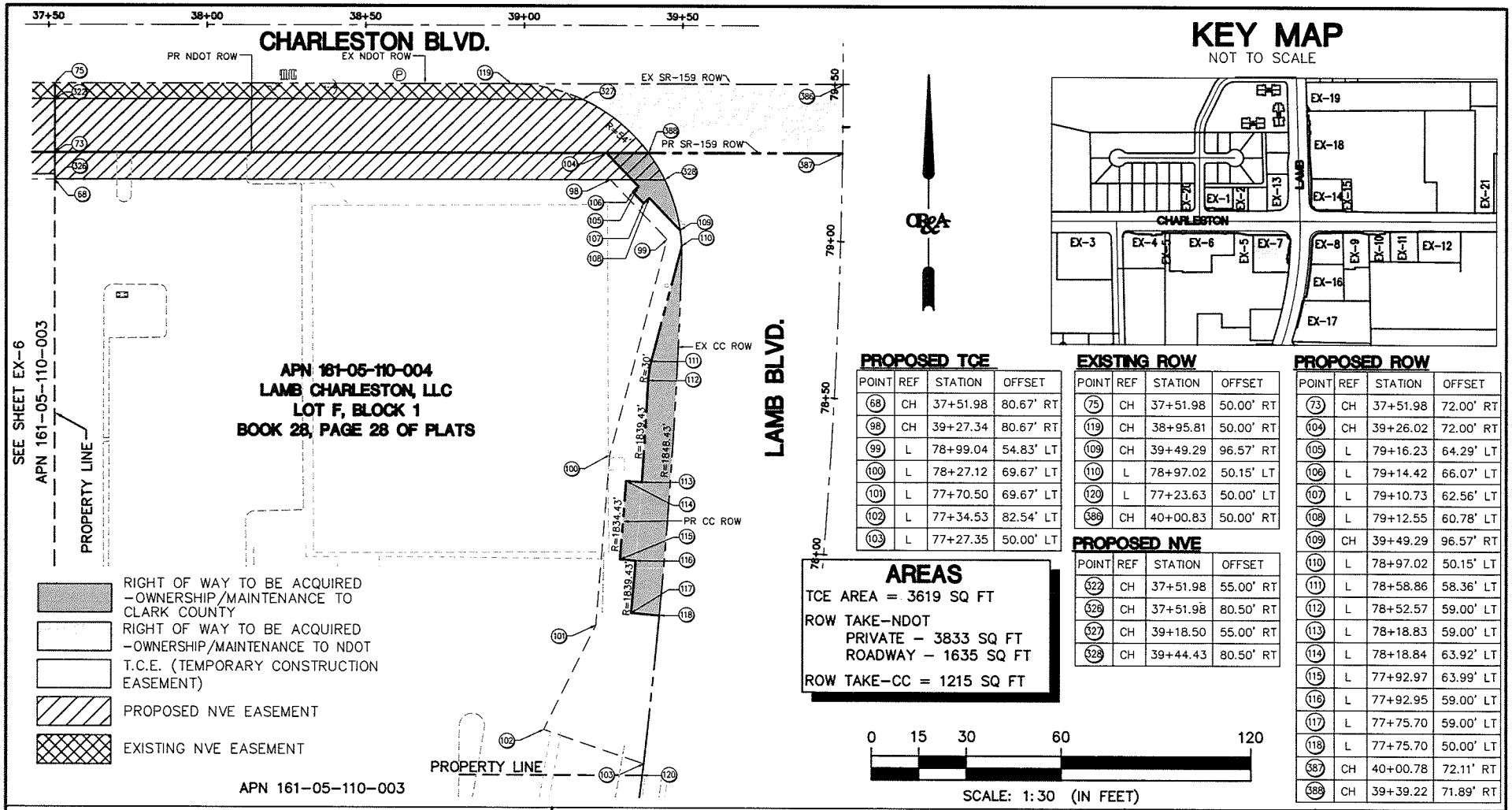
CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-110-002

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-6



KEY MAP

NOT TO SCALE

PROPOSED TCE

POINT	REF	STATION	OFFSET
68	CH	37+51.98	80.67' RT
98	CH	39+27.34	80.67' RT
99	L	78+99.04	54.83' LT
100	L	78+27.12	69.67' LT
101	L	77+70.50	69.67' LT
102	L	77+34.53	82.54' LT
103	L	77+27.35	50.00' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
75	CH	37+51.98	50.00' RT
119	CH	38+95.81	50.00' RT
109	CH	39+49.29	96.57' RT
110	L	78+97.02	50.15' LT
120	L	77+23.63	50.00' RT
386	CH	40+00.83	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
522	CH	37+51.98	55.00' RT
326	CH	37+51.98	80.50' RT
327	CH	39+18.50	55.00' RT
328	CH	39+44.43	80.50' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
73	CH	37+51.98	72.00' RT
104	CH	39+26.02	72.00' RT
105	L	79+16.23	64.29' LT
106	L	79+14.42	66.07' LT
107	L	79+10.73	62.56' LT
108	L	79+12.55	60.78' LT
109	CH	39+49.29	96.57' RT
110	L	78+97.02	50.15' LT
111	L	78+58.86	58.36' LT
112	L	78+52.57	59.00' LT
113	L	78+18.83	59.00' LT
114	L	78+18.84	63.92' LT
115	L	77+92.97	63.99' LT
116	L	77+92.95	59.00' LT
117	L	77+75.70	59.00' LT
118	L	77+75.70	50.00' LT
387	CH	40+00.78	72.11' RT
388	CH	39+39.22	71.89' RT

AREAS

TCE AREA = 3619 SQ FT

ROW TAKE-NDOT
PRIVATE - 3833 SQ FT
ROADWAY - 1635 SQ FT

ROW TAKE-CC = 1215 SQ FT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

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Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

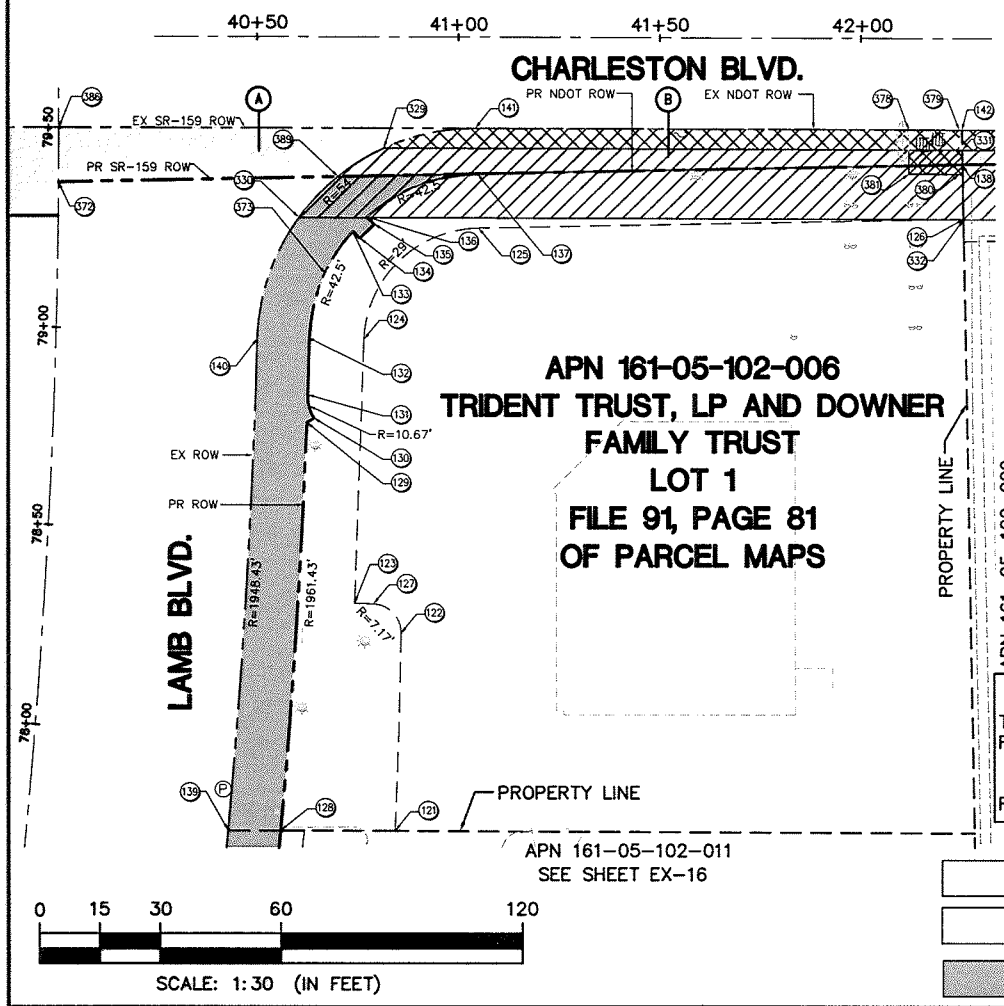
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-110-004

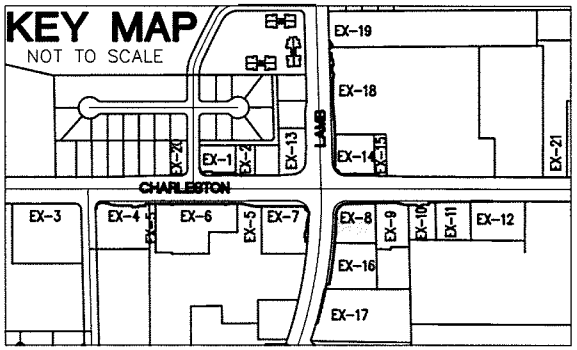
DESIGNED BY: JS
DRAWN BY: JS
CHECKED BY: RM
DATE: 2013-02-28

DRAWING NUMBER

EX-7

SHEET 7 OF 21





PROPOSED TCE

POINT	REF	STATION	OFFSET
121	L	77+81.24	91.30' RT
122	L	78+28.52	89.06' RT
123	L	78+35.00	77.04' RT
124	L	78+98.93	76.50' RT
125	CH	41+05.13	74.79' RT
126	CH	42+25.67	72.12' RT
127	CH	78+35.08	81.77' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
139	L	77+77.79	50.00' RT
140	L	78+98.45	50.00' RT
141	CH	41+04.28	50.00' RT
142	CH	42+25.21	50.00' RT
386	CH	40+00.83	50.00' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
128	L	77+78.89	63.00' RT
129	L	78+78.28	63.00' RT
130	L	78+79.35	64.76' RT
131	L	78+85.02	63.00' RT
132	L	78+98.82	63.00' RT
133	L	79+25.08	73.20' RT
134	L	79+23.39	74.99' RT
135	L	79+26.83	78.49' RT
136	L	79+28.51	76.70' RT
137	CH	41+04.83	61.30' RT
138	CH	42+25.39	58.62' RT
372	CH	40+00.83	63.61' RT
373	CH	40+67.10	86.18' RT
389	CH	40+70.21	62.07' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
329	CH	40+81.59	55.00' RT
330	CH	40+60.60	72.25' RT
331	CH	42+25.32	55.00' RT
332	CH	42+25.67	72.25' RT

AREAS

TCE AREA = 4780 SQ FT
ROW TAKE-NDOT
PARCEL A = 1021 SQ FT
PARCEL B = 1474 SQ FT
ROW TAKE-CC = 2269 SQ FT

RIGHT OF WAY TO BE ACQUIRED -OWNERSHIP/MAINTENANCE TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

RIGHT OF WAY TO BE ACQUIRED -OWNERSHIP/MAINTENANCE TO CLARK COUNTY

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

OR&A
Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

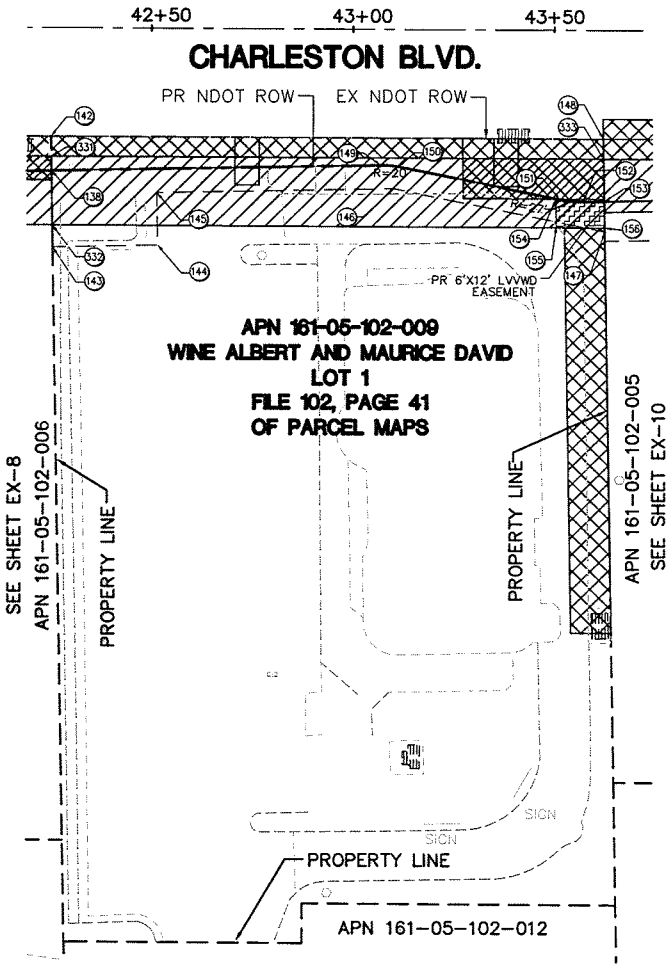
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-102-006

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-8

SHEET 8 OF 21

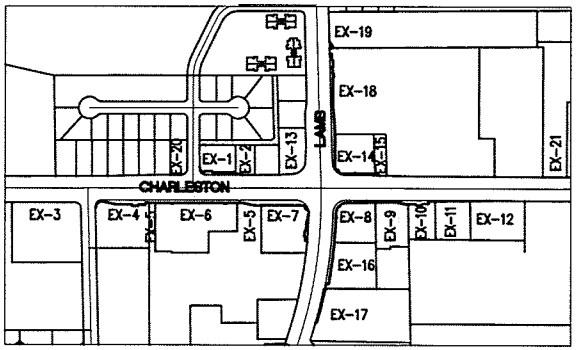


AREAS

TCE AREA = 1163 SQ FT
ROW TAKE-NDOT = 1279 SQ FT
LVVWD = 74 SQ FT

KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
143	CH	42+25.78	77.78' RT
144	CH	42+51.89	77.20' RT
145	CH	42+51.60	64.04' RT
146	CH	43+10.32	62.73' RT
145	CH	43+62.83	73.18' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
142	CH	42+25.21	50.00' RT
148	CH	43+62.36	50.00' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
138	CH	42+25.39	58.62' RT
149	CH	43+07.11	56.80' RT
150	CH	43+11.46	57.18' RT
151	CH	43+51.61	65.17' RT
152	CH	43+57.48	65.69' RT
153	CH	43+62.68	65.57' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
331	CH	42+25.32	55.00' RT
332	CH	42+25.67	72.25' RT
333	CH	43+62.47	55.00' RT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
151	CH	43+51.61	65.17' RT
152	CH	43+57.48	65.69' RT
153	CH	43+62.68	65.57' RT
154	CH	43+50.64	64.98' RT
155	CH	43+50.80	71.84' RT
156	CH	43+62.80	71.57' RT

RIGHT OF WAY TO BE ACQUIRED -OWNERSHIP/MAINTENANCE TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

OR&A

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TRANSPORTATION ENGINEERS and PLANNERS
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Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

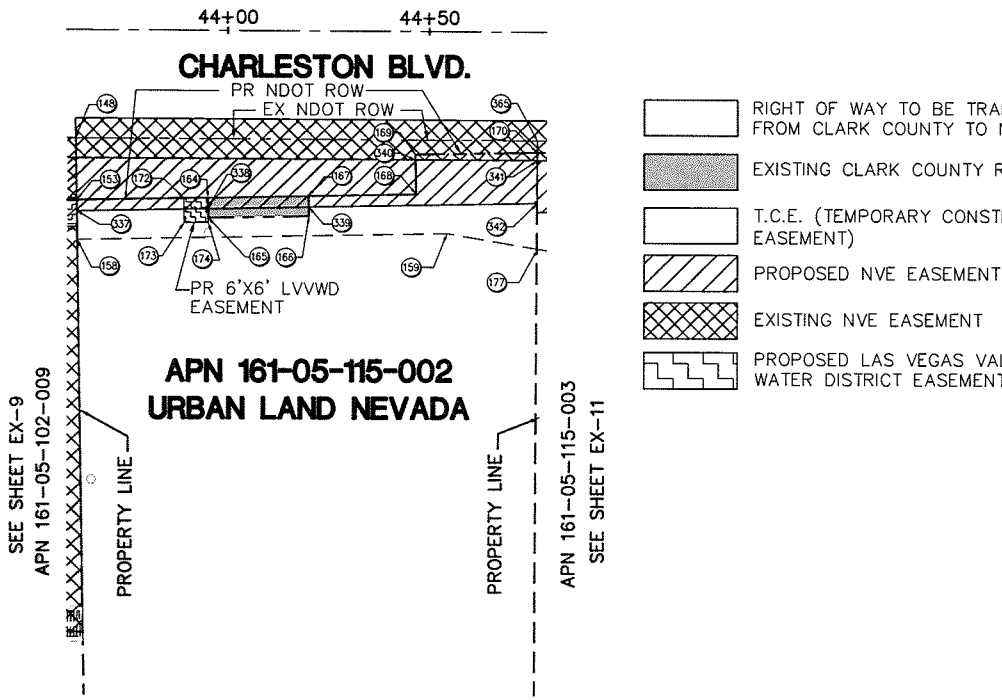
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-102-009

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-9

SHEET 9 OF 21



RIGHT OF WAY TO BE TRANSFERRED FROM CLARK COUNTY TO NDOT

EXISTING CLARK COUNTY RIGHT OF WAY

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

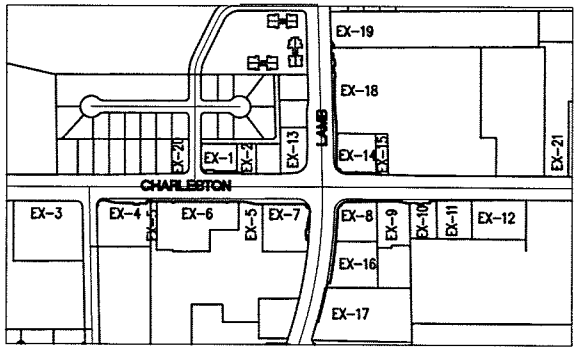
PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

KEY MAP

NOT TO SCALE



AREAS

TCE AREA = 1365 SQ FT
ROW TAKE–NDOT = 1335 SQ FT
LVVWD AREA = 37 SQ FT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

PROPOSED TCE

POINT	REF	STATION	OFFSET
158	CH	43+62.88	75.57' RT
159	CH	44+54.66	73.53' RT
177	CH	44+76.99	77.24' RT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
165	CH	43+95.39	69.84' RT
172	CH	43+89.28	64.98' RT
173	CH	43+89.41	71.12' RT
174	CH	43+95.41	70.99' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
148	CH	43+62.36	50.00' RT
153	CH	43+62.68	65.57' RT
164	CH	43+95.27	64.85' RT
165	CH	43+95.39	69.84' RT
166	CH	44+20.38	69.29' RT
167	CH	44+20.27	53.70' RT
168	CH	44+46.94	63.70' RT
169	CH	44+46.71	64.29' RT
170	CH	44+76.99	53.03' RT
365	CH	44+76.99	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
153	CH	43+62.68	65.57' RT
337	CH	43+62.74	68.32' RT
164	CH	43+95.27	64.85' RT
338	CH	43+89.34	67.73' RT
167	CH	44+20.27	53.70' RT
339	CH	44+20.33	67.04' RT
340	CH	44+76.70	55.00' RT
168	CH	44+46.94	63.70' RT
341	CH	44+75.48	55.00' RT
342	CH	44+76.92	65.78' RT

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CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

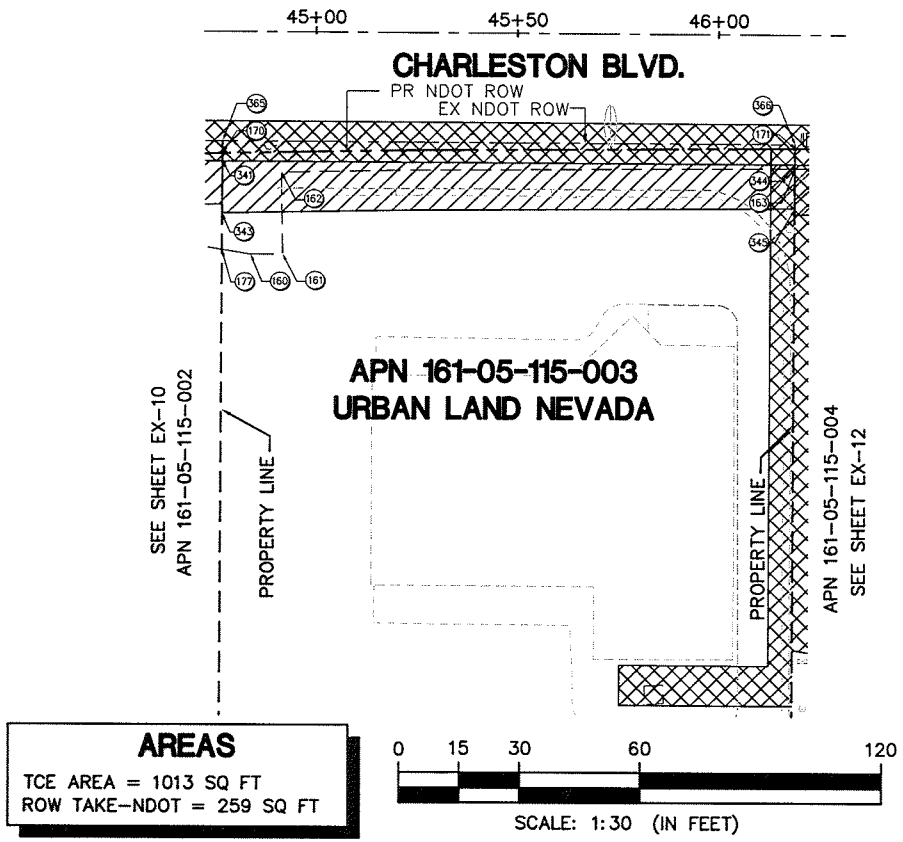
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-115-002

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

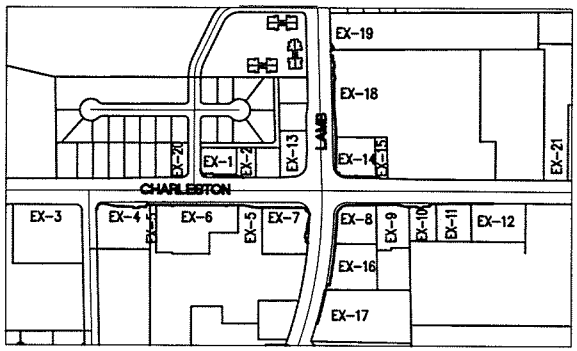
EX-10

SHEET 10 OF 21



KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
160	CH	44+84.25	78.45' RT
161	CH	44+92.10	78.36' RT
162	CH	44+91.64	57.70' RT
163	CH	46+19.18	55.98' RT
177	CH	44+76.99	77.24' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
170	CH	44+76.99	53.03' RT
171	CH	46+19.18	50.98' RT
365	CH	44+76.99	50.00' RT
366	CH	46+19.18	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
341	CH	44+76.70	55.00' RT
343	CH	44+76.96	68.03' RT
344	CH	46+19.21	55.00' RT
345	CH	46+19.21	65.98' RT

AREAS

TCE AREA = 1013 SQ FT
ROW TAKE–NDOT = 259 SQ FT

RIGHT OF WAY TO BE TRANSFERRED FROM CLARK COUNTY TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

OR&A

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Phone: (702) 233–4060 | Fax: (702) 233–4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

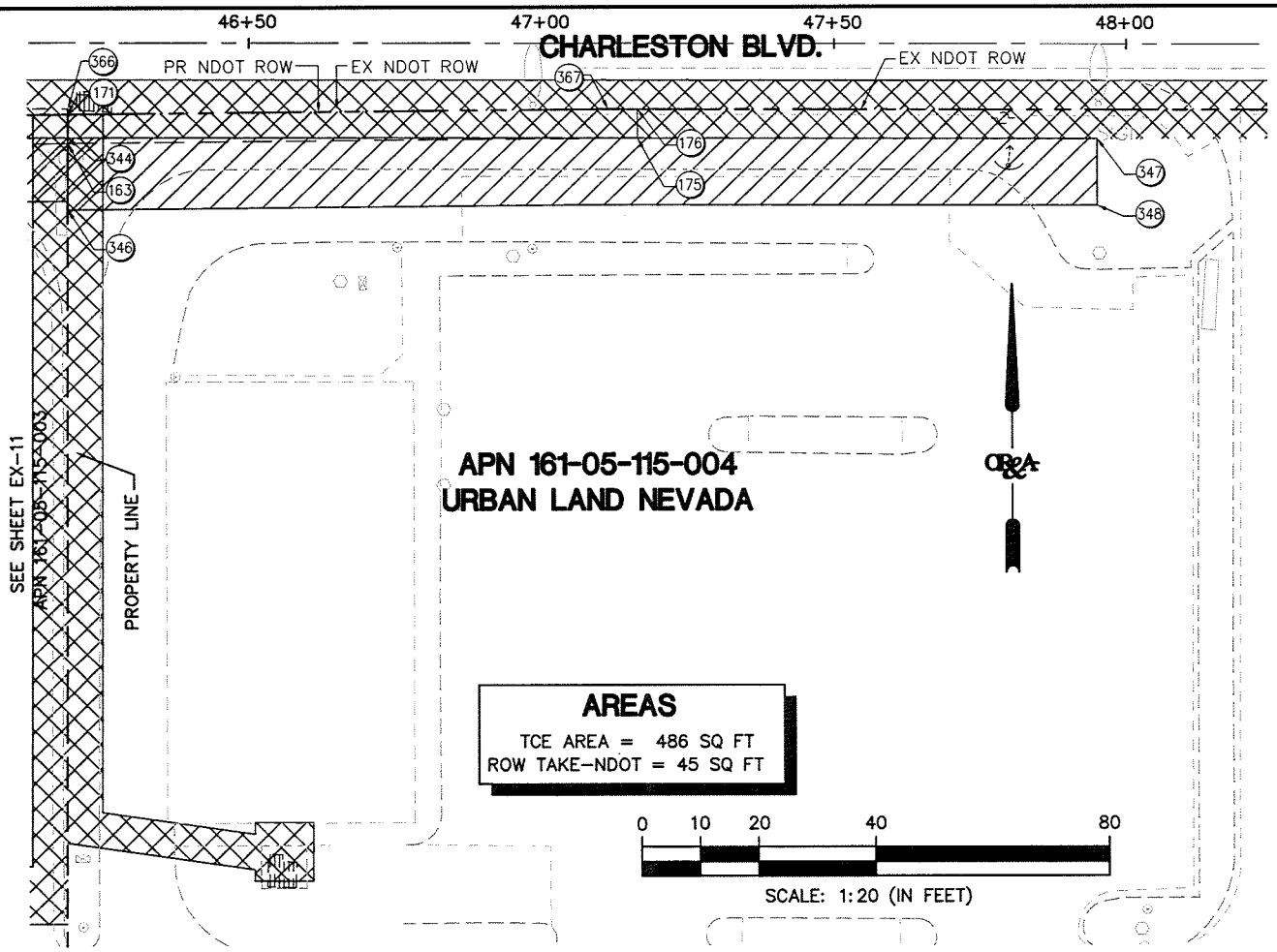
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161–05–115–003

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013–02–28

DRAWING NUMBER

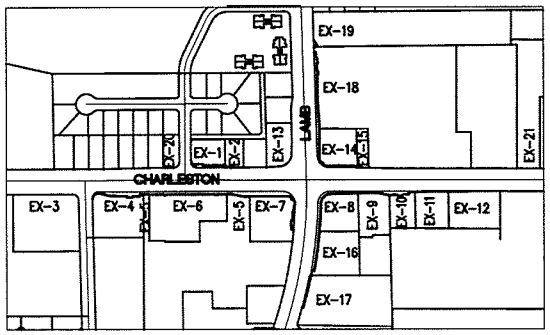
EX-11

SHEET 11 OF 21



KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
163	CH	46+19.18	55.98' RT
175	CH	47+16.55	55.00' RT
176	CH	47+16.55	50.00' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
171	CH	46+19.18	50.98' RT
366	CH	46+19.18	50.00' RT
367	CH	47+11.50	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
344	CH	46+19.21	55.00' RT
346	CH	46+19.21	67.50' RT
347	CH	47+95.21	55.00' RT
348	CH	47+95.21	66.50' RT

RIGHT OF WAY TO BE TRANSFERRED FROM CLARK COUNTY TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

OR&A

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CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING

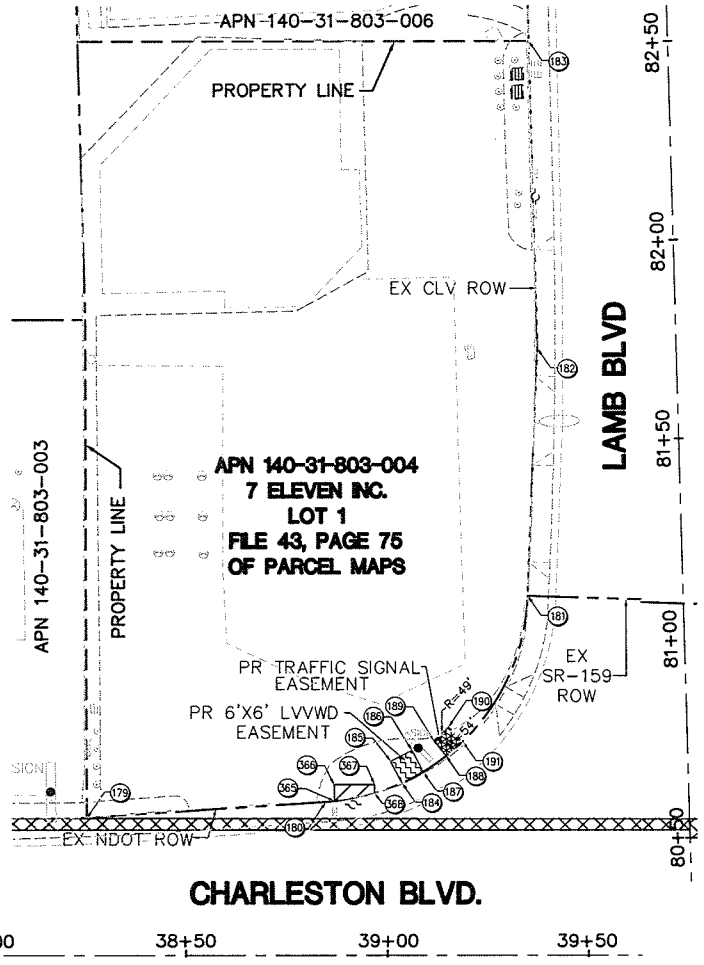
APN: 161-05-115-004

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

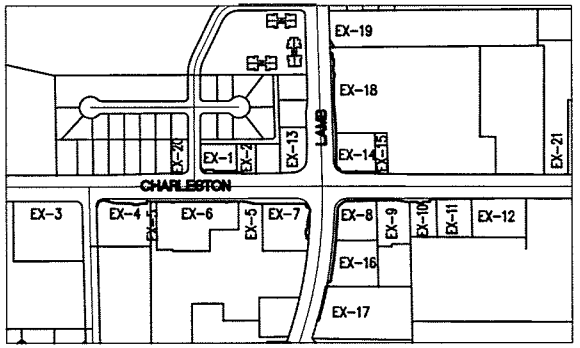
EX-12

SHEET 12 OF 21



KEY MAP

NOT TO SCALE



PROPOSED NVE

POINT	REF	STATION	OFFSET
365	CH	38+86.86	59.31' LT
366	CH	38+86.86	63.47' LT
367	CH	38+96.86	63.47' LT
368	CH	38+96.86	61.34' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
179	CH	38+25.48	55.00' LT
180	CH	38+84.72	59.12' LT
181	L	81+12.35	62.12' LT
182	L	81+74.14	58.00' LT
183	L	82+51.52	58.00' LT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
184	CH	39+03.67	63.94' LT
185	CH	39+00.87	69.25' LT
186	CH	39+06.18	72.04' LT
187	CH	39+08.98	66.73' LT

PROPOSED TRAFFIC SIGNAL

POINT	REF	STATION	OFFSET
188	CH	39+14.66	70.67' LT
189	CH	39+11.55	74.59' LT
190	CH	39+15.31	77.89' LT
191	CH	39+18.79	74.30' LT

EXISTING NVE EASEMENT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

PROPOSED TRAFFIC SIGNAL EASEMENT

PROPOSED NVE EASEMENT

AREAS

LVVWD AREA = 36 SQ FT
SIGNAL EASEMENT AREA = 26 SQ FT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

OR&A

Orth-Rodgers and Associates, Inc.
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Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

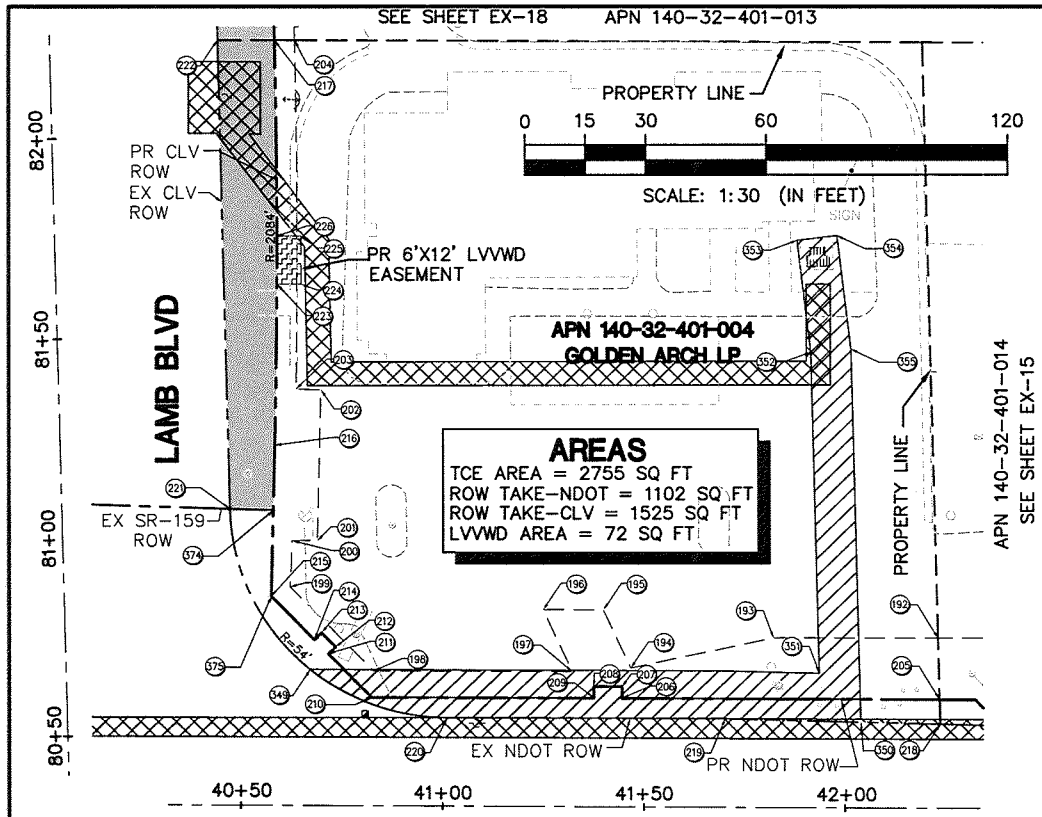
CHARLESTON/LAMB INTERSECTION WIDENING

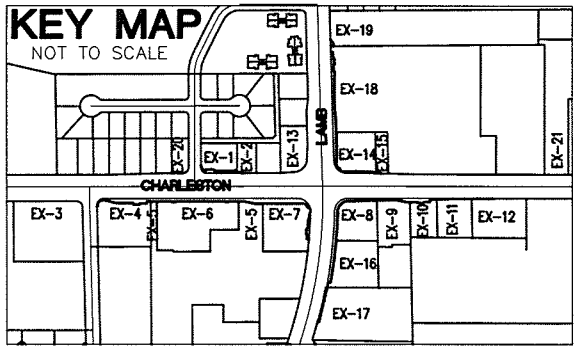
PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-31-803-004

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-13





PROPOSED TCE

POINT	REF	STATION	OFFSET
192	CH	42+22.84	75.50' LT
193	CH	41+81.94	75.50' LT
194	CH	41+46.50	67.61' LT
195	CH	41+39.68	82.30' LT
196	CH	41+24.72	82.30' LT
197	CH	41+31.98	66.67' LT
198	CH	40+82.69	66.67' LT
199	L	80+85.99	64.48' RT
200	L	80+97.68	65.23' RT
201	L	80+97.51	71.50' RT
202	L	81+35.31	73.38' RT
203	L	81+35.62	67.20' RT
204	L	82+23.02	69.12' RT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
223	L	81+62.00	63.17' RT
224	L	81+61.84	69.17' RT
225	L	81+73.87	69.49' RT
226	L	81+74.03	63.49' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
218	CH	42+23.47	53.81' LT
219	CH	41+69.96	55.00' LT
220	CH	41+00.90	55.00' LT
221	L	81+06.03	50.00' RT
222	L	82+23.57	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
349	CH	40+66.96	67.00' LT
219	CH	41+69.96	55.00' LT
220	CH	41+00.90	55.00' LT
350	CH	42+03.72	54.25' LT
351	CH	41+93.37	66.48' LT
352	CH	41+91.04	147.33' LT
353	CH	41+87.59	175.11' LT
354	CH	41+97.51	176.34' LT
355	CH	42+01.03	148.09' LT

PROPOSED ROW

POINT	REF	STATION	OFFSET
205	CH	42+23.29	60.00' LT
206	CH	41+44.36	60.00' LT
207	CH	41+44.36	63.00' LT
208	CH	41+37.36	63.00' LT
209	CH	41+37.36	60.00' LT
210	CH	40+82.22	60.00' LT
211	CH	40+71.46	70.98' LT
212	CH	40+73.25	72.73' LT
213	CH	40+69.75	76.30' LT
214	CH	40+67.97	74.55' LT
215	L	80+83.83	59.67' RT
216	L	81+21.63	61.55' RT
217	L	82+23.16	64.12' RT
374	CH	40+57.68	107.15' LT
375	CH	40+57.22	85.52' LT

RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO CITY OF LAS VEGAS

Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

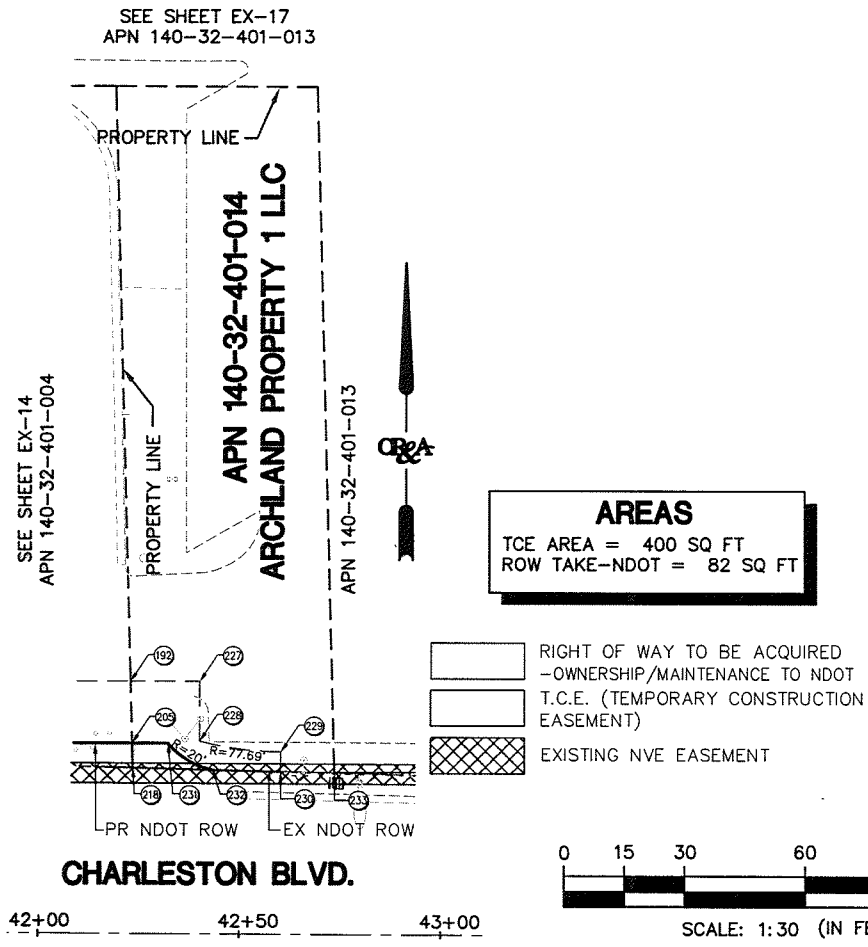
PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-32-401-004

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-14

SHEET 14 OF 21



AREAS

TCE AREA = 400 SQ FT
ROW TAKE-NDOT = 82 SQ FT

RIGHT OF WAY TO BE ACQUIRED -OWNERSHIP/MAINTENANCE TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

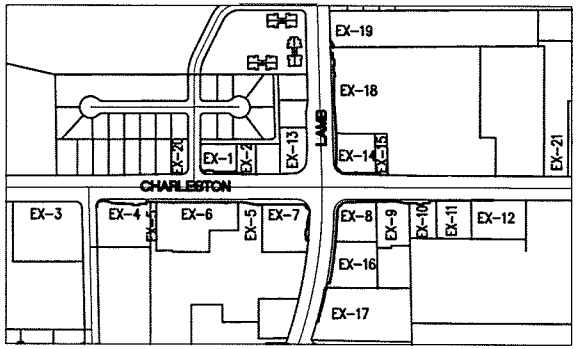
EXISTING NVE EASEMENT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
192	CH	42+22.84	75.50' LT
227	CH	42+40.01	75.53' LT
228	CH	42+40.04	60.56' LT
229	CH	42+60.22	58.00' LT
230	CH	42+60.14	53.00' LT

PROPOSED ROW

POINT	REF	STATION	OFFSET
205	CH	42+23.29	60.00' LT
231	CH	42+32.22	60.00' LT
232	CH	42+43.61	53.36' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
218	CH	42+23.47	53.81' LT
233	CH	42+73.52	52.70' LT

OR&A
Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

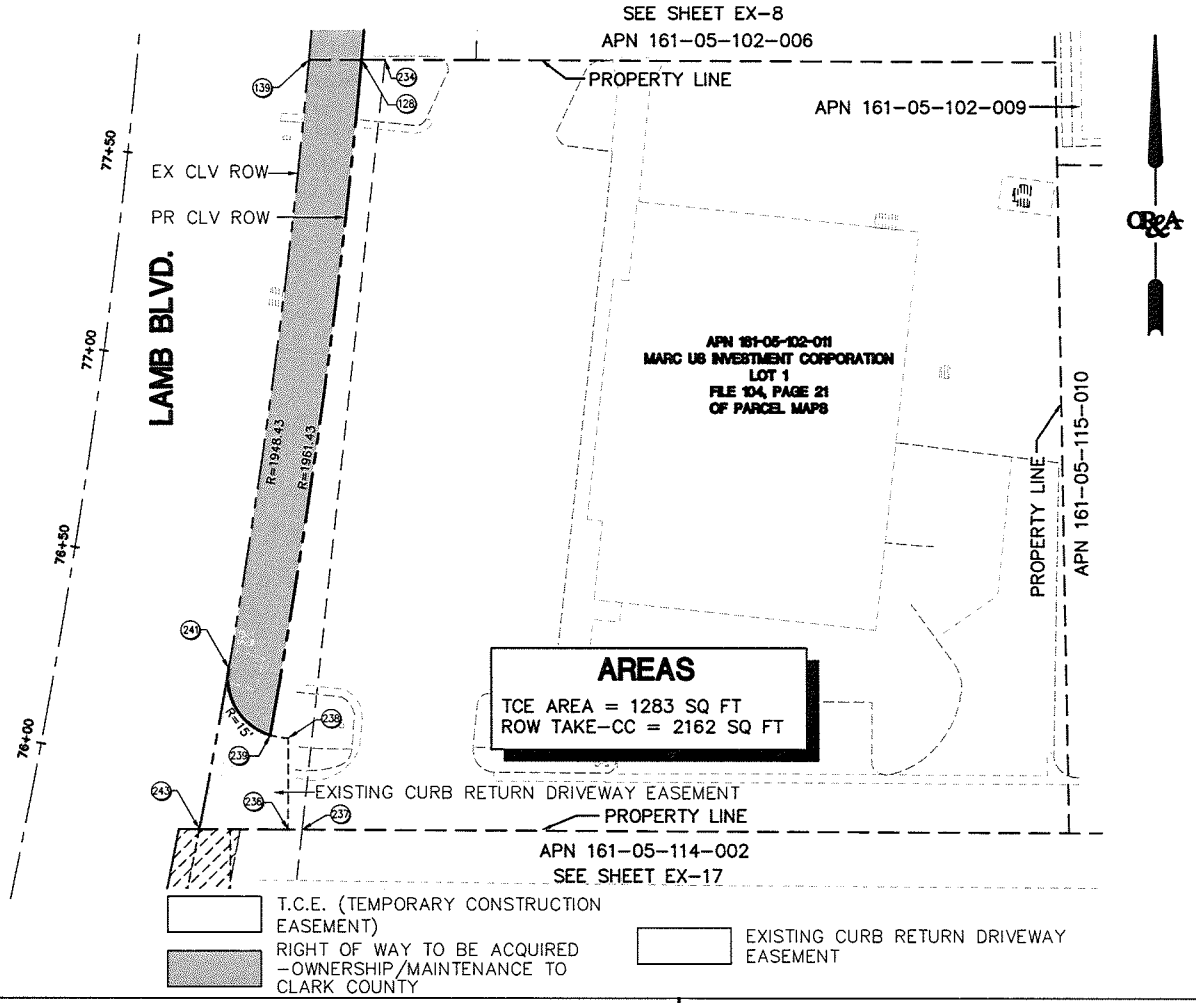
PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-32-401-014

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

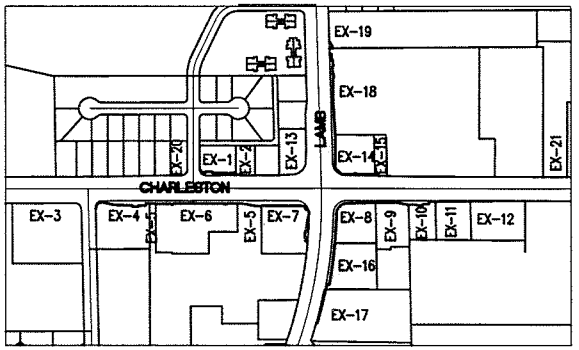
EX-15

SHEET 15 OF 21



KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
234	L	77+79.38	68.84' RT
236	L	75+91.63	71.65' RT
237	L	75+92.25	75.08' RT
238	L	76+13.46	67.54' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
128	L	77+78.89	63.00' RT
239	L	76+13.36	63.00' RT
241	L	76+27.74	50.00' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
139	L	77+77.79	50.00' RT
243	L	75+87.67	50.00' RT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

OR&A

Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

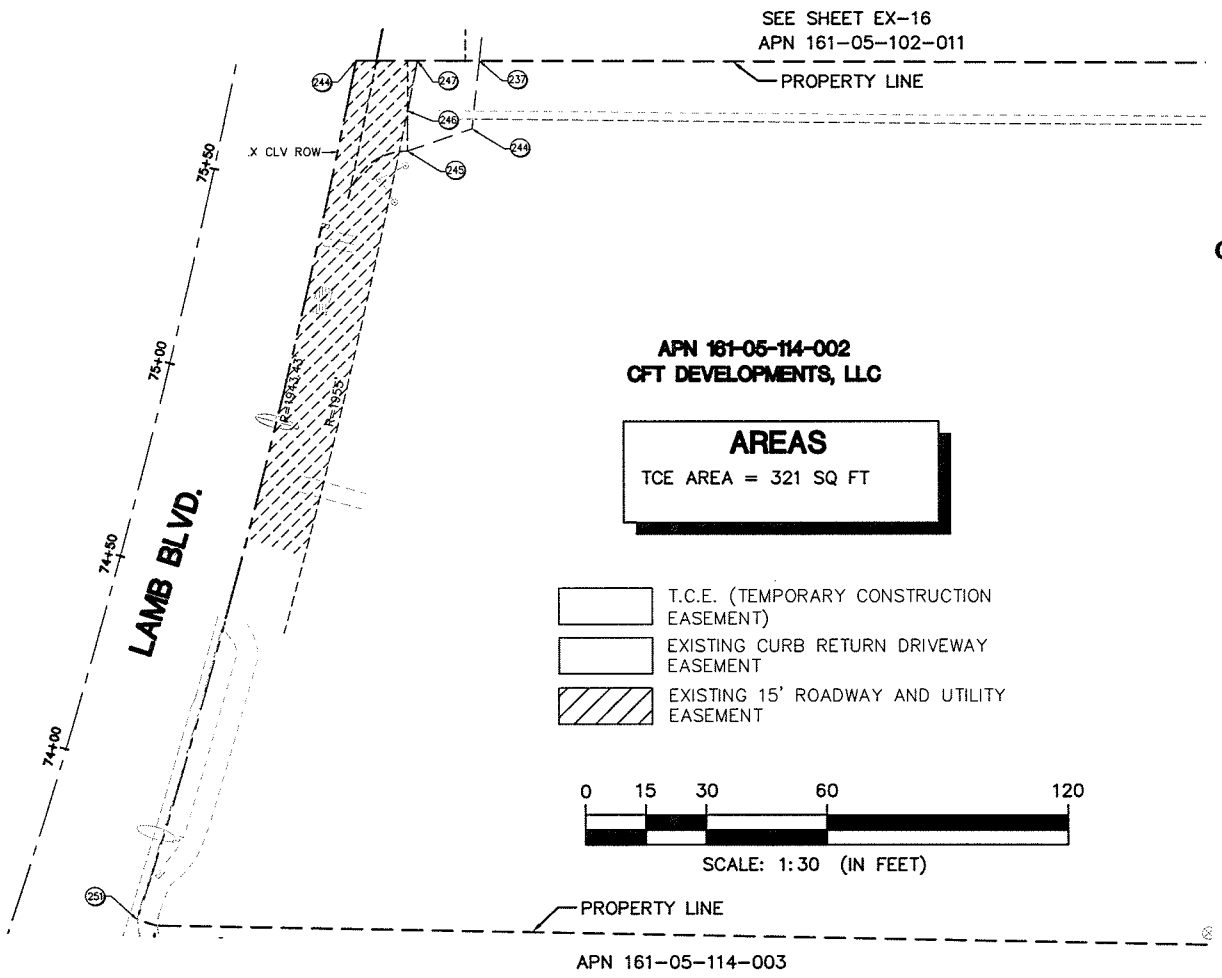
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-102-011

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

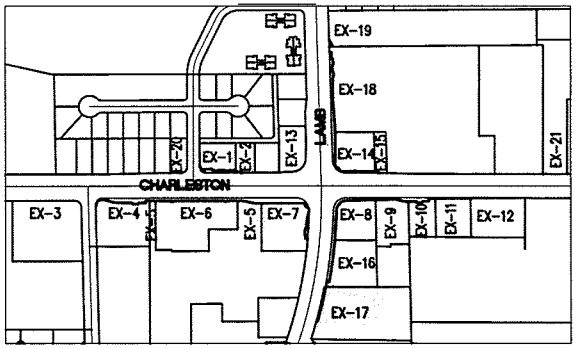
EX-16

SHEET 16 OF 21



KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
237	L	75+92.25	75.08' RT
244	L	75+75.61	76.57' RT
245	L	75+67.18	62.00' RT
246	L	75+76.91	60.00' RT
247	L	75+89.51	60.00' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
244	L	75+86.75	45.00' RT
251	L	73+69.05	45.00' RT

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3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
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CITY OF LAS VEGAS

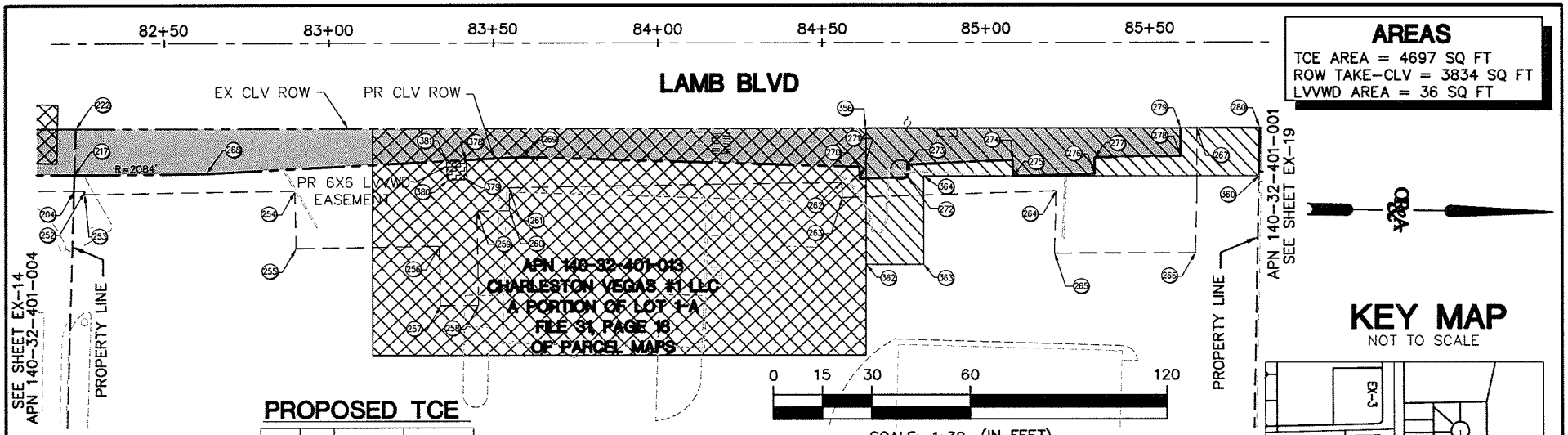
CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-114-002

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-17

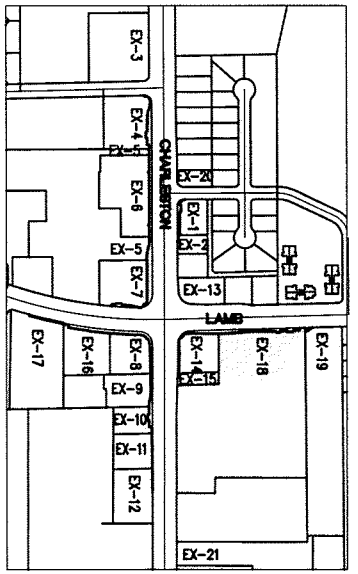


AREAS

TCE AREA = 4697 SQ FT
ROW TAKE-CLV = 3834 SQ FT
LVVWD AREA = 36 SQ FT

KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
204	L	82+23.02	69.12' RT
252	L	82+26.35	69.13' RT
253	L	82+26.35	70.14' RT
254	L	82+90.26	69.16' RT
255	L	82+90.54	86.93' RT
256	L	83+34.11	86.27' RT
257	L	83+34.39	104.69' RT
258	L	83+45.99	104.51' RT
259	L	83+45.55	75.45' RT
260	L	83+55.47	75.30' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
222	L	82+23.57	50.00' RT
280	L	85+83.94	50.00' RT

PROPOSED TCE

POINT	REF	STATION	OFFSET
261	L	83+55.36	68.17' RT
262	L	84+56.48	66.62' RT
263	L	84+56.75	71.33' RT
264	L	85+21.85	69.26' RT
265	L	85+21.35	88.53' RT
266	L	85+64.27	88.40' RT
267	L	85+64.82	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
356	L	84+63.79	50.00' RT
360	L	85+83.65	64.71' RT
362	L	84+63.79	92.00' RT
363	L	84+81.29	92.00' RT
364	L	84+81.44	64.71' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
217	L	82+23.16	64.12' RT
268	L	82+63.24	63.45' RT
269	L	83+59.42	58.69' RT
270	L	84+61.88	61.81' RT
271	L	84+62.09	65.49' RT
272	L	84+76.73	65.02' RT
273	L	84+76.50	61.17' RT
274	L	85+08.57	59.72' RT
275	L	85+08.72	64.72' RT
276	L	85+33.67	63.97' RT
277	L	85+33.58	58.97' RT
278	L	85+59.82	58.54' RT
279	L	85+59.82	50.00' RT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
378	CH	83+42.24	59.60' RT
379	CH	83+42.55	65.59' RT
380	CH	83+36.56	65.91' RT
381	CH	83+36.25	59.69' RT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO CITY OF LAS VEGAS

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED NVE EASEMENT

EXISTING NVE RIGHT OF ENTRY (NV ENERGY)

OR&A

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3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

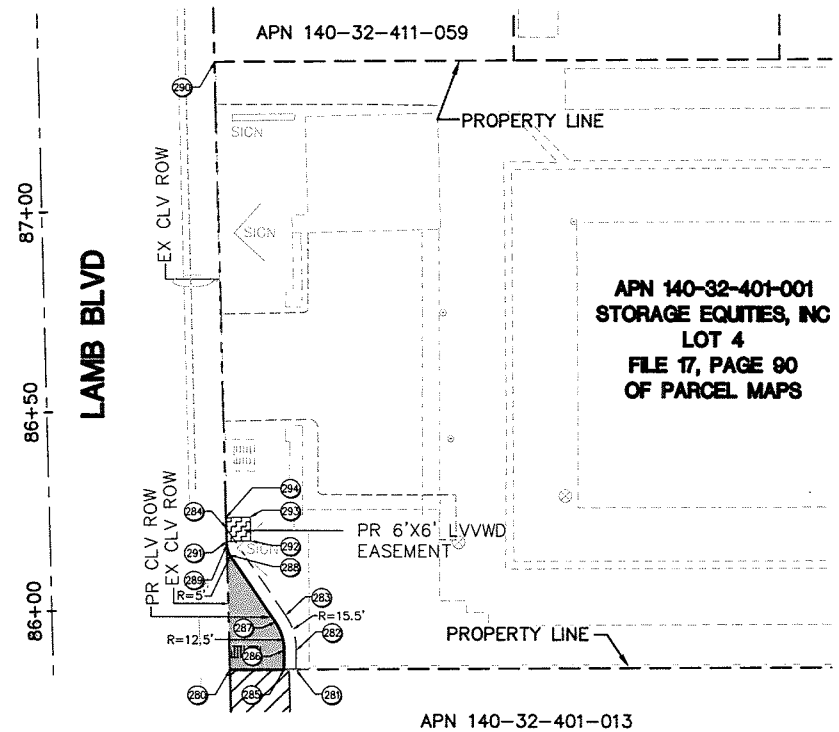
CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-32-401-013

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

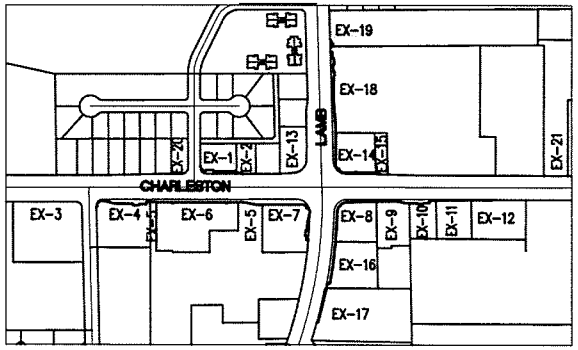
DRAWING NUMBER

EX-18



KEY MAP

NOT TO SCALE



AREAS

TCE AREA = 112 SQ FT
ROW TAKE-CLV = 264 SQ FT
LVVWD AREA = 36 SQ FT

PROPOSED TCE

POINT	REF	STATION	OFFSET
281	L	85+83.62	66.42' RT
282	L	85+88.44	66.61' RT
283	L	85+97.37	64.19' RT
284	L	86+19.65	50.00' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
285	L	85+83.68	63.42' RT
286	L	85+88.55	63.61' RT
287	L	85+95.76	61.66' RT
288	L	86+12.84	50.78' RT
289	L	86+15.52	50.00' RT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
291	L	86+16.29	50.00' RT
292	L	86+16.30	56.00' RT
293	L	86+22.30	56.00' RT
294	L	86+22.29	50.00' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
280	L	85+83.94	50.00' RT
290	L	87+36.59	50.00' RT

RIGHT OF WAY TO BE ACQUIRED -OWNERSHIP/MAINTENANCE TO CITY OF LAS VEGAS

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

OR&A

Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-32-401-001

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

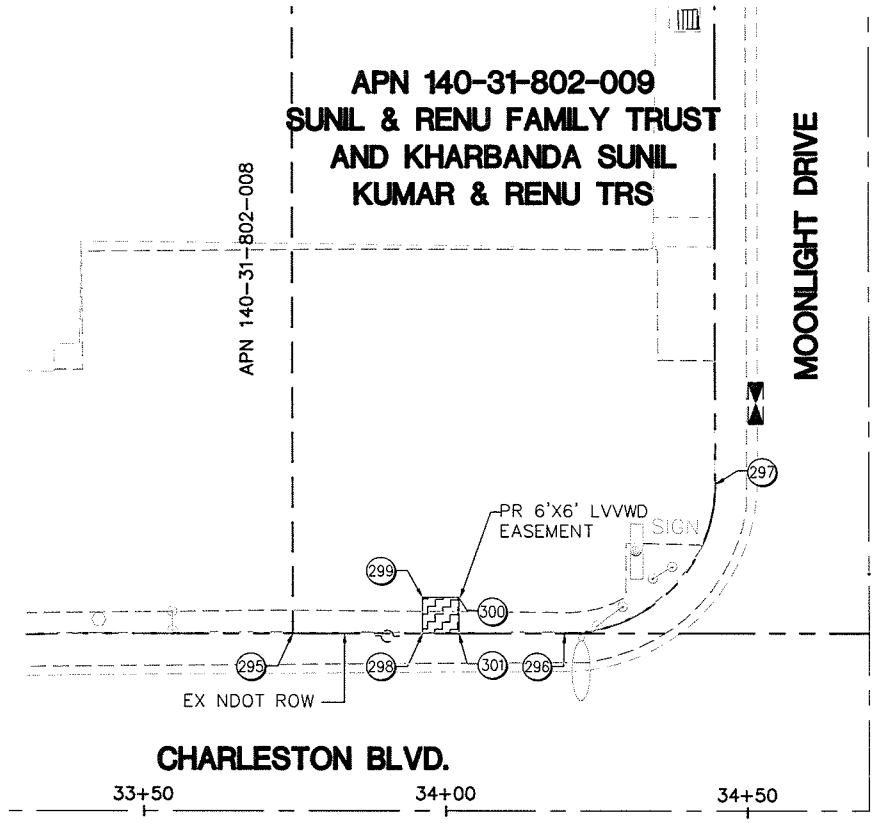
DRAWING NUMBER

EX-19

AREAS

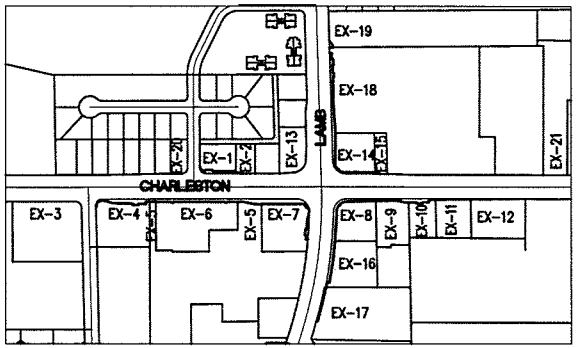
LVVWD AREA = 36 SQ FT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT



KEY MAP

NOT TO SCALE



PROPOSED LVVWD

POINT	REF	STATION	OFFSET
298	CH	33+96.12	55.00' LT
299	CH	33+96.10	61.00' LT
300	CH	34+02.10	61.00' LT
301	CH	34+02.12	55.00' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
295	CH	33+74.62	55.00' LT
296	CH	34+19.62	55.00' LT
297	CH	34+44.62	80.00' LT

0 10 20 40 80

SCALE: 1:20 (IN FEET)

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CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

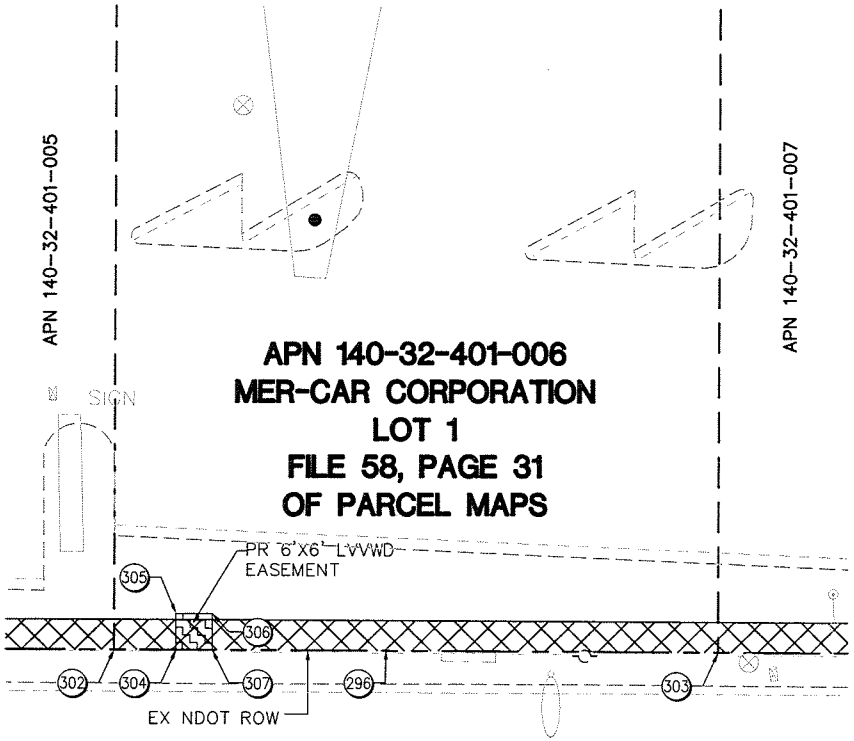
PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-31-802-009

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

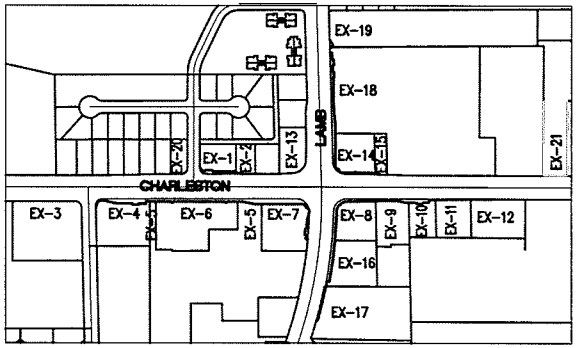
EX-20

SHEET 20 OF 21



KEY MAP

NOT TO SCALE



PROPOSED LVVWD

POINT	REF	STATION	OFFSET
304	CH	49+32	50.00' LT
305	CH	49+32	56.00' LT
306	CH	49+38	56.00' LT
307	CH	49+38	50.00' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
302	CH	49+21.76	50.00' LT
303	CH	50+21.76	55.00' LT

EXISTING NVE EASEMENT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

AREAS

LVVWD AREA = 36 SQ FT

0 10 20 40 80

SCALE: 1:20 (IN FEET)

Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-32-401-006

DESIGNED BY: JS
DRAWN BY: JS
CHECKED BY: RM
DATE: 2013-02-28

DRAWING NUMBER

EX-21

SHEET 21 OF 21

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to authorize staff to negotiate and purchase an easement interest for a temporary asphalt walk path located on the east side of Rancho Drive between Holly Avenue and Coran Lane, APN 139-19-705-001 ($10,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $10,000
Funding Source: Traffic Improvements CPF
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:

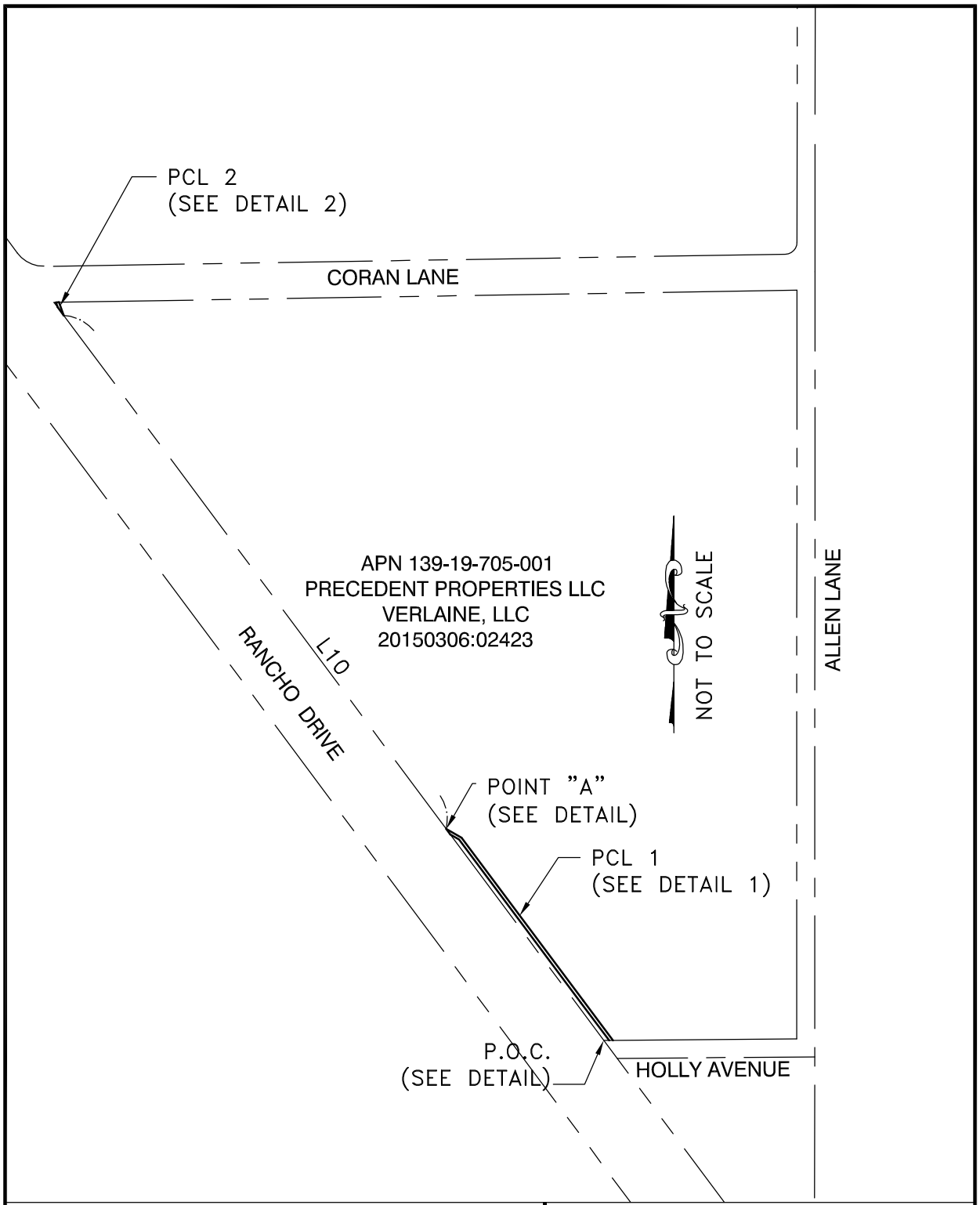
The City of Las Vegas plans on installing a temporary asphalt path to provide pedestrian access on the east side of Rancho Drive between Holly Avenue and Coran Lane. This easement is needed for the temporary path.

RECOMMENDATION:

Approval. If approved, the Operations and Maintenance Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of the real property.

BACKUP DOCUMENTATION:

Exhibit Maps

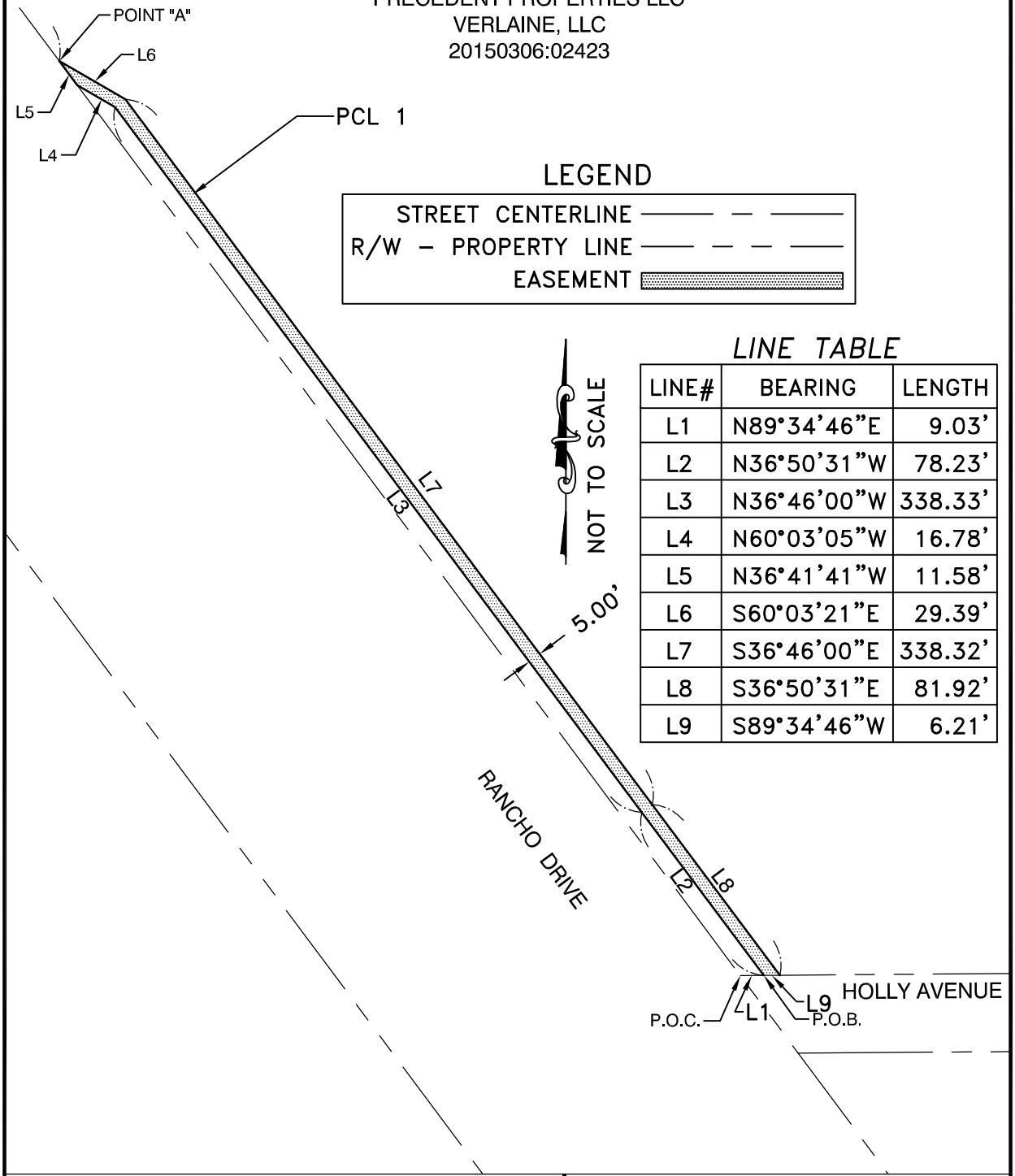


MAP EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SHEET 1 OF 3
APN 139-19-705-001
NE 1/4 SE 1/4 SEC 19 T20S, R61E, MDM
ex160202.doc
DATE: 03-10-2016 DRAWN BY: nw

DEPARTMENT OF OPERATIONS
& MAINTENANCE
RIGHT OF WAY SECTION

CITY OF LAS VEGAS NEVADA

APN 139-19-705-001
PRECEDENT PROPERTIES LLC
VERLAINE, LLC
20150306:02423



LEGEND

STREET CENTERLINE	——— – ———
R/W – PROPERTY LINE	——— – – ———
EASEMENT	

NOT TO SCALE

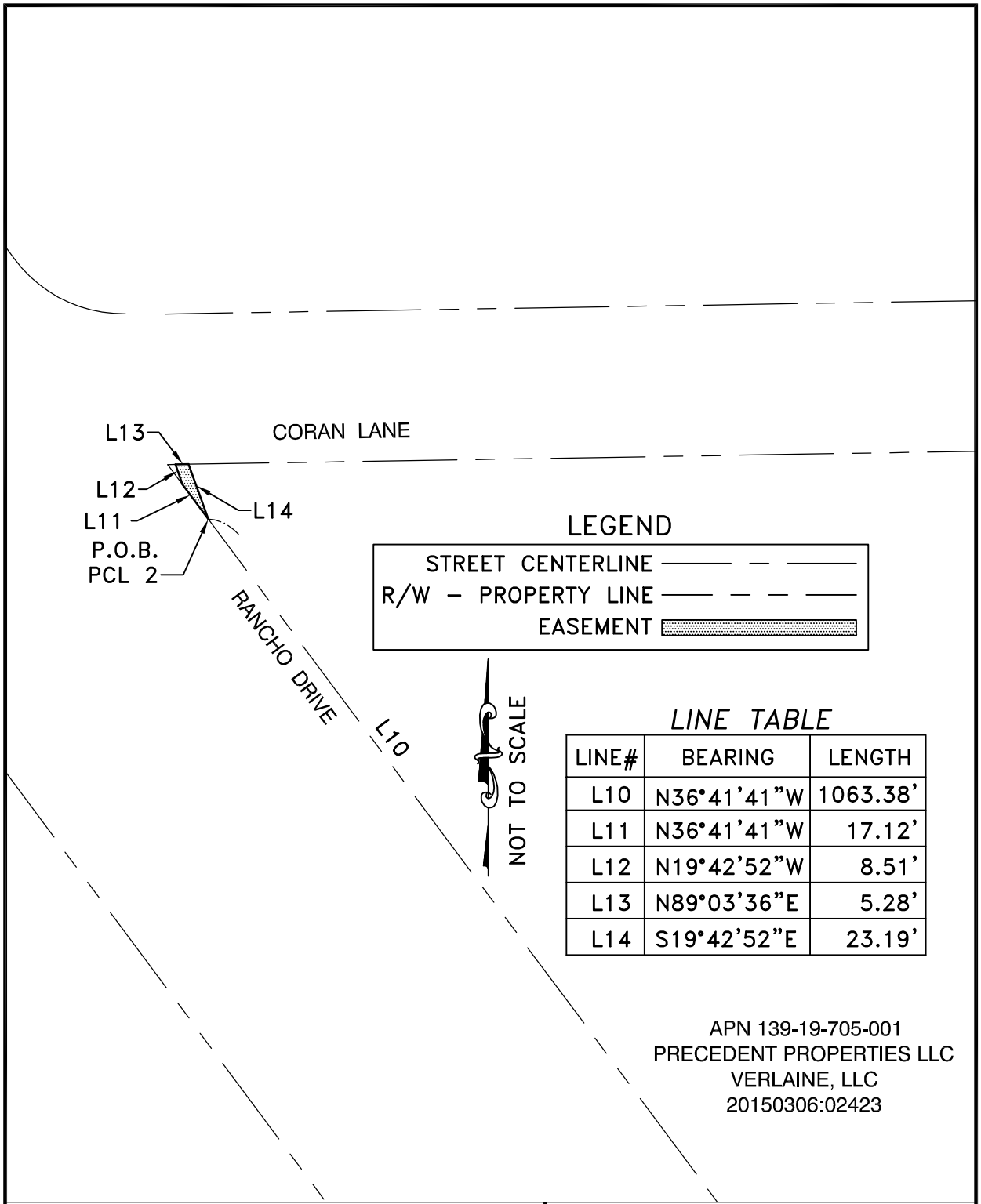
LINE TABLE

LINE#	BEARING	LENGTH
L1	N89°34'46"E	9.03'
L2	N36°50'31"W	78.23'
L3	N36°46'00"W	338.33'
L4	N60°03'05"W	16.78'
L5	N36°41'41"W	11.58'
L6	S60°03'21"E	29.39'
L7	S36°46'00"E	338.32'
L8	S36°50'31"E	81.92'
L9	S89°34'46"W	6.21'

MAP EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SHEET 2 OF 3, DETAIL 1
APN 125-21-202-001
ex160202.doc
DATE: 03-10-2016 DRAWN BY: nw

DEPARTMENT OF OPERATIONS
& MAINTENANCE
RIGHT OF WAY SECTION

CITY OF LAS VEGAS NEVADA



LINE TABLE

LINE#	BEARING	LENGTH
L10	N36°41'41"W	1063.38'
L11	N36°41'41"W	17.12'
L12	N19°42'52"W	8.51'
L13	N89°03'36"E	5.28'
L14	S19°42'52"E	23.19'

APN 139-19-705-001
PRECEDENT PROPERTIES LLC
VERLAINE, LLC
20150306:02423

MAP EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SHEET 3 OF 3, DETAIL 2
APN 125-21-202-001
ex160202.doc
DATE: 03-10-2016 DRAWN BY: nw

DEPARTMENT OF OPERATIONS
& MAINTENANCE
RIGHT OF WAY SECTION

CITY OF LAS VEGAS NEVADA

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to authorize staff to negotiate and purchase easement interests for the Special Improvement District (SID) 1521 Project located at Durango Drive and Gowan Road, APN's 138-09-201-020 and 138-09-301-001 ($8,000 - Road and Flood Capital Project Fund [CPF]) - Ward 4 (Anthony)

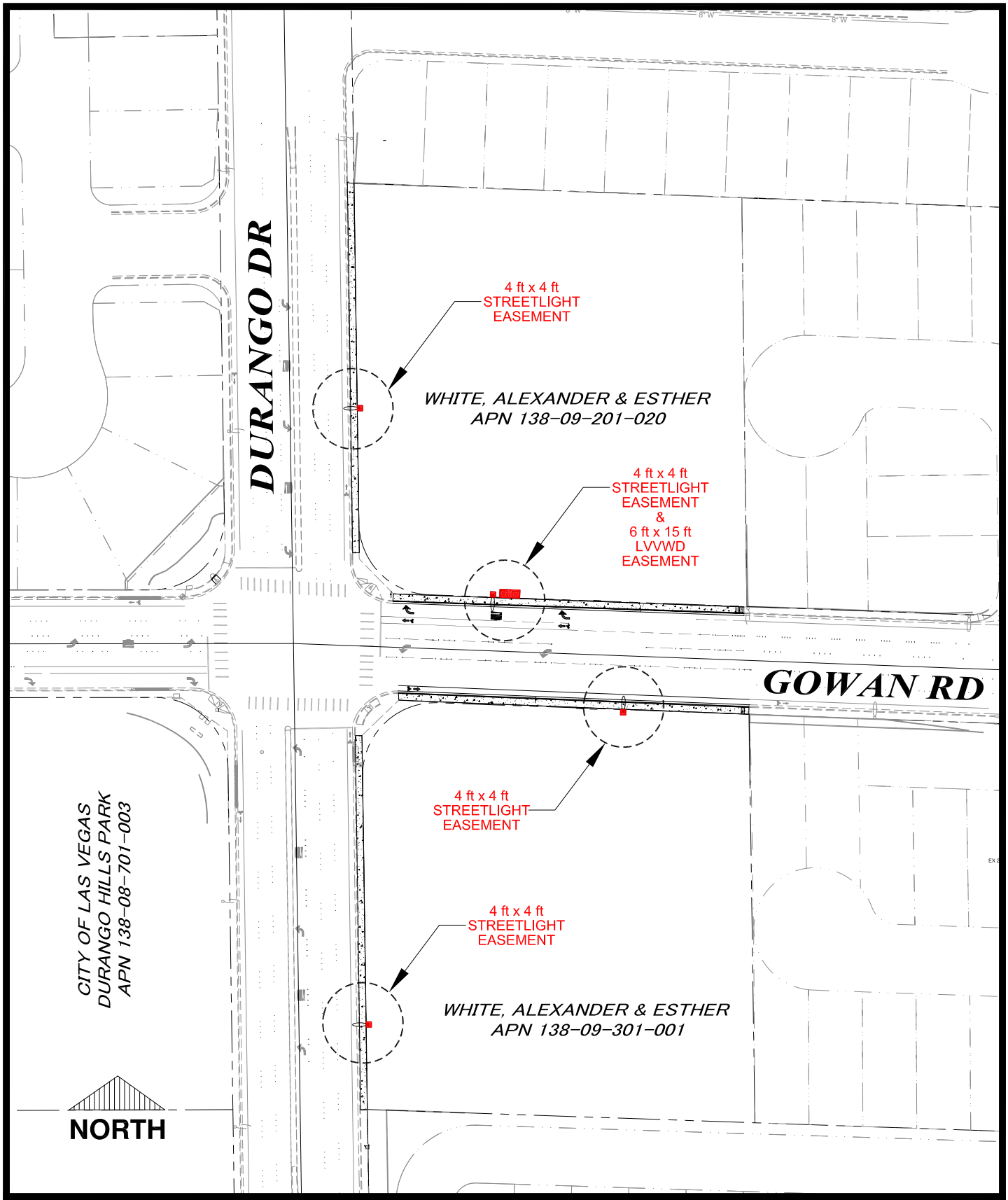
Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $8,000
Funding Source: Road and Flood CPF
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:
As part of the SID 1521 Project, the City of Las Vegas will install four street lights and relocate two Air Vacuum Air Relief Valves (AVAR) at the intersection of Durango Drive and Gowan Road.

RECOMMENDATION:
Approval. If approved, the Operations and Maintenance Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of the real property.

BACKUP DOCUMENTATION:
Exhibit Map



DEPARTMENT OF PUBLIC WORKS

CAPITAL PROJECT MANAGEMENT

DATE: 03/16/2016 DRAWN BY: DD

SHEET: 1 OF 1

SID 1521
GOWAN AND DURANGO

STREETLIGHT AND LVVWD EASEMENT EXHIBIT

3/16/16 F:\PW_ENG_DESIGN\DESIGN\56107_SID1521_GOWANDURANGO\PRODUCTION DRAWINGS\56107_SID1521_EASEMENTEXHIBIT.DWG

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
ABEYANCE ITEM - For possible action to approve a Medical Marijuana Dispensary Establishment License NATUREX II, LLC dba NATUREX at 1860 Western Avenue - Ward 3 (Coffin)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action on a request for a Medical Marijuana Dispensary Establishment License.

RECOMMENDATION:
Recommend approval, subject to the conditions:

BACKUP DOCUMENTATION:
1. Ownership and Conditions
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Dispensary Establishment License NATUREX II, LLC dba NATUREX at 1860 Western Avenue

---

OWNERSHIP:

NATUREX II, LLC
BB Marketing, LLC, Managing Member
Ghost Pepper, LLC, Manager
Michael Frey, Managing Member
Kosh, LLC, Managing Member
Gary Frey, Managing Member
No. 2 With Swiss, LLC, Managing Member
Robert Frey, Managing Member
WAPP, LLC, Managing Member
Michael Frey, Managing Member
Catherine Bloom, Member
Brian Kessler, Member
Kyle Wyloge, Member

CONDITIONS:

1. All operational plans must remain in compliance with Title 6.95 as approved by the Director on October 21, 2015. Any amendments must be approved by the City prior to implementation.
2. Advertising and product list are limited to plans approved by the Director dated October 21, 2015.
3. First time inventory of useable medical marijuana product must be reported to the Department 24 hours prior to receipt.
4. Testing laboratory results must be submitted and reviewed by the Department prior to the sale of first time product.
5. All cultivation or production facilities used to obtain medical marijuana must be properly licensed with the City of Las Vegas.
6. Signage approved by the Director must be posted to identify that it is illegal to consume marijuana in any public location or commercial area.
7. Must operate in compliance with Title 6.95, all policies and regulations of the state regulating authority and of the Planning Department.
8. Must maintain conformance with all conditions of approval of the Special Use Permit (SUP-55182) and any amendments thereto.
9. Must maintain conformance with all conditions of approval of the Downtown Design Review Committee for Special Use Permit (SUP-55182) and any amendments thereto.

Naturex
1860 Western Avenue
Ward 3

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Monday, September 21, 2015

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
ABEYANCE ITEM - For possible action to approve a Medical Marijuana Dispensary Establishment License COMMERCE PARK MEDICAL, LLC dba COMMERCE PARK MEDICAL at 1112 South Commerce Street - Ward 3 (Coffin)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action on a request for a Medical Marijuana Dispensary Establishment License.

RECOMMENDATION:
Recommend approval, subject to conditions:

BACKUP DOCUMENTATION:
1. Ownership and Conditions
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Dispensary Establishment License COMMERCE PARK MEDICAL, LLC dba COMMERCE PARK MEDICAL at 1112 South Commerce Street

---

OWNERSHIP:

COMMERCE PARK MEDICAL, LLC
Nevada Medical Investment PCP, LLC, Member
Peckman Nevada Trust II, Managing Member
Phillip Peckman, Trustee
Edward Findlay, Member
Julie Murray, Member
Phillip Peckman, Manager

CONDITIONS:

1. All operational plans must remain in compliance with Title 6.95 as approved by the Director on October 21, 2015. Any amendments must be approved by the City prior to implementation.
2. Advertising and product list are limited to plans approved by the Director dated October 21, 2015.
3. First time inventory of useable medical marijuana product must be reported to the Department 24 hours prior to receipt.
4. Testing laboratory results must be submitted and reviewed by the Department prior to the sale of first time product.
5. All cultivation or production facilities used to obtain medical marijuana must be properly licensed with the City of Las Vegas.
6. Signage approved by the Director must be posted to identify that it is illegal to consume marijuana in any public location or commercial area.
7. Must operate in compliance with Title 6.95, all policies and regulations of the state regulating authority and of the Planning Department.
8. Must maintain conformance with all conditions of approval of the Special Use Permit (SUP-55272) and any amendments thereto.
9. Must maintain conformance with all conditions of approval of the Downtown Design Review Committee for (SUP-55272) and any amendments thereto.

Commerce Park Medical
1112 South Commerce Street
Ward 3

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, September 29, 2015

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
ABEYANCE ITEM - For possible action to approve a Medical Marijuana Dispensary Establishment License MEDIFARM, LLC dba BLUM LV at 1921 Western Avenue - Ward 3 (Coffin) [NOTE: This item was previously listed under the Planning-Business Licensing Discussion section of the agenda]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion for possible action regarding the approval of a Medical Marijuana Dispensary Establishment License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting. If approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Ownership and Conditions
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: regarding the approval of a Medical Marijuana Dispensary Establishment License MEDIFARM, LLC dba BLUM LV at 1921 Western Avenue

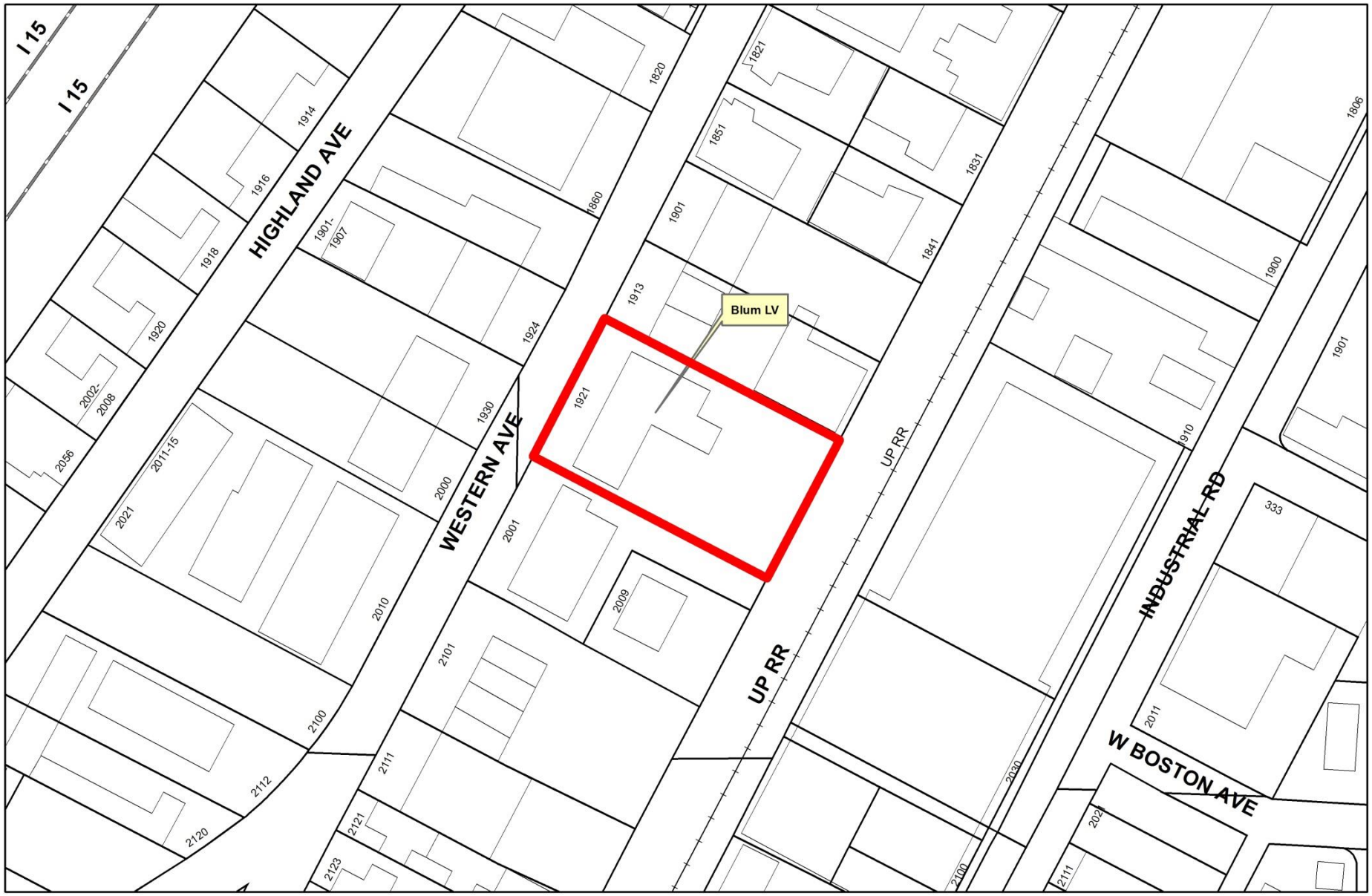
OWNERSHIP:

MEDIFARM, LLC
Terra Tech Corporation, Member
Derek Peterson, Member
Camden Goorjian, Member
Rick Vonfeldt, Member
Ken Vandevrede, COO
Michael James, CFO
Mike Nahass, Director
Steven Ross, Director
Amy Oppedisano, Treasurer, Director
Mike Vandevrede, Director
Steve Vandevrede, Director
Camden Goorjian, Member
Rick Vonfeldt, Member
Derek Peterson, Manager
Martin Kaufman, Director
Michael Betts, Director
Salwa Ibrahim, President, CED

CONDITIONS:

1. All operational plans must remain in compliance with Title 6.95 as approved by the Director on October 21, 2015. Any amendments must be approved by the City prior to implementation.
2. Advertising and product list are limited to plans approved by the Director dated October 21, 2015.
3. First time inventory of useable medical marijuana product must be reported to the Department 24 hours prior to receipt.
4. Testing laboratory results must be submitted and reviewed by the Department prior to the sale of first time product.
5. All cultivation or production facilities used to obtain medical marijuana must be properly licensed with the City of Las Vegas.
6. Signage approved by the Director must be posted to identify that it is illegal to consume marijuana in any public location or commercial area.

7. Must operate in compliance with Title 6.95, all policies and regulations of the state regulating authority and of the Planning Department.
8. Must maintain conformance with all conditions of approval of the Special Use Permit (SUP-55103) and any amendments thereto.
9. Must maintain conformance with all conditions of approval of the Downtown Design Review Committee for Special Use Permit (SUP-55103) and any amendments thereto.



Blum LV
1921 Western Avenue
Ward 3

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Tuesday, September 29, 2015

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Medical Marijuana Independent Laboratory Establishment License NEW HEIGHTS ENTERPRISE, LLC dba NEW HEIGHTS ENTERPRISE, LLC at 3310 Sirius Avenue [Nae Wen Kuo, Member] - Ward 1 (Tarkanian)

Fiscal Impact

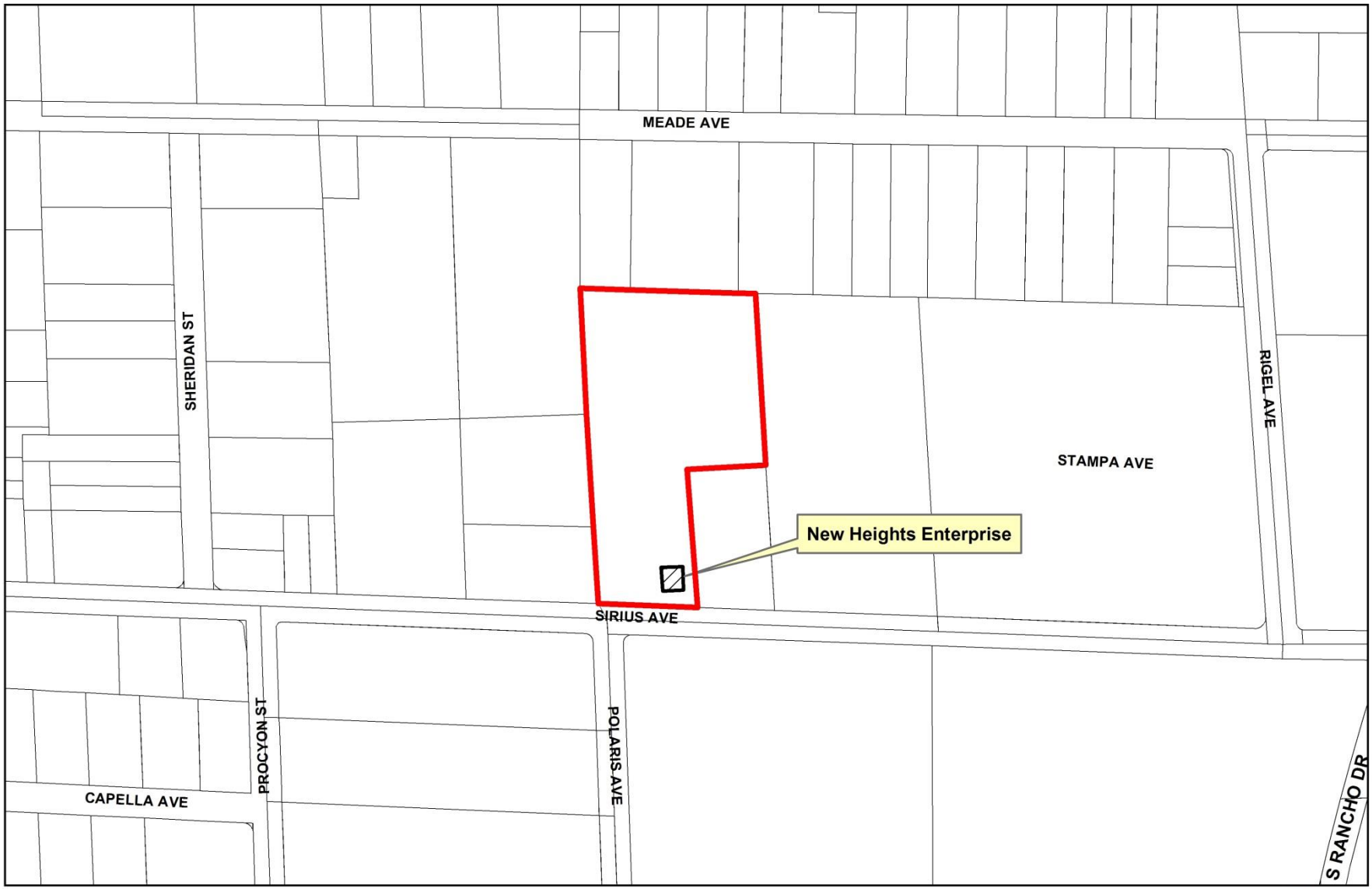
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action on a request for a Medical Marijuana Independent Laboratory Establishment License.

RECOMMENDATION:
Recommend approval, subject to the following conditions:

1. Must pull and transport all samples to ensure proper chain of custody for testing.
2. Must maintain chain of custody of all products for testing purposes.
3. Must notify Department when ready to begin collecting samples from any City licensed medical marijuana establishments prior to initial testing.
4. Must make results of all tests available to the Department upon request.

BACKUP DOCUMENTATION:
Location Map



New Heights Enterprise
3310 Sirius Avenue
Ward 1

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, March 14, 2016

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Medical Marijuana Production Establishment License SILVER SAGE WELLNESS, LLC dba SILVER SAGE WELLNESS, LLC at 4071 Ponderosa Way - Clark County, Nevada

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action on a request for a Medical Marijuana Production Establishment License.

RECOMMENDATION:
Recommend approval, subject to conditions:

1. Must operate in compliance with Title 6.95.150 and 6.95.120(G) all policies and regulations of the state regulating authority and of the Planning Department.
2. This license is only valid with an active license for the same activity, ownership, and location from the primary local licensing jurisdiction.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Production Establishment License SILVER SAGE WELLNESS, LLC dba SILVER SAGE WELLNESS, LLC at 4071 Ponderosa Way

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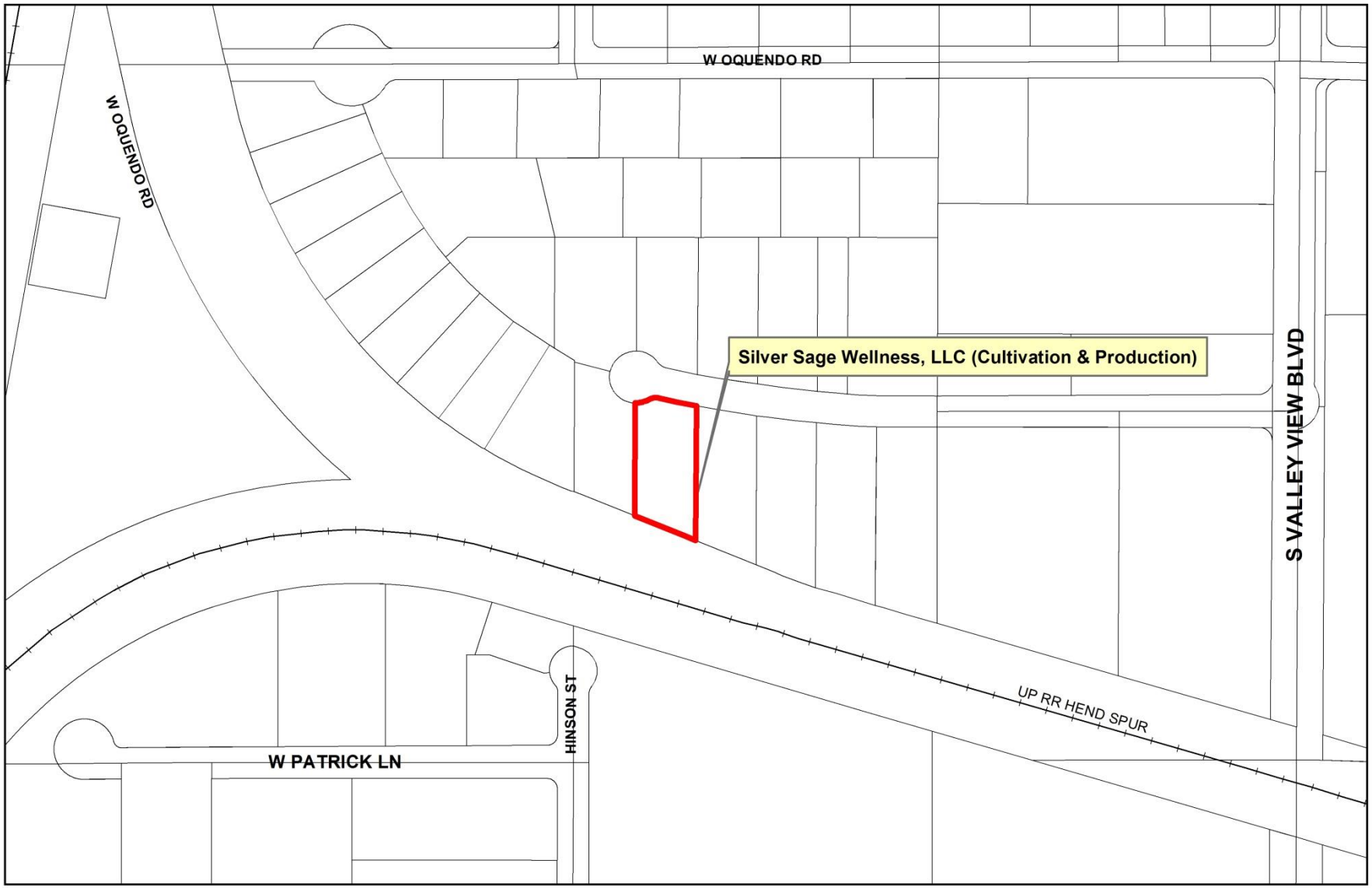
OWNERSHIP:

SILVER SAGE WELLNESS, LLC

James Blasco, Managing Member
Pamela Blasco, Managing Member
Christopher Sarret, Managing Member
KTSKL, LLC, Member
Kayvan Khalatbari, Managing Member
Hice LLC, Member
Nicholas Hice, Managing Member



Silver Sage Wellness, LLC (Cultivation & Production)
4071 Ponderosa Way
Clark County

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, March 08, 2016

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Medical Marijuana Cultivation Establishment License SILVER SAGE WELLNESS, LLC dba SILVER SAGE WELLNESS, LLC at 4071 Ponderosa Way - Clark County, Nevada

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action on a request for a Medical Marijuana Cultivation Establishment License.

RECOMMENDATION:
Recommend approval, subject to conditions:

1. Independent laboratory must make the selections of all random samples, provide transportation, and maintain chain of custody of all samples.
2. Must operate in compliance with Title 6.95.130 (B-F).
3. This license is approved for up to 5,000 square feet of cultivation area.
4. This license is only valid with an active license for the same activity, ownership, and location from the primary local licensing jurisdiction.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Cultivation Establishment License SILVER SAGE WELLNESS, LLC dba SILVER SAGE WELLNESS, LLC at 4071 Ponderosa Way

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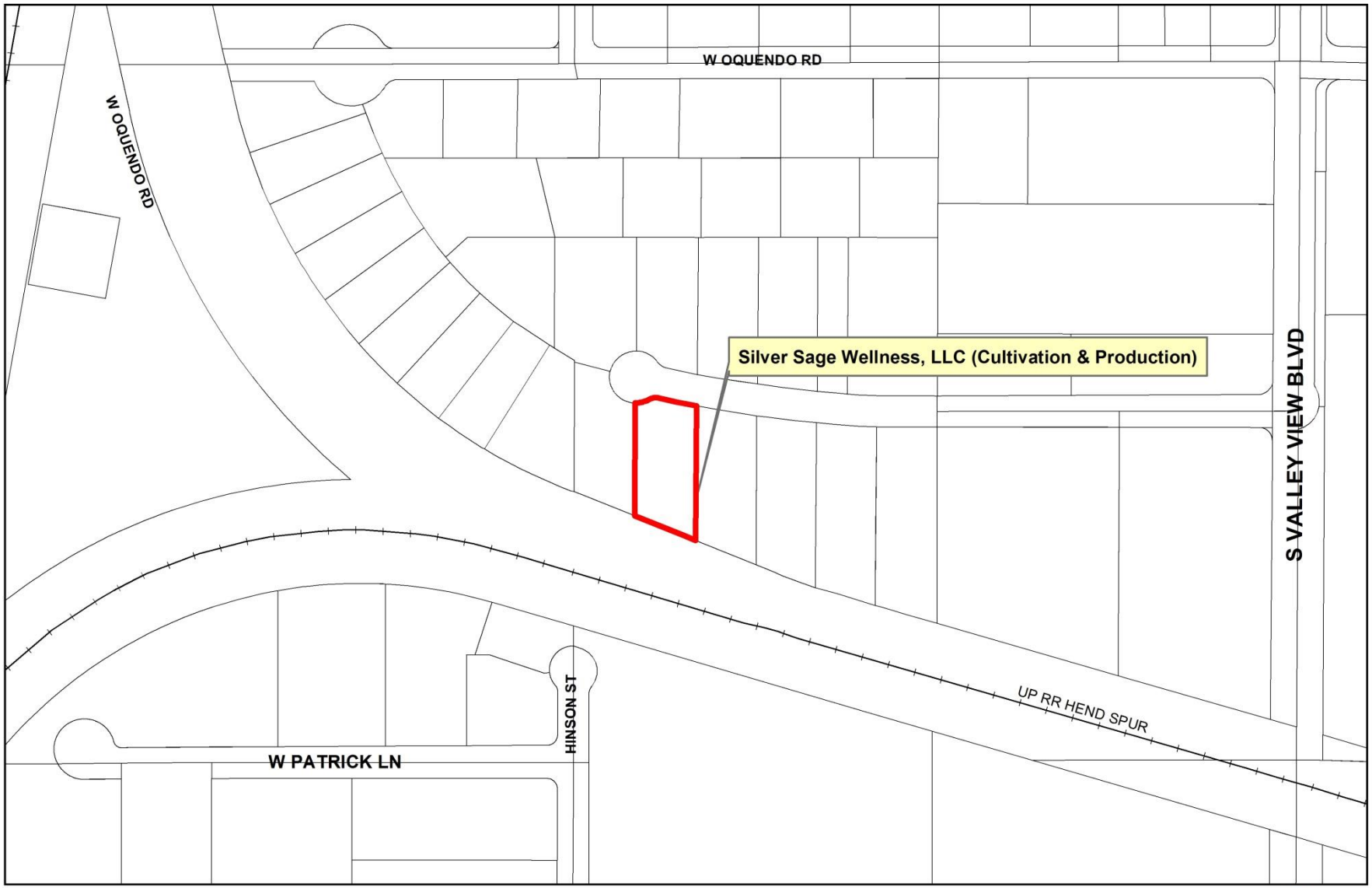
OWNERSHIP:

SILVER SAGE WELLNESS, LLC

James Blasco, Managing Member
Pamela Blasco, Managing Member
Christopher Sarret, Managing Member
KTSKL, LLC, Member
Kayvan Khalatbari, Managing Member
Hice LLC, Member
Nicholas Hice, Managing Member



Silver Sage Wellness, LLC (Cultivation & Production)
4071 Ponderosa Way
Clark County

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, March 08, 2016

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Medical Marijuana Cultivation Establishment License NEVADA MEDICAL GROUP, LLC dba NEVADA MEDICAL GROUP, LLC at 3375 Pepper Lane - Clark County, Nevada

Fiscal Impact
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action on a request for a Medical Marijuana Cultivation Establishment License.

RECOMMENDATION:
Recommend approval, subject to conditions:
1. Independent laboratory must make the selections of all random samples, provide transportation, and maintain chain of custody of all samples.
2. Must operate in compliance with Title 6.95.130 (B-F).
3. This license is approved for up to 5,000 square feet of cultivation area.
4. This license is only valid with an active license for the same activity, ownership, and location from the primary local licensing jurisdiction.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: a Medical Marijuana Cultivation Establishment License NEVADA MEDICAL GROUP, LLC dba NEVADA MEDICAL GROUP, LLC at 3375 Pepper Lane

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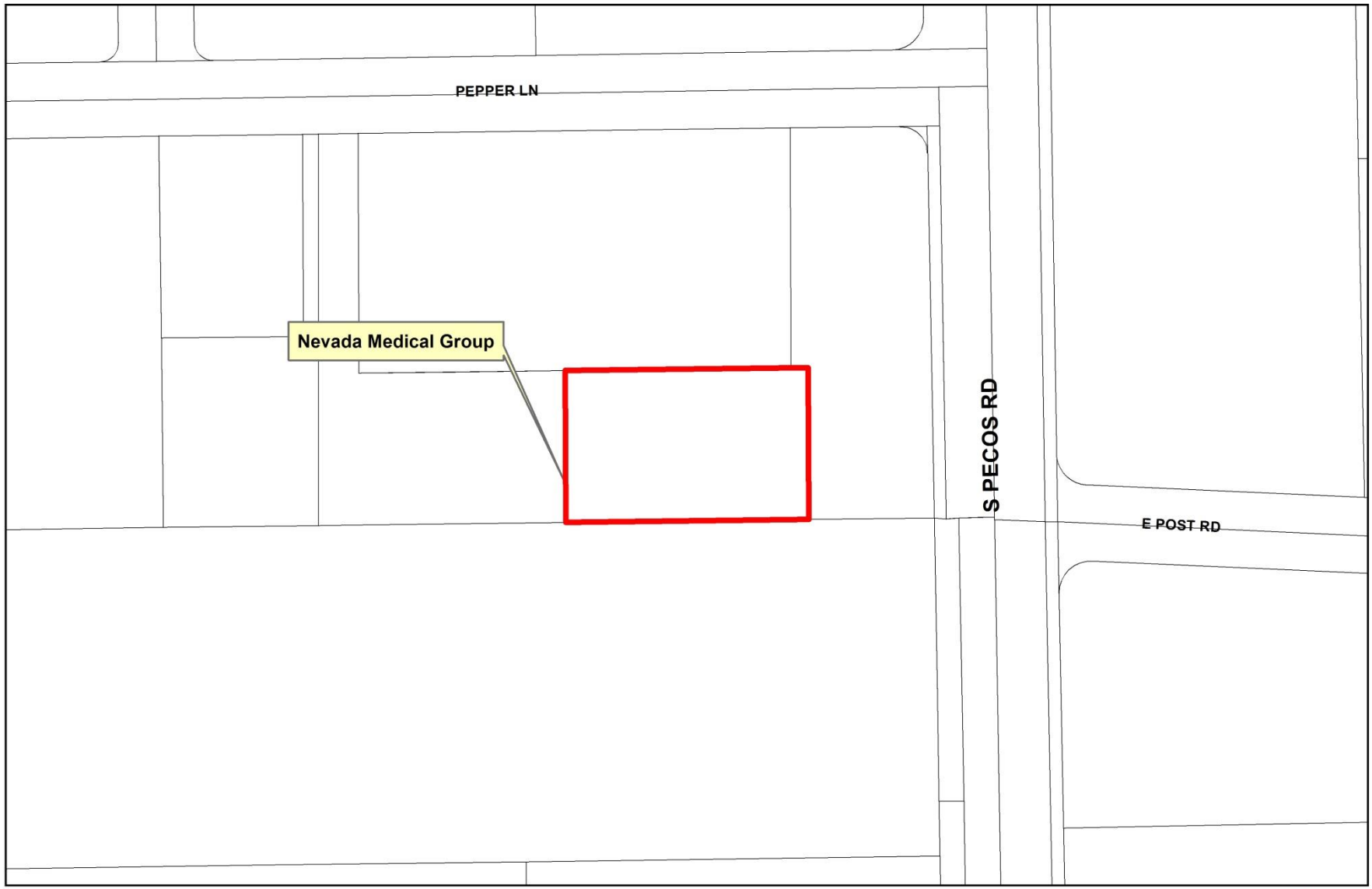
OWNERSHIP:

NEVADA MEDICAL GROUP, LLC
SW FORT APACHE, LLC, Managing Member
Robert C. Hasman, Manager
Resort Holdings Company, LLC, Managing Member
Robert C. Hasman, Manager
The Robert C. Hasman Irrevocable Trust Dated 01/14/2009, Member
Robert C. Hasman, Trustee
KAJ Universal Real Estate Investment, LLC, Managing Member
Kevin Hooks, Managing Member
Peter Rozok and Susan Jo Rozok Family Trust, Member
Peter Rozok, Trustee
Susan Rozok, Trustee
MBK Investments, LLC, Member
Mark Kanter, Managing Member
Kevin Hooks, Manager
Robert Hasman, Manager



Nevada Medical Group
3375 Pepper Lane
Clark County

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, March 08, 2016

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Medical Marijuana Cultivation Establishment License THC NEVADA, LLC dba WELLEAF at 3840 West Craig Road - North Las Vegas, Nevada

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:

For possible action on a request for a Medical Marijuana Cultivation Establishment License.

RECOMMENDATION:

Recommend approval, subject to conditions:

1. Independent laboratory must make the selections of all random samples, provide transportation, and maintain chain of custody of all samples.
2. Must operate in compliance with Title 6.95.130 (B-F).
3. This license is approved for up to 5,000 square feet of cultivation area.
4. This license is only valid with an active license for the same activity, ownership, and location from the primary local licensing jurisdiction.

BACKUP DOCUMENTATION:

1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Cultivation Establishment License THC NEVADA, LLC dba WELLEAF at 3840 East Craig Road

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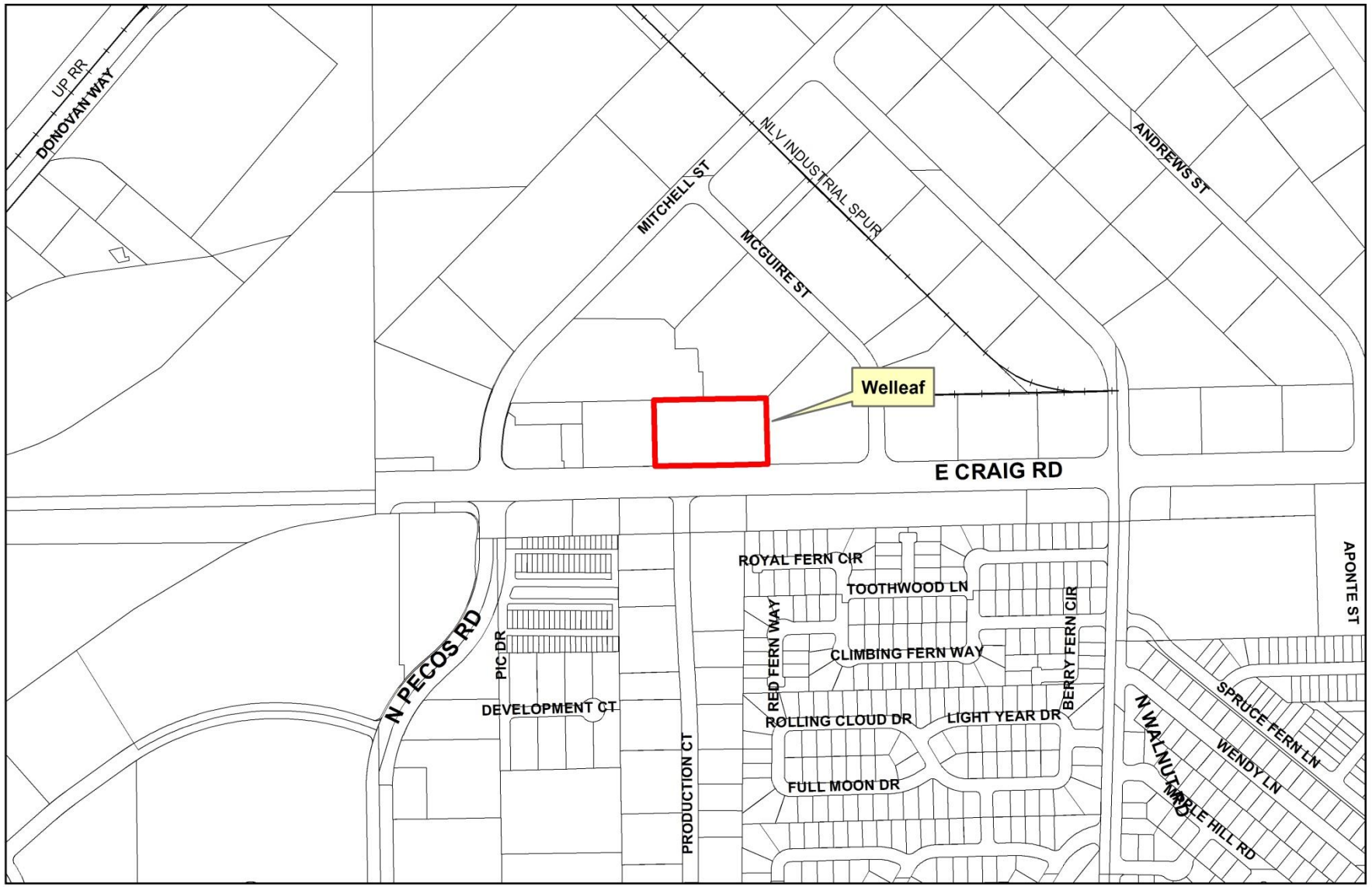
OWNERSHIP:

THC NEVADA, LLC
Allen Puliz, Managing Member
Danny Thomas, Member
David Thomas, Member
Steven Rosen, Member
Amy Sugden, Member



Welleaf
3840 East Craig Road
North Las Vegas

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, March 08, 2016

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Restricted Gaming License THUNDERBIRD LOUNGE, INC. dba THUNDERBIRD LOUNGE at 1215 South Las Vegas Boulevard, [Ilan Gorodezki, President/Secretary/Treasurer/Director] - Ward 3 (Coffin)

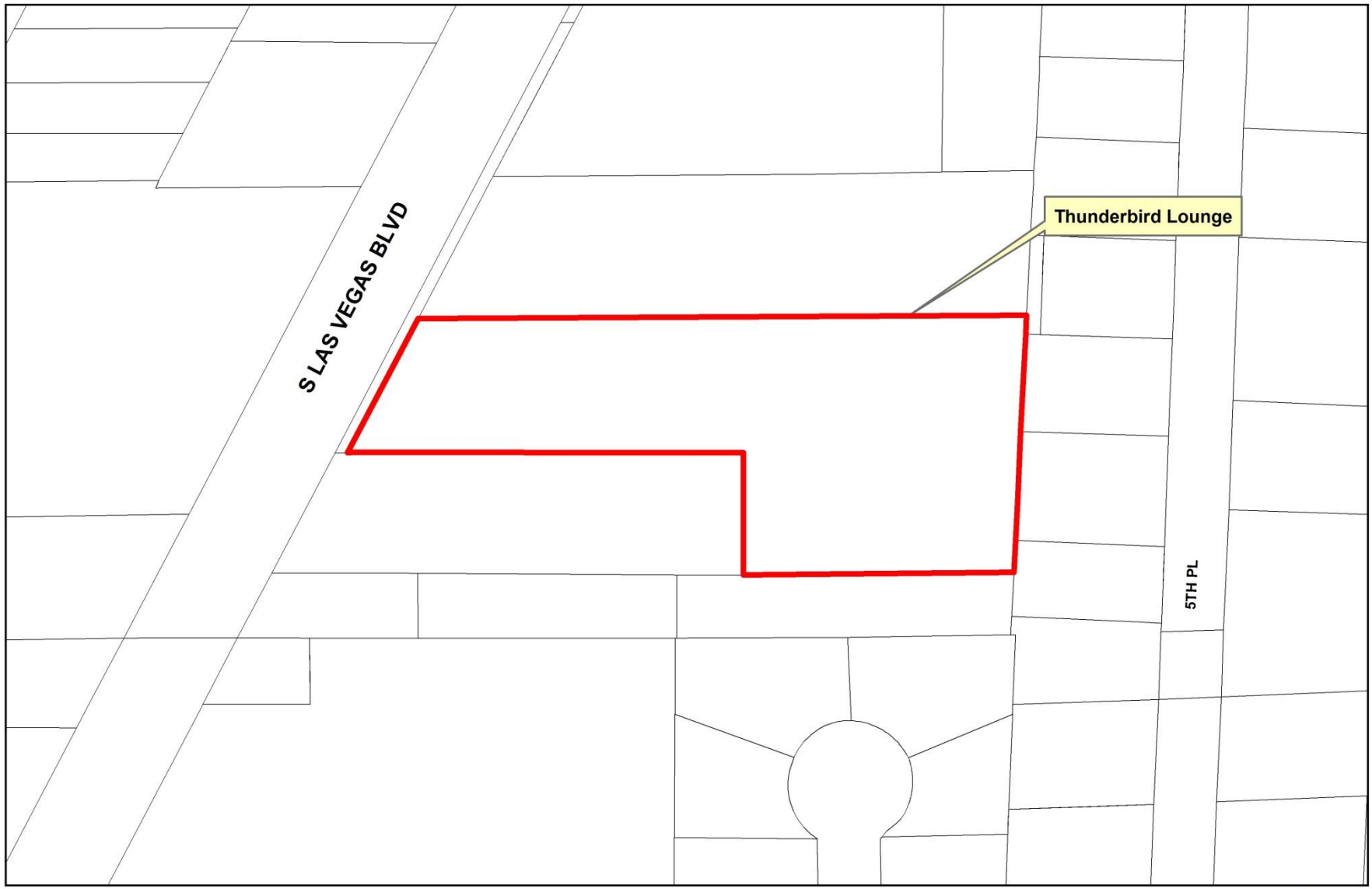
Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action on a request for a Restricted Gaming License for 15 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



Thunderbird Lounge
1215 South Las Vegas Boulevard
Ward 3

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, March 14, 2016

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Second Supplemental Interlocal Contract LAS24H13 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase project funding for engineering design for the Gowan North - Buffalo Branch, Lone Mountain Road to Washburn Road ($100,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $100,000
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
On July 11, 2013, the District approved an Interlocal Contract for design engineering, right-of-way and environmental mitigation associated with the Gowan North - Buffalo Branch, Lone Mountain Road to Washburn Road. A First Supplemental Interlocal Contract dated March 13, 2014 increased project funding. This Second Supplemental Interlocal Contract will increase engineering design funding to cover the cost of the design contract associated with additional utility potholing, coordination and internal labor. The total amount of funding for the project shall not exceed $854,000. The CCRFCD approved this contract at their February 11, 2016 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS24H13

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
GOWAN NORTH – BUFFALO BRANCH, LONE MOUNTAIN ROAD TO WASHBURN ROAD

THIS SECOND SUPPLEMENTALINTERLOCAL CONTRACT made and entered into as of the 11th day of February, 2016 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Facility Number GOBU 0112 and GOBU 0136, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated July 11, 2013 and First Supplemental Interlocal Contract dated March 13, 2014 were entered into between the CITY and the DISTRICT; and

WHEREAS, the CITY wishes to increase funding for engineering design

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECTS COSTS shall be revised to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $850,000.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $2,000.

3. Environmental Mitigation in an amount not to exceed $2,000.

4. The total cost of this Contract shall not exceed $854,000 which includes all the items described in the paragraphs above.

5. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

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The remainder of the original Interlocal Contract dated July 11, 2013 and First Supplemental Interlocal Contract dated March 13, 2014 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 2/24/16
Deputy City Attorney Date

Date of District Action

February 11, 2016

Regional Flood Control District

By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: Christopher Figgins Feb 11, 2016
Christopher Figgins Date
Chief Deputy District Attorney

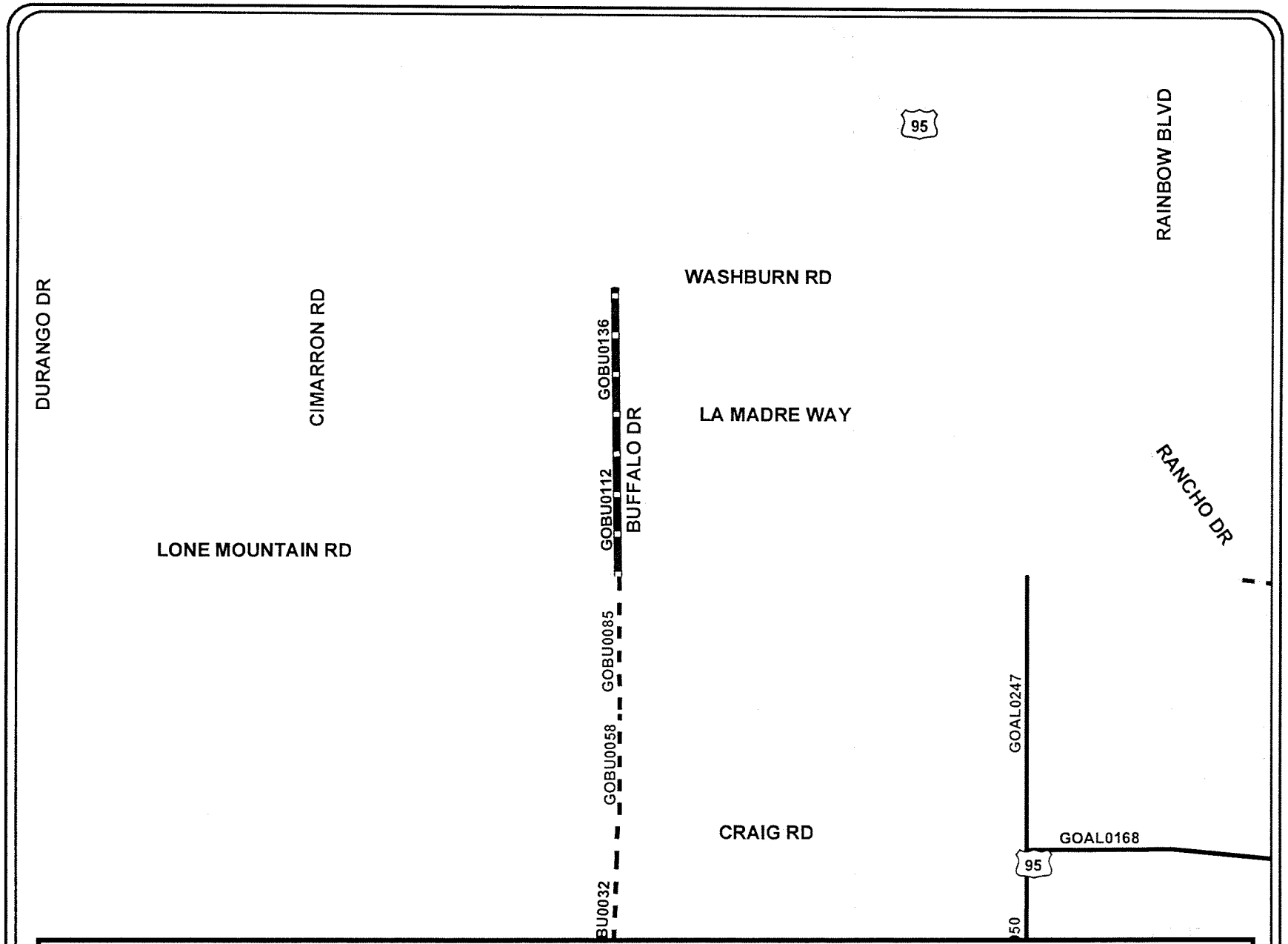


EXHIBIT A
GOWAN NORTH - BUFFALO BRANCH, LONE MOUNTAIN TO WASHBURN ROAD

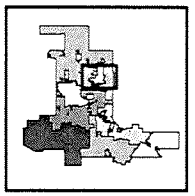
JUNE 13
(LAS24H13)

Flood Control Planning

N

LEGEND

- EXISTING CCRFCD FACILITY
- FUTURE CCRFCD FACILITY
- PROPOSED CCRFCD FACILITY



F:\Depot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\Las Vegas Wash - Rainbow\Exhibit A - Gowan Outfall - Buffalo Branch, Lone Mountain to Wash Sum 060413.mdx

Due to continuous development activity this map is for reference only.

0 820 1,640
Feet

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-15-2016 - For possible action to approve a Resolution disposing of the protests made at the hearing on the Provisional Order for Special Improvement District No. 1521 - Gowan Road and Durango Drive - Ward 4 (Anthony)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The proposed Special Improvement District includes construction and installation of pavement, curb and gutter, sidewalks and streetlights.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-15-2016

RESOLUTION NO. R-15-2016

A RESOLUTION DISPOSING OF THE PROTESTS MADE AT THE HEARING ON THE PROVISIONAL ORDER FOR CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1521 – GOWAN ROAD AND DURANGO DRIVE

Summary: Protest Disposal Resolution

WHEREAS, the Las Vegas City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively), in the County of Clark, State of Nevada, pursuant to a resolution heretofore adopted, provisionally ordered the acquisition of a Street Project as defined in Chapter 271.225, Nevada Revised Statutes (hereinafter the "Project") within the City of Las Vegas, Nevada, Special Improvement District No. 1521 – Gowan Road and Durango Drive (hereinafter the "District"); and

WHEREAS, pursuant to the resolution, the City Clerk gave notice of the time and place of a hearing thereon, in the manner specified by law; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might directly and adversely affect their legally protected interests; and

WHEREAS, all owners of property to be assessed and interested persons so desiring were permitted to file a written complaint, protest or objection on or before Thursday, March 10, 2016, or to appear before the City Council on Wednesday, March 16, 2016, and be heard as to the propriety and advisability of acquiring the Project provisionally ordered, as to the cost thereof and manner of payment therefor, and as to the amount thereof to be assessed against the property for the Project; and

WHEREAS, the City Council has now considered each and every written protest and objection and all oral protests and objections made at the hearing, and the City Council finds that each and every oral protest or objection is without sufficient merit and is overruled and denied.

NOW, THEREFORE, BE IT RESOLVED BY THE LAS VEGAS CITY COUNCIL, IN THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as, and may be cited by, the short title "Special Improvement District No. 1521 Protest Disposal Resolution" (hereinafter the "Resolution").

Section 2. The City Council has determined and does hereby determine, that not more than 2,640 feet remain unimproved in any street between improvements already made to the same street or between intersecting streets, and accordingly may take advantage of the exception stated in paragraph (b)

of subsection (2) of NRS 271.306 (stating that the City, at its option, may proceed with the improvements in the District regardless of the percentage of protests).

Section 3. The City Council determines that each and every protest and objection filed or otherwise made is without sufficient merit and that the same is overruled and finally passed on by the City Council.

Section 4. The City Council has determined, and does hereby determine, that it is advisable to acquire the Project, as provided by the Special Improvement District No. 1521 Provisional Order Resolution and to proceed with the District.

Section 5. Within 30 days after the City Council passes on the complaint, protest or objection, by adoption of this Resolution, any person who filed and did not withdraw a written complaint, protest or objection shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside the determination, but thereafter, all actions or suits attacking the validity of the proceedings and the amount of benefits are perpetually barred.

Section 6. The City Engineer together with the City Engineer Division are requested and directed to prepare, in the manner required by law, and to present the following to the City Council:

(a) A revised and detailed estimate of the total cost of the Project, including each of the incidental costs, if necessary;

(b) Full and detailed final plans and specifications for the Project, if necessary;

(c) A revised map and a revised assessment plat, if necessary; and

(d) A revised and supplemental Report to the City Council on Benefits, if necessary.

Section 7. That the City Council has also determined and does hereby declare as follows:

(a) The public convenience and necessity require the creation of District No. 1521 – Gowan Road and Durango Drive and the construction of the Project.

(b) The creation of the District is economically sound and feasible.

(c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is to be made.

Section 8. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning the City

of Las Vegas, Nevada, Special Improvement District No. 1521 – Gowan Road and Durango Drive including, but not limited to, the notice of the hearing provided which was mailed, posted, and published, and the same hereby are, ratified, approved and confirmed.

Section 9. The officers of the City are directed to effectuate the provisions of this Resolution.

Section 10. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

Section 11. The invalidity of any provision of this Resolution shall not affect any remaining provisions hereof.

Section 12. The City Council has determined, and does hereby declare, that this Resolution shall be in effect after its passage in accordance with the law.

PASSED AND APPROVED this 6th day of April, 2016.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

3/21/16
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City Clerk" and "City", respectively), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on April 6, 2016.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Carolyn G. Goodman Steven D. Ross Lois Tarkanian Ricki Y. Barlow Stavros S. Anthony Bob Coffin Bob Beers
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 North Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on April 6, 2016, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this ____ day of _____, 2016.

(SEAL)

_____
LUANN D. HOLMES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-16-2016 - For possible action to approve a Resolution authorizing the City of Las Vegas to sell Parcel A2 within Symphony Park (APN 139-33-610-027) at the southeast corner of West Clark Avenue and South Grand Central Parkway for the purpose of economic development without first offering it to the public and for less than fair market value to Cleveland Clinic Foundation for preservation and expansion of the health care services provided by the adjacent Cleveland Clinic Lou Ruvo Center for Brain Health - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
On February 2, 2016 City Parkway V, Inc., and Cleveland Clinic Foundation (CCF) entered into a Restated and Amended Disposition and Development Agreement (DDA) for the sale of Parcel A2 (APN 139-33-610-027) for less than fair market value and for the future development and expansion of the Cleveland Clinic Lou Ruvo Center for Brain Health. The DDA also permitted CCF to enter into a purchase option for Parcels J & K upon close of escrow for Parcel A2.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-16-2016
2. Public Purpose Statement
3. Restated and Amended Disposition and Development Agreement

RESOLUTION NO. R-16-2016

RESOLUTION FINDING THE RESTATED AND AMENDED DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN CITY PARKWAY V, INC. AND CLEVELAND CLINIC FOUNDATION CONCERNING THE PROPOSED SALE OF PARCEL A2 AT SYMPHONY PARK (APN 139-33-610-027), IS IN THE BEST INTEREST OF THE PUBLIC

WHEREAS, City Parkway V, Inc. owns land at Symphony Park commonly known as Parcel A2 (the "Property") and further described in Exhibits "A" and "B" of the RESTATED AND AMENDED DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN CITY PARKWAY V, INC., AND CLEVELAND CLINIC FOUNDATION (the "Agreement) ; and

WHEREAS, City Parkway V, Inc. desires to sell the Property to Cleveland Clinic Foundation for the purpose of immediately providing patient and employee parking to the existing Cleveland Clinic Lou Ruvo Center for Brain Health (Ruvo Center) and providing opportunities for the expansion of the Ruvo Center and other healthcare related services in the future by Cleveland Clinic Foundation.; and

WHEREAS, two appraisals of the Property have been obtained as required by Nevada Revised Statutes 268.063; and

WHEREAS, the proposed sale is for an amount that is less than the highest appraised value of the Property and therefore is for an amount which is less than fair market value; and

WHEREAS, the Property has not been first offered to the public for sale; and

WHEREAS, Nevada Revised Statutes 268.063 authorizes the City to sell, lease or otherwise dispose of real property for the purpose of economic development without first offering it to the public and for less than fair market value, if the City Council finds, by resolution, that it is in the best interests of the public to do so; and

WHEREAS, the proposed sale of the Property to Cleveland Clinic Foundation is for the purpose of economic development and is in the best interests of the public because it will:

Support the ongoing healthcare services currently being provided by Cleveland Clinic Foundation and provide opportunities for future growth and expansion of their healthcare related services within the City; and

Provide for the support, retention or expansion of existing healthcare related commercial enterprises within the City; and

Create and retain opportunities for employment for residents of the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council that the sale of the Property pursuant to the Agreement without offering it to the general public and for less than fair market value is for the purpose of economic development and is in the best interests of the general public for the above stated reasons and the City Council hereby approves the sale of the Property pursuant to the Agreement.

SIGNATURES ON NEXT PAGE

PASSED, ADOPTED AND APPROVED THIS ____ day of _____, 2016.

CITY OF LAS VEGAS

By: _____

CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

LUANN D. HOLMES, MMC

CITY CLERK

Date of City Council Approval:

_____

Date

APPROVED AS TO FORM:

M. D. Fuchs

Date

3-16-16

Public Purpose/Impact Analysis

Title of Project: Cleveland Clinic

Project Description: Parking Lot Sale

Sponsor/Developer: Cleveland Clinic

Assistance Provided by: City Parkway V, Inc.

Number of Direct Jobs Maintained: 125

Pertinent Statutes Used for Public Purpose:

NRS 268.063 (economic development)

How Does the Project Benefit the Public:

Cleveland Clinic Lou Ruvo Center for Brain Health is a unique and exciting concept in medicine: a medical center dedicated solely to the pursuit of more effective treatments for brain diseases and to the provision of state-of-the-art care for patients affected by these diseases and their families.

Quantitative Economic Benefits:

125 direct jobs maintained with payroll of approximately $7 million will be maintained.

Private Investment:

$70,000,000 in the Ruvo Center, $450,000 in the parking lot

Public Investment:

Valbridge Property Advisors appraised Parcel A2 on February 12, 2016 at $8,820,000.

Southwest Property Consultants appraised Parcel A2 on February 17, 2016 at $7,010,000.

Purchase price was negotiated to assist Cleveland Clinic maintain the current operation and service levels at the Ruvo Center. In addition, consideration was given to the proposed expansion of the Ruvo Center which will include a new events center.

Total direct Economic Impact:

$7 Million in retained wages

Economic Impact Study Performed: Yes☐ No XX

Return on Investment Analysis Performed: Yes☐ No XX

RESTATED AND AMENDED DISPOSITION AND DEVELOPMENT AGREEMENT

THIS RESTATED AND AMENDED DISPOSITION AND DEVELOPMENT AGREEMENT (the "*Agreement*") is entered into as of the 3rd day of February, 2016 by and among CITY PARKWAY V, INC., a Nevada non-profit company ("*CPV*"), and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("*Developer*"). CPV and Developer are individually referred to herein as a "*Party*" and collectively referred to herein as "*Parties*".

WITNESSETH:

WHEREAS:

A. CPV and Developer entered into that certain Disposition and Development Agreement dated June 17, 2011, as amended by that First Amendment to Disposition and Development Agreement dated December 3, 2014 and by that certain Second Amendment to Disposition and Development Agreement dated March 31, 2015 and that certain Third Amendment to Disposition and Development Agreement dated September 29, 2015 and by that certain Fourth Amendment to Disposition and Development Agreement dated December 3, 2015 (collectively, the "*DDA*") in connection with that real estate development owned by CPV and known as "*Symphony Park*".

B. CPV desires to convey to Developer, and Developer desires to accept the conveyance of Parcel A-2 in Symphony Park as depicted in the site plan attached hereto as Exhibit A and legally described on Exhibit B attached hereto (the "*Site*") for the development of a non-profit use by Developer.

C. As part of the conveyance of the Site, CPV has agreed to enter into the Parcel JK Option Agreement (hereinafter defined) whereby CPV grants Developer the option to purchase Parcel JK in Symphony Park on the terms and conditions contained therein.

D. In connection therewith, the Parties mutually desire to amend and fully restate the DDA as set forth in this Agreement for the conveyance and development of the Site and the entering into the Parcel JK Option Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. GENERAL PROVISIONS

1.1 Purpose of Agreement. CPV's purpose in entering into this Agreement is to effectuate job creation and economic development and benefit for the City. The development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City, and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

1.2 Definitions.

"*Affiliate*" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person and shall include, but not be limited to, successors by merger to such Person and

wholly owned subsidiaries of such Person. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of a Controlling Interest.

"*Agency*" means the City of Las Vegas Redevelopment Agency and any permitted assignee of, or successor to, its rights, powers and responsibilities.

"*Agreement*" has the meaning set forth in the preamble to this Agreement.

"*City*" means the City of Las Vegas, Nevada, a political subdivision of the State of Nevada.

"*City Council*" means the city council of the City of Las Vegas.

"*Clinic*" means the Cleveland Clinic Lou Ruvo Center for Brain Health.

"*Close of Escrow*" and/or "*Closing*" means the consummation of the acquisition by Developer of fee title to the Site, which shall be evidenced by the recording of the Deed in the Official Records, Clark County, Nevada and the entering into the Parcel JK Option Agreement.

"*Closing Date*" means April 29, 2016.

"*Controlling Interest*" means the ownership, directly or indirectly, of, or other legal right to direct the voting of, 51% or more of the voting interests in a Person or the governing body of such Person.

"*CPV*" has the meaning set forth in the opening paragraph of this Agreement and includes CPV's successors and assigns as permitted under this Agreement.

"*Deed*" means CPV's Grant, Bargain and Sale deed in the form of Exhibit C attached hereto.

"*Developer*" has the meaning set forth in the opening paragraph of this Agreement and includes Developer's successors and assigns as permitted under this Agreement.

"*Earnest Money Deposit*" has the meaning set forth in Section 4.1(c).

"*Effective Date*" has the meaning set forth in Section 19.

"*Environmental Claim*" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or written notices of noncompliance, liability or violation by any person or entity (including any governmental or regulatory authority) alleging potential liability (including, without limitation, potential responsibility or liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (a) the presence, or release or threatened release into the environment, of any Hazardous Substance; (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; or (c) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or release of any Hazardous Substance.

"*Environmental Covenant*" has the meaning set forth in Section 14.2(c).

"*Environmental Law*" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substance.

"*Escrow*" has the meaning set forth in Section 9.1.

"*Escrow Agent*" has the meaning set forth in Section 9.1.

"*Governmental Authority*" or "*Governmental Authorities*" means (i) the United States of America, the State of Nevada, the City, Clark County Nevada, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over Developer or over, under or above the Site (or any portion thereof) and (ii) any public utility or private entity which will be accepting and/or approving any development on the Site.

"*Hazardous Substance*" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release, threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Government Authority or Environmental Laws; or (c) a basis for liability to any Government Authority or third party under any regulatory, statutory or common law theory.

"*Indemnitor*" has the meaning set forth in Section 8.

"*Liabilities*" means any and all liens, demands, liabilities, actions, causes of action, judgments, costs, claims, damages, suits, losses and expenses, penalties, fines or compensation whatsoever, direct or indirect (including reasonable legal fees, expert witness fees, and court, mediation, arbitration and administrative costs and expenses).

"*NRS*" means Nevada Revised Statutes, as amended from time to time.

"*Option Price*" means the sum of Five Hundred Thousand Dollars ($500,000.00).

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Parcel JK Option Agreement*" means that Parcel JK Option, Disposition and Development Agreement in the form attached hereto as Exhibit E.

"*Party*" has the meaning set forth in the preamble to this Agreement.

"*Parties*" has the meaning set forth in the preamble to this Agreement.

"*Person*" means any individual, corporation, partnership, limited partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government, state, city or any political subdivision thereof.

"*Purchase Price*" the purchase price for the Site shall be One Dollar ($1.00).

"*Recorder's Office*" means the Office of the Recorder of Clark County, Nevada.

"*Releasing Parties*" has the meaning set forth in Section 14.2(a).

"*Site*" has the meaning set forth in Recital B.

"*Site Non-Profit Covenant*" means that covenant and restriction in the form set forth in Exhibit D attached hereto.

"*Soil Management Plan*" means that final soil and groundwater management plan - Union Park 61-acre Site former Union Pacific Railroad Fueling and maintenance yard Las Vegas, Nevada Project No. 80559 March 21, 2007.

"*Surface Parking Agreement*" means collectively (i) that certain Parking License Agreement dated July 7, 2010, (ii) that First Amendment to Parking License Agreement dated June 12, 2014, (iii) and that Second Amendment to Parking License Agreement dated December 3, 2014, (iv) and that Third Amendment to Parking License Agreement dated March 31, 2015 and that Fourth Amendment to Parking License Agreement dated September 29, 2015.

"*Symphony Park*" has the meaning set forth in Recital A.

"*Title Policy*" has the meaning set forth in Section 12.

"*UP*" means the Union Pacific Railroad Company, a Delaware corporation.

"UP Covenant" means that Perpetual Environmental Covenant and Release of Claims between CPV, the City and their Affiliates on one hand and Union Pacific Railroad Company on the other hand attached hereto as Exhibit H which will be recorded against the Site prior to the Close of Escrow.

1.3 Effect. The Parties agree that this Agreement supersedes the DDA in all respects and that the DDA is no longer in force and effect in any way. Developer acknowledges and agrees that Developer has no further interests or right in any form to Parcel B in Symphony Park and Developer hereby releases and quitclaims to CPV any interest or rights that Developer has in Parcel B. Developer further acknowledges and agrees that Developer's only interest in Parcel JK is the Parcel JK Option Agreement when and if entered into by the Parties at the close of Escrow..

2. THE SITE.

The Site is depicted in the site plan attached hereto as Exhibit A and legally described on Exhibit B attached hereto

3. PARTIES TO THE AGREEMENT

3.1 CPV. The office of CPV is located at 495 S. Main St., 6th Floor, Las Vegas, Nevada 89101. CPV shall have the right to assign CPV's interest under this Agreement (i) to the City or an Affiliate thereof and (ii) to a purchaser of all of Symphony Park or a purchaser of a portion of Symphony Park that includes the Site, provided, however, that such assignee agrees in writing to assume all of CPV's obligations under this Agreement. Upon such assignment and assumption, CPV shall have no further obligations or liabilities under this Agreement.

3.2 Developer. Developer is the Cleveland Clinic Foundation, an Ohio non-profit corporation. Developer's principal office is located at 9500 Euclid Avenue, Cleveland, Ohio 44195. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit F, all principals, including partners or members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer or any principal, partner or member of Developer (excluding primary, secondary or high yield financiers). Developer shall provide CPV with written notification of any material change in the above disclosure within thirty (30) days of any such change.

3.3 Assignments and Transfers. The qualifications and identity of Developer are of particular concern to the City and CPV, and it is because of such qualifications and identity that CPV has entered into this Agreement with Developer. Developer and CPV agree that:

(a) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

(b) Developer shall not directly or indirectly transfer or assign all or any part of this Agreement without the prior written approval of CPV, which approval may be withheld at CPV's sole discretion. Developer agrees that a transfer of the equity interests in Developer shall constitute a transfer or assignment of Developer's interest in this Agreement. Notwithstanding the foregoing, Developer may transfer or assign this Agreement without obtaining CPV's prior written approval to a Developer Affiliate so long as such Affiliate is non-profit Person. In the event of a transfer or assignment to a Developer Affiliate, Developer shall provide written notice to CPV along with a disclosure of principals required by Section 3.2 above. This Agreement may be terminated by CPV if there is any change (voluntary or involuntary) in the membership or control of Developer except as expressly provided herein. Upon such termination Developer shall have no further rights under this Agreement.

(c) CPV shall have thirty (30) days after Developer (i) gives written notice to CPV of a proposed assignment or transfer to any Person (who must be a non-profit Person) requiring CPV's approval hereunder; and (ii) provides CPV with such information as reasonably required by CPV to make an informed decision to review and approve such assignment or transfer. Failure of CPV to disapprove any proposed assignment or transfer in writing within such thirty (30) day time period shall constitute approval thereof by CPV unless approval of the City Council is required in which case the time for such approval will be extended to the time reasonably necessary for CPV to comply with the required and customary procedures for obtaining approval of the City Council.

4. ACQUISITION OF THE SITE AND PURCHASE PRICE; PARCEL JK OPTION AGREEMENT.

4.1 Site Acquisition.

(a) CPV agrees to convey to Developer, and Developer agrees to accept the conveyance of, the Site on the terms and conditions provided herein. Subject to Section 10.1 and Section 10.2 below, Developer shall close the acquisition of the Site, enter into the Parcel JK Option Agreement and make the Option Payment to CPV no later than the Closing Date.

(b) Developer agrees that no later than three (3) business days after the Effective Date, Developer shall deposit in Escrow the sum of five hundred thousand ($500,000). Said deposit, together with all earnings thereon, is referred to herein as the "*Earnest Money Deposit*". The Earnest Money Deposit shall be held by the Escrow Agent as security for the performance by Developer of Developer's agreement to close the acquisition of the Site and make the Option Payment. In the event Developer does not close the acquisition of the Site and pay the Option Price by the Closing Date, and this Agreement is terminated pursuant to Section 17.2(a) below, the then entire amount of the Earnest Money Deposit shall be forfeited in full to CPV as set forth in Section 17.2(b) below.

5. PURCHASE PRICE AND PAYMENT OF THE PURCHASE PRICE.

5.1 The Purchase Price and the Option Price shall be paid by Developer to CPV upon the Close of Escrow for the Site.

6. SITE DEVELOPMENT

6.1 Generally. Developer agrees that the Site shall be operated on a non-profit basis and that the Site Non-Profit Covenant shall require that any project to be developed on the Site shall be operated on a non-profit basis.

6.2 Project Planning and Development; Project Parking

(a) The costs for all permits and approvals for the development of the Site shall be borne exclusively by Developer. Developer acknowledges and agrees that CPV does not issue any permits or approvals related to the development and construction on the Site and that all such permits or approvals must be issued by the Governmental Authority having approval authority over the Site. Developer acknowledges that CPV has no authority to issue or expedite any such permits or approvals.

6.3 Developer acknowledges that its use of the Site as a surface parking lot for the Clinic does not meet the Symphony Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 readopted by Ordinance No. 6311 in April 2014. Developer further acknowledges that permanent surface parking lots are expressly prohibited under Section 1.14.10 of the Symphony Park Design Standards and the Site's current use as a temporary surface parking lot has exceeded its entitlement period. Developer acknowledges that it will have to request the Symphony Park Master Association amend the current Design Standards, in addition to, updating the current parking lot to meet the Permanent Parking Facility guidelines as defined by the Parkway District Design Standards prescribed within the Downtown Centennial Plan or request a waiver of the requirements to meet the standards as defined in order to continue to use the Site as a surface

parking lot for the Clinic. Developer agrees that CPV has no obligations as set forth in Section 6.5 to ensure the use of the Site as a surface parking lot.

(c) The Parties agree that at the Closing the Parcel A-2 Surface Parking Agreement shall automatically terminate and be of no further force and effect except for those obligations expressly surviving the expiration or termination of the Parcel A-2 Surface Parking Agreement. Developer agrees that it shall provide on the Site all interim and long term parking for the Clinic and any development on Site.

6.4 Symphony Park Documents. Developer and CPV agree that the Site is part of the Symphony Park Owners Association and in connection therewith the Site shall be subject to the following which have been delivered to Developer: (a) the Amended and Restated Charter for Symphony Park Master Association and any supplements thereto; (b) the Articles of Incorporation of the Symphony Park Master Association, (c) the by-laws of the Symphony Park Master Association, the Design Standards; (e) the rules and regulations of the Symphony Park Master Association adopted from time to time; and (f) DSLURS of Shared Parking Covenants, Conditions and Restrictions for Symphony Park (collectively referred to herein as the "*Symphony Park Documents*"). Developer agrees to accept the Site subject to the Symphony Park Documents as any may be amended, modified or restated from time to time.

6.5 Unrestricted Gaming Restriction. Developer agrees that the Deed will contain a restriction on the Site prohibiting any use of the Site that would require an unrestricted gaming license as defined in NRS 463.0177. Such restriction will run in favor of, and be enforceable by, any owner of any parcel within Symphony Park on which a use requiring an unrestricted gaming license pursuant to the NRS 463.0177 is operated or is intended to be operated. Such restriction will be in effect for a period of sixty (60) years from the date of recordation of the Deed.

6.6 CPV Obligations.

(a) Developer agrees that CPV, the City, the Agency or any Affiliates thereof shall not have any obligation whatsoever to contribute any funds, take any action or construct any on-site improvements in connection with the development of the Site, including, without limitation, the performance of any remediation of any Hazardous Substance or otherwise cause the Site or construction on the Site to comply with any Environmental Law.

(b) Developer agrees that no obligation assumed by or imposed upon CPV by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against CPV shall require the payment of money by CPV, or the performance of any action by CPV, the performance of which requires money from CPV, except to the extent that funds are available for such payment or performance from City appropriations therefor lawfully made by the City. This Agreement shall not be construed as obligating the City Council to make future appropriations for the payment of monies for the performance of any obligations of CPV under this Agreement.

7. GENERAL REPRESENTATIONS AND WARRANTIES

7.1 CPV's Representations. CPV represents and warrants that as of the date hereof and as of the date of the Close of Escrow for the acquisition of each Parcel:

(a) CPV is a non-profit company duly organized and existing under the laws of the State of Nevada and is duly qualified to do business in Nevada.

(b) CPV has all requisite power and authority to enter into and perform its obligations under this Agreement, the Parcel JK Option Agreement and the Site Non-Profit Covenant.

(c) By proper action of CPV, CPV's signatories have been duly authorized to execute and deliver this Agreement, the Parcel JK Option Agreement and the Site Non-Profit Covenant.

(d) The execution of this Agreement, the Parcel JK Option Agreement and the Site Non-Profit Covenant by CPV does not violate any provision of any other agreement to which CPV is a party.

(e) No approvals or consents not heretofore obtained by CPV are necessary in connection with the execution of this Agreement, the Parcel JK Option Agreement and the Site Non-Profit Covenant by CPV or with the performance by CPV of its obligations thereunder.

(f) Except for the Parcel A-2 Surface Parking Agreement, there are no leases, encumbrances or options to lease or purchase affecting the Site.

(g) Except as has been or may be specifically disclosed in writing by CPV, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.

(h) There are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against CPV which would inhibit CPV's ability to perform its obligations under this Agreement, the Parcel JK Option Agreement and the Site Non-Profit Covenant.

(i) There are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Site.

(j) The execution, delivery and performance of this Agreement, the Parcel JK Option Agreement and the Site Non-Profit Covenant by CPV will not (x) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CPV or the Site; or (y) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement.

(k) CPV is not currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is not the subject of an involuntary petition under the Bankruptcy Code, has not made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

7.2 Developer's Representations. Developer represents and warrants to CPV that as of the date hereof and as of the date of the Close of Escrow for the acquisition of each Parcel:

(a) Developer is a non-profit company duly organized and existing under the laws of the State of Ohio and qualified to do business in the State of Nevada.

(b) Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement, the Parcel JK Option Agreement and the Site Non-Profit Covenant.

(c) By proper action of Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement, the Parcel JK Option Agreement and the Site Non-Profit Covenant.

(d) The execution of this Agreement, the Parcel JK Option Agreement and the Site Non-Profit Covenant by Developer does not violate any provision of any other agreement to which Developer is a party.

(e) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement, the Parcel JK Option Agreement and the Site Non-Profit Covenant or with the performance by Developer of its obligations under this Agreement, the Parcel JK Option Agreement and the Site Non-Profit Covenant.

(f) Developer is not currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is not the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(g) To Developer's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against Developer which would inhibit Developer's ability to perform its obligations under this Agreement, the Parcel JK Option Agreement and the Site Non-Profit Covenant.

8. BROKERS.

Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party (the "*Indemnitor*") shall indemnify and hold harmless the other Party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby. The agreement of CPV to indemnify and hold Developer harmless is subject to the limitations and immunities granted by Chapter 41 of the Nevada Revised Statutes.

9. ESCROW

9.1 Escrow and Escrow Instructions. CPV and Developer acknowledge that an escrow account ("*Escrow*") with Nevada Title Company, 2500 North Buffalo Drive, Suite 150, Las Vegas, Nevada 89128, Attention: Kristin Ravelo as escrow agent ("*Escrow Agent*"). This Agreement constitutes the joint escrow instructions of CPV and Developer, and a fully executed copy of the Agreement shall be delivered to Escrow Agent within three (3) business days of its execution by both Parties. CPV and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 9 in writing, delivered to CPV and to Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

9.2 Developer's Escrow Deposits. The Parties agree that the Closing shall occur on or before the Closing Date.

(a) Not later than one (1) business day prior to the Closing, Developer shall deposit and deliver to Escrow Agent the following items:

(i) immediately available funds in an amount equal to the Purchase Price and the Option Payment plus any prorations due from Developer pursuant to Section 13 below, provided, however, that Developer may direct Escrow Agent to disburse $500,000 of the Earnest Money to CPV in payment of the Option Price in lieu of depositing additional funds;

(ii) two (2) original copies, duly executed and acknowledged by Developer, of the Parcel JK Option Agreement and the Site Non-Profit Covenant and the Environmental Covenant;

(iii) Developer's certificate signed by an officer of Developer that all of Developer's representations and warranties set forth herein are true and correct in all material respects as of a respective Closing Date; and

(iv) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) Developer shall deposit into Escrow the following fees, charges and costs after Escrow Agent has notified Developer of the amount of such fees, charges and costs, but not later than one business day prior to the scheduled date for a Closing:

(i) all of the premium and costs for the Title Policy and for any special endorsements requested by Developer to be paid by Developer as set forth in Section 12 below;

(ii) all of the state, county and/or city documentary transfer tax, if any;

(iii) all of the recording costs for the Deed and the Site Non-Profit Covenant; and

(iv) all fees of Escrow Agent.

9.3 CPV's Escrow Deposits.

(a) Not later than one business day prior to the Close of Escrow, CPV will deposit with Escrow Agent the following:

(i) the Deed duly executed and acknowledged by CPV;

(ii) two (2) original copies, duly executed and acknowledged by CPV, of the Parcel JK Option Agreement and the Site Non-Profit Covenant and the Environmental Covenant;

(iii) a non-foreign transferor declaration in customary form duly executed by CPV;

(iv) CPV's certificate signed by the President or a Vice President of CPV that all of CPV's representations and warranties set forth herein are true and correct in all material respects as of a respective Closing Date; and

(v) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) CPV shall be charged with the following fees, charges and costs after Escrow Agent has notified CPV of the amount of such fees, charges and costs, which shall be deducted from CPV's proceeds at the Close of Escrow:

(i) ad valorem taxes, including special assessments, if any, upon the Site for any time prior to conveyance of title; and

(ii) any prorations due from CPV pursuant to Section 13 below.

9.4 Additional Escrow Deposits. The Parties shall also timely deliver into Escrow (a) any transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any; (b) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (c) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

9.5 Closing Instructions. On the Closing Date, Escrow Agent is authorized and instructed to:

(a) Record the Deed, the Site Non-Profit Covenant, the Environmental Covenant and then any and all instruments required to be recorded pursuant to the Symphony Park Documents as it relates to the Site and then original counterparts of the Site Non-Profit Covenant.

(b) Deliver to CPV by wire transfer or intrabank transfer funds in an amount equal to the Option Price.

(c) Disburse the Earnest Money to Developer if Developer elects to disburse $500,000 of the Earnest Money to CPV in payment of the Option Price in lieu of depositing additional funds for the payment of the Option Price.

(d) Deliver to Developer the Title Policy.

(e) Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow required by Section 6045(e) of the Internal Revenue Code of 1986, unless the information return is not required under the regulations promulgated under Section 6045(e).

9.6 Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to CPV: (i) a copy of a Deed as recorded; (ii) the original recorded in counterparts of the Site Non-Profit Covenant and Environmental Covenant; (iii) an original in

counterparts of the Parcel JK Option Agreement; (iv) plain copies of the real property transfer tax declaration; and (v) the original of Developer's certificate as to its representations and warranties; and

(b) to Developer: (i) the original of the Deed as recorded; (ii) an original of the Parcel JK Option Agreement, in counterparts; (iii) an original of Site Non-Profit Covenant and the Environmental Covenant, in counterparts; (iv) plain copies of the real property transfer tax declaration; (v) the original of the Non-Foreign Transferor Declaration; and (vi) the original of CPV's certificate as to its representations and warranties.

9.7 Funds. Unless otherwise instructed, all funds received in Escrow, including the Earnest Money Deposit, shall be deposited by Escrow Agent with other escrow funds of Escrow Agent in a general interest-bearing escrow account or accounts with any federally insured state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest-bearing escrow account or accounts as approved by Developer and CPV. Developer shall have the right to instruct Escrow Agent to invest such funds, including the Earnest Money Deposit, in an interest bearing account, U.S. Treasury Bills or Notes or such other prudent investments as approved by CPV in writing. All disbursements shall be made by check of Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month.

9.8 Escrow Cancellation. If Escrow is not in a condition to close on the Closing Date, the Party who shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers and documents. The Party who has not fully performed shall be solely responsible for any escrow cancellation charges. No termination or demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both CPV and Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, Escrow shall be closed as soon as possible. Nothing in this Section 9.8 shall be construed to impair or affect the rights or obligations of CPV or Developer to the respective rights and remedies granted to them pursuant to Section 17 below.

9.9 Amendments to Escrow Instructions. Any amendment of these escrow instructions shall be in writing and signed by both CPV and Developer. At the time of any amendment, Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from Escrow Agent to CPV or Developer shall be directed to the addresses and in the manner established in Section 18.5 below for notices, demands and communications between CPV and Developer.

9.10 Liability of Escrow Agent. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 9 to 13, inclusive, of this Agreement.

10. CONDITIONS TO CLOSE OF ESCROW

10.1 Conditions to Developer's Obligation to Close. Notwithstanding any other provision of this Agreement, Developer's obligation to proceed with the Close of Escrow is subject to the fulfillment by CPV or the Escrow Agent, as appropriate, or waiver by Developer of each of the conditions precedent described below, which are solely for the benefit of Developer and which shall be fulfilled or waived prior to such Close of Escrow:

(a) CPV shall not be in violation of any of its material obligations under this Agreement, including, without limitation, CPV having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by CPV as required herein;

(b) Escrow Agent is prepared to issue the Title Policy showing title to the Site to be in the condition provided for herein; and

(c) CPV's representations and warranties set forth in this Agreement are true and correct in all material respects as of the Closing.

10.2 Conditions to CPV's Obligation to Close. Notwithstanding any other provision of this Agreement, CPV's obligation to proceed with the Close of Escrow for is subject to the fulfillment by Developer or Escrow Agent, as appropriate, or waiver by CPV of each of the conditions precedent described below, which are solely for the benefit of CPV and which shall be fulfilled or waived prior to such Close of Escrow:

(a) Developer shall not be in violation of any of its material obligations under this Agreement, including, without limitation, Developer having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Developer as required herein; and

(b) Developer's representations and warranties set forth in this agreement are true and correct in all material respects as of the Closing.

10.3 Each Party's obligation to Close Escrow is contingent upon City Council approval of a resolution prior to the Close of Escrow finding that the sale of the Site and the planned use of the Site meets the economic development exemption requirements prescribed by NRS 268.063. In the event such resolution is not approved by the close of Escrow, either Party may terminate this Agreement and upon such termination, this Agreement shall be null and void and of no force and effect with no liability hereunder of any Party and the Earnest Money shall be refunded to Developer in full.

10.4 Possession. Possession to the Site shall be delivered to Developer concurrently with the Close of Escrow.

11. CONDITION OF TITLE. CPV shall convey to Developer fee simple title to the Site subject to those exceptions and matters shown on the Preliminary Title Report issued by First American Title Company dated as of November 3, 2015 as Order Number 761672 as set forth on Exhibit G attached hereto and subject to the UP Covenant.

Within thirty (30) days of the Effective Date, Developer shall have a period to review the Preliminary Title Report and to object in writing to any matter contained therein (the "Review Period"). Developer need not object to any consensual monetary liens and encumbrances, *e.g.*, deed of trust, security agreement, financing statement, and Seller shall eliminate all such consensual monetary liens and encumbrances at or prior to the Closing. If Developer notifies Seller of any objections, Seller may elect to either cure the item(s) to which Developer objects or notify Developer that Seller is unwilling to cure the objectionable item(s). If Seller elects to cure the objectionable item, Seller shall on or before the Closing Date to eliminate or modify such objectionable item(s) to the reasonable satisfaction of Developer (the "Cure Period"). If Seller fails to notify Developer of Seller's election, elects not to cure, has not cured or is unable to cure objections of Developer within the Cure Period, Developer may, at its option, and as Purchaser's sole remedy, terminate this Agreement by written notice to Seller and Escrow

Agent at any time prior to the expiration of the Due Diligence Period, in which case the Earnest Money then on deposit shall be immediately returned to Developer by the Escrow Agent.

12. TITLE INSURANCE. Concurrently with recordation of a Deed to a Parcel, and as a condition of Closing, Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy in the amount designated by Developer issued by Escrow Agent insuring that title to the Site is vested in Developer and/or its assignee in the condition required by Section 11 of this Agreement (the "*Title Policy*"). Developer shall pay the cost of the Title Policy and the full cost of any special endorsements requested by Developer.

13. PRORATIONS. Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses of the Site with respect to the period prior to the Close of Escrow shall be for the account of CPV, and all revenues, income and expenses of the Site with respect to the period after the Close of Escrow shall be for the account of Developer. To the extent practicable, CPV and Developer shall request cut-off statements of expenses as of the Close of Escrow. If cut-off statements are not available, the expenses shall be prorated as of the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty-five (365) day year, and shall be paid or credited by CPV to Developer or by Developer to CPV, as the case may be, at the Close of Escrow. In addition, if any of the expenses cannot be accurately allocated on the Close of Escrow, the same shall be allocated as soon as practicable after the Close of Escrow, but not more than ninety (90) days thereafter, and either CPV or Developer shall promptly pay to the other the sum determined pursuant to such subsequent allocation.

14. AS-IS SALE

14.1 Developer Feasibility Review. Developer agrees and acknowledges that it has had adequate time pursuant to the DDA to determine the feasibility of the development and use of the Site and received the full cooperation of CPV in connection therewith. Developer agrees that it only shall be entitled to a refund of the Earnest Money Deposit in the event of a CPV default under Section 17.3 below or the termination of this Agreement as provided in Section 11.

14.2 As Is Nature of Transaction. Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by Developer in an "as is" condition with, if any, all faults and defects. Except as expressly provided herein, CPV makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, CPV makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement and the Exhibits hereto, constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings. In connection therewith, Developer further agrees as follows:

(a) Developer, for itself, its successor and assigns, and for each and every subsequent owner or lessee of the Site ("*Releasing Parties*") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against CPV, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs,

expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Substances, Environmental Claims or other violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. Developer hereby agrees to hold harmless and indemnify the City Parties from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by the City Parties after a Close of Escrow of any Parcel to Developer arising in any way from (i) the presence of Hazardous Substances or environmental conditions at, on, beneath or from such Parcel, (ii) Environmental Claims or (iii) the application of Environmental Laws to the Parcel.

(b) Except as set forth in paragraph (a) immediately above and paragraph (c) immediately below, CPV hereby releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which CPV has or may have in the future against Developer, its members, managers, officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which CPV now has or which CPV may have in the future on account of or in any way arising out of or in connection with Hazardous Substances or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site prior to the Close of Escrow.

(c) Developer agrees that it will take the Site subject to the UP Covenant which will be recorded against the Site at or prior to the Close of Escrow. Developer agrees to perform all obligations under the Soil Management Plan in regards to all Hazardous Substances on the Site and the compliance with all Environmental Laws relating to the Site. Developer agrees to enter into a covenant to be recorded against the Site at the Close of Escrow ("*Environmental Covenant*") whereby (i) UP is released from any UP Obligations as defined in the UP Covenant, (ii) Developer agrees to comply with the Soil Management Plan in connection with the development and use of the Site, (iii) agrees to indemnify and hold harmless CPV from any liabilities in the event of non-compliance with the Soil Management Plan by Developer and (iv) incorporates the release set forth in Section 14.2(a) above.

In the event that the Parties do not agree on the Environmental Covenant by the Close of Escrow, either Party may terminate this Agreement upon written notice to the other Party and in such event this Agreement shall be of no further force and effect and the Earnest Money shall be returned to Developer. Upon such termination, the Parties shall have no further obligations or liabilities hereunder. The Parties further agree that the Environmental Covenant will be attached to the Option Agreement.

(d) Developer agrees that CPV is making no representations or warranties regarding the environmental conditions or any other condition of the Site.

14.3 Survival. Section 6.2(c), Article 7, Article 8 and Section 14.2 shall survive any termination of this Agreement and any Close of Escrow hereunder.

15. CONVEYANCE FREE OF POSSESSION.

The Site shall be conveyed free of any possession or right of possession by any other Person except subject to the title matters set forth in Section 11 above.

16. GOVERNMENTAL PERMITS.

Nothing in this Agreement shall affect the responsibility of Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. Developer shall be responsible for the payment of all permit fees and any other fees in connection with the development and construction of a project on the Site. Developer acknowledges and agrees that CPV does not issue any permits or approvals related to the development and construction of the on the Site and that all such permits or approvals must be issued by the Governmental Authorities having approval authority.

17. DEFAULT AND REMEDIES

17.1 Developer Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a Developer event of default hereunder:

(a) The failure by Developer to timely deliver (i) the Earnest Money Deposit; (ii) the Option Payment; (iii) the deposits as required by Sections 9.2 and 9.4 above, unless such failure is as a result of the failure to be satisfied of one or more of Developer's conditions precedent to the Close of Escrow set forth in Section 10.1 above;

(b) Developer fails to Close Escrow the Site as required by Section 4.1 above and/or enter into the Option Agreement;

(c) The filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or Developer's becoming insolvent in the sense that Developer is unable to pay its debts as they mature or in the sense that Developer's debts exceed the fair market value of Developer's assets;

(d) Except for defaults pursuant to Section 17.1(a) above, the failure of Developer to perform any material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by Developer within the relevant cure period set forth below. Developer shall cure any monetary default within five (5) business days after receipt of written notice from CPV. Developer shall cure any nonmonetary default within ten (10) business days after receipt of written notice from CPV; *provided, however*, (i) that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then Developer shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion; and (ii) no such cure period shall in any way extend the Closing Date and Developer's obligation to close the Site by the Closing Date ; or

(e) Any of Developer's representations and warranties set forth in Section 7.2 above is found to be untrue in any material way as of a respective Closing Date.

17.2 CPV'S REMEDY.

(a) If a Developer event of default occurs as described in Section 17.1 above, CPV may by written notice to Developer terminate this Agreement. Upon such termination Developer shall have no further rights or obligations under this Agreement and shall have no right to acquire the Site or enter into the Parcel JK Option Agreement.

(b) IN THE EVENT THIS AGREEMENT IS TERMINATED PURSUANT TO SECTION 17.2(A) ABOVE, THEN CPV MAY RETAIN AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT THEN REMAINING IN ESCROW TOGETHER WITH ALL EARNINGS THEREON AS CPV'S LIQUIDATED DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE SITE AS REQUIRED BY SECTION 4 ABOVE. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CPV AND DEVELOPER THAT CPV'S ACTUAL DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE SITE WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:
CPV: _____
DEVELOPER: _____

17.3 CPV's Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a CPV event of default hereunder:

(a) (i) the failure of CPV to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement unless such failure is as a result of the failure to be satisfied of one or more of CPV's conditions precedent to the Close of Escrow set forth in Section 10.2 above;

(b) the failure of CPV to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by CPV within five (5) business days after receipt of written notice from Developer for a monetary default or within ten (10) business days after receipt of written notice from Developer for a nonmonetary default ; *provided, however*, (i) that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then CPV shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion; and (ii) no such cure period shall in any way extend the Closing Date and CPV's obligation to close the Site by the Closing Date;

(c) any of CPV's representations and warranties set forth in Section 7.1 above shall be untrue in any material way as of a respective Closing Date; or

(d) the filing of a petition or the institution of proceedings of, by, or against CPV pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or CPV making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or CPV becoming insolvent in the sense that CPV is unable to pay its debts as they mature or in the sense that CPV's debts exceed the fair market value of CPV's assets.

17.4 Developer's Remedies. In the event of a default by CPV prior to the Close of Escrow, Developer's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such default;

(b) to terminate this Agreement and on such termination CPV shall be obligated to return the Earnest Money Deposit and release any interest it may have in the Earnest Money Deposit and to cause the same to be refunded to Developer and, upon such payment, CPV shall have no further liability whatsoever to Developer; or

(c) to demand specific performance of CPV's obligations under this Agreement without an abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of CPV for damages resulting from CPV's event of default.

18. MISCELLANEOUS PROVISIONS

18.1 Time of the Essence. Time is of the essence of this Agreement and every obligation hereunder.

18.2 Survival. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title shall survive the recordation of any deed and shall not be deemed merged into such deed.

18.3 Successors and Assigns. This Agreement shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Agreement regarding assignment.

18.4 Non-Liability of City Officials and Employees. No official or employee of CPV or the City shall be personally liable to Developer for any default or breach by CPV, for any amount which may become due to Developer or for any obligation of CPV under the terms of this Agreement.

18.5 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV:

City Parkway V, Inc.
c/o Economic and Urban Development
495 S. Main Street, 6th Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov

Attn: William Arent, Director

And: City Attorney's Office
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov
Attn: Teri Ponticello, ESQ.

If to Developer: The Cleveland Clinic Foundation
9500 Euclid Ave. (NA-4)
Cleveland, Ohio 44195
Attn: Chief of Operations

And: The Cleveland Clinic Foundation
9500 Euclid Ave. (NA-4)
Cleveland, Ohio 44195
Attn: Chief Legal Officer

And: Cleveland Clinic Foundation
9500 Euclid Ave. (DD-4)
Cleveland, Ohio 44195
Attn: Director of Construction of Facilities and Real Estate

18.6 Subsequent CPV Approvals. The President of CPV or such other person as CPV may designate in writing to Developer is authorized to give any approval of CPV required or permitted by the terms of this Agreement. If there is no time specified herein for CPV's approval, Developer may submit a letter requiring CPV's approval within fifteen (15) days after submission to CPV or such approvals shall be deemed granted. Notwithstanding the foregoing, Developer acknowledges that some approvals will require review and approval by the City Council. In such cases, the Parties shall comply with the required processes of submitting matter for review and approval by City Council.

18.7 Entire Agreement, Amendments and Waivers. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit A through Exhibit H, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties.

This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. 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 amendments hereto must be in writing and signed by the appropriate authorities of CPV and Developer.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

18.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

18.9 Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

18.10 Captions. The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

18.11 Counterparts. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

18.12 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

18.13 Open Records Law. Developer acknowledges that all documents submitted to CPV and/or the City are subject to Nevada Open Records Law set forth in Chapter 239 of Nevada Revised Statutes.

18.14 Days. All references to "*days*" in this Agreement are to consecutive calendar days unless business days are specified.

18.15 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

19. TIME FOR ACCEPTANCE OF AGREEMENT BY CPV. This Agreement was approved on February 3, 2016 by the City Council. The effective date of this Agreement shall be the date of CPV's approval of this Agreement as indicated on the signature page below (the "*Effective Date*").

[SIGNATURES ON THE NEXT PAGE]

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

CPV

CITY PARKWAY V, INC., a Nevada non-profit corporation

By: _____
Elizabeth N. Fretwell
President
2-17-16

ATTEST: _____
Scott D. Adams, Secretary

APPROVED AS TO FORM: _____
Date
2-2-16

DEVELOPER

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By: _____
William M. Peacock, III
Chief of Operations

Execution Date: 2/12/2016

APPROVED AS TO FORM
CCF - LAW DEPT.
DATE: 2/7/16
CMS! #: CW2512936
BY: _____

LIST OF EXHIBITS

EXHIBIT "A"	DEPICTION OF SITE
EXHIBIT "B"	LEGAL DESCRIPTION OF SITE
EXHIBIT "C"	FORM OF DEED
EXHIBIT "D"	SITE NON-PROFIT COVENANT
EXHIBIT "E"	PARCEL JK OPTION AGREEMENT
EXHIBIT "F"	DISCLOSURE OF PRINCIPALS
EXHIBIT "G"	TITLE REPORT FOR SITE
EXHIBIT "H"	UP COVENANT

Exhibit A

Depiction of Parcels

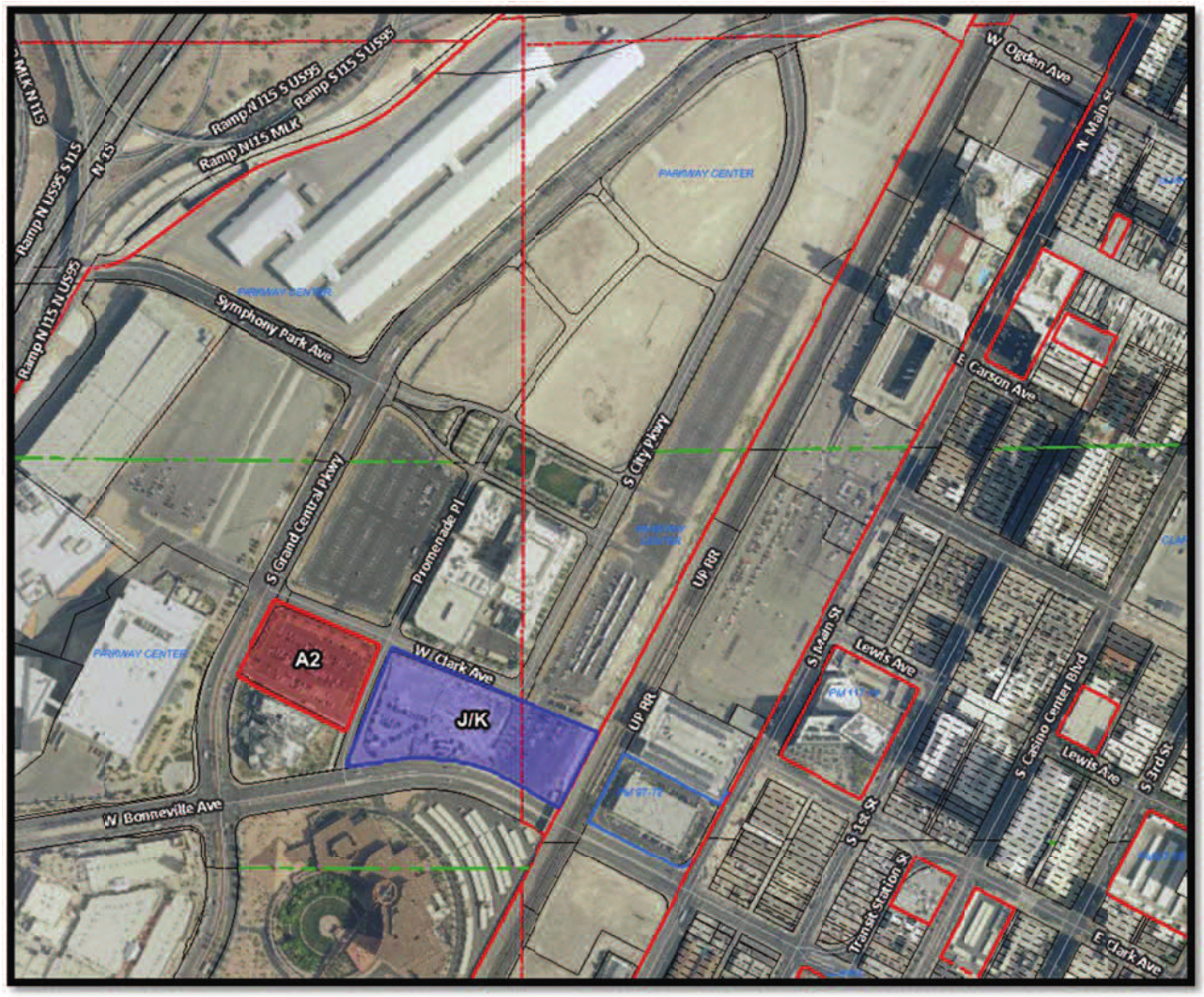


Exhibit B

January 26, 2007
J. Rangel/C. Pond:

LEGAL DESCRIPTION PARCEL A2

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

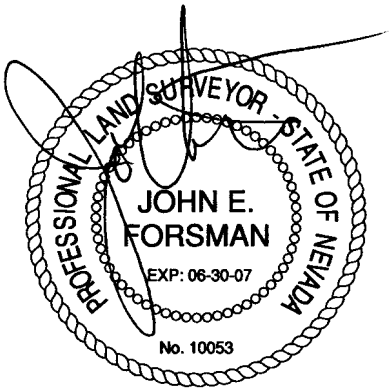
***COMMENCING** AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 32°50'08" EAST, 61.37 FEET; THENCE NORTH 27°55'16" EAST, PARALLEL TO AND 10.00 FEET DISTANT TO SAID GRAND CENTRAL PARKWAY RIGHT-OF-WAY LINE, 168.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°10'50", AN ARC LENGTH OF 44.08 FEET; THENCE SOUTH 67°53'54" EAST, 295.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°54'49", AN ARC LENGTH OF 48.65 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2070.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 64°59'06" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°06'57", AN ARC LENGTH OF 257.08 FEET; THENCE SOUTH 17°53'58" WEST, 3.71 FEET; THENCE NORTH 62°20'53" EAST, 388.49 FEET TO THE **POINT OF BEGINNING**.*

CONTAINING 2.29 ACRES

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.



1-31-07

LAND SURVEYOR, PLS
JOHN E. FORSMAN
NEVADA LICENSE NO. 10053

Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

EXHIBIT C

APN No(s): 139-33-610-027

WHEN RECORDED MAIL TO:

Cleveland Clinic Foundation
Attn: Director of Construction of Facilities and Real Estate
9500 Euclid Ave. (CC-46)
Cleveland, OH 44195

MAIL TAX STATEMENTS TO:

Cleveland Clinic Foundation
Attn: Director of Construction of Facilities and Real Estate
9500 Euclid Ave. (CC-46)
Cleveland, OH 44195

GRANT BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the CITY PARKWAY V, INC., a Nevada non-profit corporation, ("*Grantor*"), do hereby grant, bargain, sell and convey to CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("*Grantee*") all right, title, and interest in and to that certain real property situated in the City of Las Vegas, Clark County, Nevada bounded and legally described in Exhibit A attached hereto and incorporated herein by this reference (the "*Real Property*").

Together with, all and singular, the tenements, hereditaments and appurtenances belonging, or in anywise appertaining.

To have and to hold, the Real Property described above with the appurtenances, unto Grantee, and to Grantee's heirs, successors and assigns forever.

[Insert Gaming Restriction]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on by its officer thereunto duly authorized this ____ day of _____, 2016.

Signatures on the next page.]

GRANTOR:

CITY PARKWAY V, INC., a Nevada non-profit corporation

By: _____
Elizabeth N. Fretwell, President

APPROVED AS TO FORM:

_____
Date

STATE OF NEVADA }
} ss.
COUNTY OF CLARK }

This instrument was acknowledged before me on _____, 2016 by _____.

WITNESS my hand and official seal.

STATE OF NEVADA }
} ss.
COUNTY OF CLARK }

This instrument was acknowledged before me on _____, 2016 by _____.

WITNESS my hand and official seal

January 26, 2007
J. Rangel/C. Pond:

Exhibit 'A'

LEGAL DESCRIPTION PARCEL A2

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

***COMMENCING** AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 32°50'08" EAST, 61.37 FEET; THENCE NORTH 27°55'16" EAST, PARALLEL TO AND 10.00 FEET DISTANT TO SAID GRAND CENTRAL PARKWAY RIGHT-OF-WAY LINE, 168.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°10'50", AN ARC LENGTH OF 44.08 FEET; THENCE SOUTH 67°53'54" EAST, 295.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°54'49", AN ARC LENGTH OF 48.65 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2070.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 64°59'06" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°06'57", AN ARC LENGTH OF 257.08 FEET; THENCE SOUTH 17°53'58" WEST, 3.71 FEET; THENCE NORTH 62°20'53" EAST, 388.49 FEET TO THE **POINT OF BEGINNING**.*

CONTAINING 2.29 ACRES

BASIS OF BEARING

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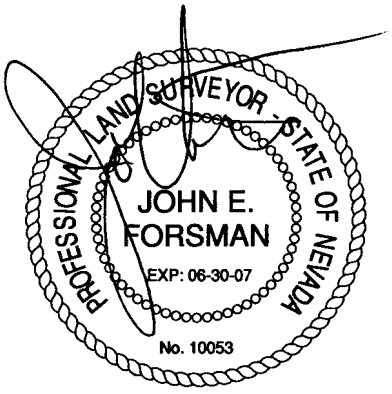
END OF DESCRIPTION.



1-31-07

LAND SURVEYOR, PLS
JOHN E. FORSMAN
NEVADA LICENSE NO. 10053

Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

EXHIBIT D

APN NO: _____

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attention: _____

(Space Above Line For Recorder's Use)

NON-PROFIT USE COVENANT

THIS NON-PROFIT USE COVENANT ("*Declaration*") is made as of _____, 2016, by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("*CPV*"), and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("*Developer*"). CPV and Developer are individually or collectively referred to herein as "Party" or "Parties."

WITNESSETH:

WHEREAS,

A CPV concurrently with the recordation of this Declaration, CPV has conveyed to Developer that site particularly described in Exhibit "A" attached hereto and hereby incorporated into this Agreement (the "*Site*").

B. CPV has conveyed the Site to Developer for nominal consideration in reliance on Developer's agreement that Developer and any successor owners of the Site will only use the Site for a Non-Profit Use (hereinafter defined) and that Developer will not profit from any transfer of the Site.

C. In consideration of CPV selling the Site to Developer for nominal consideration, Developer has agreed that (i) in the event the use of the Site is at any time converted to a For-Profit Use, the Developer and any successor owners shall pay to CPV the Fair Market Value of the Site at the time of conversion as provided for in Paragraph 2.1(a) or (ii) any consideration received by Developer from a transfer of the Site as provided for in Paragraph 2.1(c).

D. But for such representations and agreements by Developer, CPV would not have conveyed the Site to Developer.

NOW, THEREFORE, in consideration of the foregoing (including the conveyance of the Site by CPV to Developer for nominal consideration), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Developer, the Parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1 Certain Definitions.

"*For-Profit Use*" means (i) the ownership of a Project or any portion of a Project, including the land on which a Project is situated, by a Person that is not a non-profit entity and/or (ii) any use of a Project that is not on an exclusively a Non-Profit Use by Developer or any successor owners of a Project, tenants of a Project or any other Person owning, occupying or using a Project.

"*Non-Profit Use*" means the use of a Project that is on an exclusively non-profit basis by Developer or any successor owners of a Project, tenants of a Project or any other Person owning, occupying or using a Project, except for such for profit use (e.g. coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Project*" means any building constructed on the Site from time to time.

"*transfer*" means a conveyance or lease of the Site or any portion of the Site in any form, including the transfer of any equity or ownership interests or controlling interest in the Person owning the Site from time to time.

2. NON-PROFIT USE RESTRICTIONS

2.1 Use Restrictions.

(a) For-Profit Uses. Developer agrees that in consideration of the conveyance of the Site to Developer for nominal consideration, only Non-Profit Uses on the Site will be permitted, except for such for-profit uses (e.g. coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use. Developer further acknowledges that if not for Developer's agreement to develop and operate Non-Profit Uses on the Site, CPV would have sold the Site to Developer, or another Person, at the fair market value of the Site. Developer further agrees that in the event a For-Profit Use of the Site or any portion thereof occurs at any time, except for such for-profit uses (e.g. coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use, then, in addition to all other rights and remedies that CPV may have as a result of Developer's breach of this covenant, Developer shall be obligated to pay to CPV the Fair Market Value of the Site as of the date that a Project is converted to a For-Profit Use. The fair market value of the Site shall be paid to CPV by Developer in immediately available funds no later than thirty (30) days after the final determination of the Fair market Value of the Site pursuant to Section 2.1(b).

(b) Upon conversion of the Site or any portion thereof to a For-Profit Use the Parties, upon notice by CPV to Developer, shall determine the Fair Market Value of the Site. "*Fair Market Value of the Site*" shall be the appraised fair market value of the Site as of the date of determination based upon the purchase price that would be paid by a willing purchaser to a willing seller in an arms-length transaction for the acquisition of the Site, taking into account the existing size and configuration of the Site and taking into account the following facts and making the following assumptions: (a) as vacant land and any existing improvements and (b) that use of the Site is prohibited from any gaming and casino use and (c) that the Site is no longer subject to the requirement the Site be used for Non-Profit Uses only and that For-Profit Uses are to be permitted on the Site. With respect to

any appraisal conducted pursuant to the preceding sentence, (i) such appraisal shall be conducted by three (3) appraiser(s) all duly licensed and qualified by appropriate experience and ability and having no less than ten (10) years of experience in the Las Vegas business area, (ii) one such appraiser shall be designated by the Developer and one such appraiser shall be designated by CPV, in each instance by written notice of designation given to such Party's designated appraiser and the other Party hereunder no later than thirty (30) days from and after the date of such notice by CPV, (iii) the third such appraiser shall be designated jointly by the appraisers so designated by the Developer and CPV upon written notice of designation given to the Parties no later than twenty (20) days from the date notice of designation shall have been given by the Parties with respect to the first two appraisers, (iv) such appraisal shall be concluded within no more than sixty (60) days from the date of designation of the third appraiser hereunder, (v) such appraisal shall be paid for one-half by the Developer and one-half by CPV, and (vi) such fair market value determination shall be the average fair market value determination of such three (3) appraisers, provided, that, if the appraisal of any one appraiser shall be more than or less than the appraisal of the remaining two (2) appraisers by more than ten percent (10%), then and in such event, such appraisal shall be discarded and such fair market value determination instead shall be deemed to be the average fair market value determination of such remaining two (2) appraisers. Notwithstanding the foregoing, each appraiser shall release a proposed draft of such appraiser's appraisal and each of CPV and the Developer shall have the right within the thirty (30) day period following such release to give to such appraiser good faith written comment on any arithmetic errors, or errors in assumptions or facts, set forth in such appraisal, whereupon such appraiser shall have the professional responsibility and obligation to review and same and make revisions as applicable and appropriate and thereupon to release its final appraisal, which appraisal thereupon shall be final and binding on the Parties absent manifest error. Any failure by either Party to give any such written comment timely within such 30-day period conclusively shall constitute such Party's waiver of its right to so comment.

(c) Transfer of Site. Because of the nominal consideration paid to CPV in connection with the conveyance of the Site to Developer based on the shared agreement of the Parties that the Site and any development on the Site will be part of Developer's Non-Profit medical operations, it is the mutual intent of the Parties that Developer is not to profit from a transfer of the Site to any Person and that the proceeds from any such transfer are to be paid to CPV. Therefore Developer agrees that in the event that Developer transfers the Site or any portion of the Site to any Person and Developer receives consideration for the transfer of the Site or such portion, then Developer shall pay to CPV the full amount of such consideration net of any commissions or closing costs paid by Developer no later than fifteen (15) days after the receipt by Developer of such consideration, including, without limitation, any ground rents received from time-to-time by Developer. Developer agrees to notify CPV of any pending transfer no later than thirty (30) days prior to any Transfer along with all pertinent information relating to the transfer. Developer agrees to provide CPV with written notice of any transfer after such transfer has closed; provided, however, in the event the Developer has previously paid CPV the the Fair Market Value of the Site as provided for in Paragraph 2.1(a), Developer shall have no obligation to make any further payments as required by this Paragraph 2.1 (c).

3. SUCCESSORS

The restrictions and covenants imposed upon the Site by this Declaration shall run with the ownership of the Site and shall be binding upon any subsequent owner, assign, and transferee of, and any successor in interest in, the Site or any portion thereof.

4. MISCELLANEOUS PROVISIONS

4.1 Assignment by CPV. Any and all of the rights, powers, duties and reservations of CPV herein contained may be assigned to any Person selected by CPV.

4.2 Release of Declaration. Notwithstanding anything herein contained to the contrary, if CPV reacquires title to the Site or any portion thereof at any time after the date hereof, this Declaration shall automatically cease and terminate and be of no further force or effect as to CPV and such property, effective as of the date of such reacquisition by CPV.

4.3 Attorneys' Fees. In the event either Party hereto is required to employ an attorney because of the other Party's default, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees incurred in the enforcement of this Declaration.

4.4 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon receipt or delivery refused after being sent by United States registered mail, return receipt requested, postage prepaid; by a national recognized overnight courier service, personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV:
City Parkway V, Inc.
c/o Office of Economic and Urban Development
495 S. Main Street, 6th Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: Bill Arent, Director

And:
City Attorney Office
City Hall
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov
Attn: Teri Ponticello, Esq.

If to Developer:
Cleveland Clinic Foundation
9500 Euclid Ave. (NA-4)
Cleveland, Ohio 44195
Phone: 216-445-0686
Fax: 216-444-2436
Email: peacowc1@ccf.org
Attn: Chief of Operations

And: Cleveland Clinic Foundation
9500 Euclid Ave. (NA-4)
Cleveland, Ohio 44195
Phone: 216-444-3441
Fax: 216-445-7739
Email: rowand@ccf.org
Attn: Chief Legal Officer

And: Cleveland Clinic Foundation
9500 Euclid Ave. (DD-4)
Cleveland, Ohio 44195
Phone: 216-444-2460
Fax: 216-444-7020
Email: aucremf@ccf.org
Attn: Executive Director of Construction of Facilities and Real Estate

4.5 Subsequent CPV Approvals. Any approvals of CPV required or permitted by the terms of this Declaration are authorized to be given by the President of CPV or such other person that CPV designates in writing to Developer. Notwithstanding the foregoing, Developer acknowledges that some approvals will require review and approval by the Las Vegas City Council. In such cases, the Parties shall comply with the required processes of submitting matter for review and approval by City Council.

4.6 Entire Agreement and Waivers. This Declaration is executed in three (3) duplicate originals, each of which is deemed to be an original. This Declaration constitutes the entire understanding and agreement between the Parties and is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and the complete and exclusive statement 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 waivers of the provisions of this Declaration must be in writing and signed by the appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

4.7 Termination or Amendment. This Declaration may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the Recorder's Office of a proper instrument duly executed and acknowledged by CPV and Developer to that effect.

4.8 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Declaration and the remaining provisions shall remain in full force and effect.

4.9 Governing Law. The interpretation and enforcement of this Declaration shall be governed in all respects by the laws of the State of Nevada.

4.10 Captions. The captions contained in this Declaration are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Declaration.

4.11 Counterparts. Each counterpart of this Declaration shall be deemed to be an original and all of which together shall be deemed to be one and the same Declaration. Delivery of this Declaration may be

accomplished by facsimile transmission of this Declaration. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Declaration.

4.12 No Third Party Beneficiaries. Nothing in this Declaration shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Declaration.

4.13 Days. All references to "*days*" in this Declaration are to consecutive calendar days unless business days are specified.

4.14 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Declaration and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Declaration or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first written above.

CPV

CITY PARKWAY V, INC., a Nevada non-profit corporation
*

By: _____
Elizabeth N. Fretwell, President

ATTEST:

_____
Scott D. Adams, Secretary

APPROVED AS TO FORM:

_____
Date

DEVELOPER

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By: _____
William M. Peacock, III
Chief of Operations

Execution Date:

_____

LIST OF EXHIBITS

EXHIBIT “A” LEGAL DESCRIPTION OF THE SITE

January 26, 2007
J. Rangel/C. Pond:

Exhibit 'A'

LEGAL DESCRIPTION PARCEL A2

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

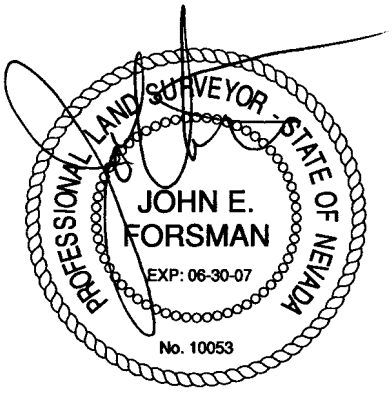
***COMMENCING** AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 32°50'08" EAST, 61.37 FEET; THENCE NORTH 27°55'16" EAST, PARALLEL TO AND 10.00 FEET DISTANT TO SAID GRAND CENTRAL PARKWAY RIGHT-OF-WAY LINE, 168.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°10'50", AN ARC LENGTH OF 44.08 FEET; THENCE SOUTH 67°53'54" EAST, 295.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°54'49", AN ARC LENGTH OF 48.65 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2070.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 64°59'06" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°06'57", AN ARC LENGTH OF 257.08 FEET; THENCE SOUTH 17°53'58" WEST, 3.71 FEET; THENCE NORTH 62°20'53" EAST, 388.49 FEET TO THE **POINT OF BEGINNING**.*

CONTAINING 2.29 ACRES

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.



1-31-07

LAND SURVEYOR, PLS
JOHN E. FORSMAN
NEVADA LICENSE NO. 10053

Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

Exhibit E

OPTION, DISPOSITION AND DEVELOPMENT AGREEMENT

THIS OPTION, DISPOSITION AND DEVELOPMENT AGREEMENT (the "*Agreement*") is entered into as of the ____ day of _____, 2016 by and among CITY PARKWAY V, INC., a Nevada non-profit company ("*CPV*"), and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("*Developer*"). CPV and Developer are individually referred to herein as a "*Party*" and collectively referred to herein as "*Parties*".

WITNESSETH:

WHEREAS:

A. CPV and Developer entered into that certain Disposition and Development Agreement dated June 17, 2011, as amended by that First Amendment to Disposition and Development Agreement dated December 3, 2014 and by that certain Second Amendment to Disposition and Development Agreement dated March 31, 2015 and by that certain Third Amendment to Disposition and Development Agreement dated September 29, 2015 and by that certain Fourth Amendment to Disposition and Development Agreement dated December 3, 2015 (collectively, the "*DDA*") in connection with that real estate development owned by CPV and known as "*Symphony Park*".

B. Concurrently with the execution of this Agreement CPV has closed escrow on the conveyance of Parcel A-2 in Symphony Park to Developer.

C. In connection with the Sale of Parcel A-2 and in consideration of payment by Developer to CPV of the Option Consideration (hereinafter defined), the Parties have agreed to enter into this Agreement granting to Developer an option to purchase Parcel JK in Symphony Park as depicted in the site plan attached hereto as Exhibit A and legally described on Exhibit B attached hereto (the "*Site*") and setting forth the Parties' agreements relating to the development of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. GENERAL PROVISIONS

1.1 Purpose of Agreement. CPV's purpose in entering into this Agreement is to effectuate job creation and economic development and benefit for the City. The development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City, and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements. The Parties agree that (i) this Agreement supersedes the DDA in all respects and (ii) the DDA is no longer in force or effect.

1.2 Definitions.

"*Affiliate*" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person and shall include, but not be limited to, successors by merger to such Person and wholly owned subsidiaries of such Person. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of a Controlling Interest.

"*Agency*" means the City of Las Vegas Redevelopment Agency and any permitted assignee of, or successor to, its rights, powers and responsibilities.

"*Agreement*" has the meaning set forth in the preamble to this Agreement.

"*Cash Balance Due*" has the meaning set forth in Section 5.2 below.

"*City*" means the City of Las Vegas, Nevada, a political subdivision of the State of Nevada.

"*City Council*" means the city council of the City of Las Vegas.

"*Close of Escrow*" and/or "*Closing*" means the consummation of the acquisition by Developer of fee title to the Site, which shall be evidenced by the recording of the Deed in the Official Records, Clark County, Nevada.

"*Closing Date*" means thirty (30) days after the exercise of the Option by Developer, provided, however, that if such thirtieth (30^{th}) day is not a business day then the Closing Date will be the next following business day.

"*Controlling Interest*" means the ownership, directly or indirectly, of, or other legal right to direct the voting of, 51% or more of the voting interests in a Person or the governing body of such Person.

"*CPV*" has the meaning set forth in the opening paragraph of this Agreement and includes CPV's successors and assigns as permitted under this Agreement.

"*Deed*" means CPV's Grant, Bargain and Sale deed in the form of Exhibit C attached hereto.

"*Developer*" has the meaning set forth in the opening paragraph of this Agreement and includes Developer's successors and assigns as permitted under this Agreement.

"*Design Standards*" means the Symphony Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 as revised and adopted On April 2, 2014 by Ordinance 6311.

"*Earnest Money Deposit*" has the meaning set forth in Section 4.1(c).

"*Effective Date*" has the meaning set forth in Section 19.

"*Environmental Claim*" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or written notices of noncompliance, liability or violation by any person or entity (including any governmental or regulatory authority) alleging potential liability (including, without limitation, potential responsibility or liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (a) the presence, or release or threatened release into the environment, of any Hazardous Substance; (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; or (c) any and all claims by any third party seeking damages, contribution, indemnification, cost

recovery, compensation or injunctive relief resulting from the presence or release of any Hazardous Substance.

"*Environmental Covenant*" means that Environmental Covenant in the form attached hereto as Exhibit J to be entered into and recorded against the Site by the Parties at the Close of Escrow and described in Section 14.2(c).

"*Environmental Law*" shall have the meaning set forth in the PEMA.

"*Escrow*" has the meaning set forth in Section 9.1.

"*Escrow Agent*" has the meaning set forth in Section 9.1.

"*Governmental Authority*" or "*Governmental Authorities*" means (i) the United States of America, the State of Nevada, the City, Clark County Nevada, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over Developer or over, under or above the Site (or any portion thereof) and (ii) any public utility or private entity which will be accepting and/or approving any development on the Site.

"*Hazardous Substance*" shall have the meaning set forth in the PEMA.

"*Indemnitor*" has the meaning set forth in Section 8.

"*Information Return*" has the meaning set forth in Section 9.5(d).

"*Liabilities*" means any and all liens, demands, liabilities, actions, causes of action, judgments, costs, claims, damages, suits, losses and expenses, penalties, fines or compensation whatsoever, direct or indirect (including reasonable legal fees, expert witness fees, and court, mediation, arbitration and administrative costs and expenses).

"*NRS*" means Nevada Revised Statutes, as amended from time to time.

"*Option*" has the meaning set forth in Section 4.1.

"*Option Term*" means a period of three (3) years commencing on the Effective Date and terminating at 5:00 p.m., PST on the last day of such three year period.

"*Option Consideration*" means the sum of Five Hundred Thousand Dollars ($500,000) which was paid to CPV as part of the closing of the sale of Parcel A-2.

"Project" means a total of at least 330,000 square foot medical facility with a first phase of no less than 198,000 square feet as more fully described in the Parcel JK Scope of Development.

"*Parcel JK Scope of Development*" is Exhibit D attached hereto.

"*Parcel JK DSLURS*" means those Parcel JK DSLURS of Special Land Use Restrictions in the form of Exhibit E attached hereto.

"*Party*" has the meaning set forth in the preamble to this Agreement.

"*Parties*" has the meaning set forth in the preamble to this Agreement.

"*PEMA*" means the Project Environmental Management Agreement Set forth in Exhibit F attached hereto, as it may be amended from time to time.

"*Person*" means any individual, corporation, partnership, limited partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government, state, city or any political subdivision thereof.

"*Purchase Price*" has the meaning set forth in Section 5 below.

"*Recorder's Office*" means the Office of the Recorder of Clark County, Nevada.

"*Releasing Parties*" has the meaning set forth in Section 14.2(a).

"*Site*" has the meaning set forth in Recital B.

"*SPDRC*" means the design review committee created and operating pursuant to the Design Standards.

"*Symphony Park*" has the meaning set forth in Recital A.

"*Symphony Park Documents*" has the meaning set forth in Section 6.4 below.

"*Third Party Offer*" has the meaning set forth in Section 4.3.

"*Title Policy*" has the meaning set forth in Section 12.

"*Transaction Notice*" shall have the meaning set forth in Section 4.3(a).

"*UP*" means the Union Pacific Railroad Company, a Delaware corporation.

"*UP Covenant*" means that Perpetual Environmental Covenant and Release of Claims between CPV, the City and their Affiliates on one hand and Union Pacific Railroad Company on the other hand attached hereto as Exhibit K which will be recorded against the Site prior to the Close of Escrow.

2. THE SITE.

The "*Site*" is depicted in the Site Plan attached hereto as Exhibit A and legally described on Exhibit B attached hereto.

3. PARTIES TO THE AGREEMENT

3.1 CPV. The office of CPV is located at 495 S. Main St., 6th Floor, Las Vegas, Nevada 89101. CPV shall have the right to assign CPV's interest under this Agreement (i) to the City or an Affiliate thereof and (ii) to a purchaser of all of Symphony Park or a purchaser of a portion of Symphony Park that includes the Site, provided, however, that such assignee agrees in

writing to assume all of CPV's obligations under this Agreement. Upon such assignment and assumption, CPV shall have no further obligations or liabilities under this Agreement.

3.2 Developer. Developer is the Cleveland Clinic Foundation, an Ohio non-profit corporation. Developer's principal office is located at 9500 Euclid Avenue, Cleveland, Ohio 44195. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit G, all principals, including partners or members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer or any principal, partner or member of Developer (excluding primary, secondary or high yield financiers). Developer shall provide CPV with written notification of any material change in the above disclosure within thirty (30) days of any such change.

3.3 Assignments and Transfers. The qualifications and identity of Developer are of particular concern to the City and CPV, and it is because of such qualifications and identity that CPV has entered into this Agreement with Developer. Developer and CPV agree that:

(a) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

(b) Developer shall not directly or indirectly transfer or assign all or any part of this Agreement without the prior written approval of CPV, which approval may be withheld at CPV's sole discretion. Developer agrees that a transfer of the equity interests in Developer shall constitute a transfer or assignment of Developer's interest in this Agreement. Notwithstanding the foregoing, Developer may transfer or assign this Agreement without obtaining CPV's prior written approval to a Developer Affiliate so long as such Affiliate is non-profit Person. In the event of a transfer or assignment to a Developer Affiliate, Developer shall provide written notice to CPV along with a disclosure of principals required by Section 3.2 above.

This Agreement may be terminated by CPV if there is any change (voluntary or involuntary) in the membership or control of Developer except as expressly provided herein. Upon such termination, , Developer shall have no further rights under this Agreement.

(c) CPV shall have thirty (30) days after Developer (i) gives written notice to CPV of a proposed assignment or transfer to any Person (who must be a non-profit Person) requiring CPV's approval hereunder; and (ii) provides CPV with such information as reasonably required by CPV to make an informed decision to review and approve such assignment or transfer. Failure of CPV to disapprove any proposed assignment or transfer in writing within such thirty (30) day time period shall constitute approval thereof by CPV unless approval of the City Council is required in which case the time for such approval will be extended to the time reasonably necessary for CPV to comply with the required and customary procedures for obtaining approval of the City Council.

4. GRANT OF OPTION, ACQUISITION OF THE SITE AND PURCHASE PRICE.

4.1 Grant of Option and Exercise of Option. CPV hereby grants to Developer the option to purchase the Site (the "Option") on the terms and conditions set forth herein. Unless the Option has been suspended pursuant to Section 4.3(c) or terminated pursuant to Section 3.3(b) or Section 4.3(d) or Section 17.2(a), the Option may be exercised by Developer upon (i) written

notice of exercise of the Option to CPV within the Option Period and (ii) deposit by Developer of the Earnest Money pursuant to Section 4.2. Upon exercise of the Option by Developer, CPV agrees to convey to Developer, and Developer agrees to purchase, the Site on the terms and conditions contained herein, subject to Section 10.1 and Section 10.2 below. Developer shall close the acquisition of the Site no later than the Closing Date. In the event the Option is not exercised during the Option Period and in compliance with this Agreement, the Option shall automatically expire and be of no force and effect.

4.2 Earnest Money. Concurrently with the exercise of the Option, Developer by wire transfer shall deposit in Escrow the sum of One Million Seven Hundred Twenty-Five Thousand Dollars ($1,725,000.00). Said deposit, together with all earnings thereon, is referred to herein as the "*Earnest Money Deposit*". Developer agrees that the deposit of the Earnest Money is a condition to the effectiveness of the exercise of the Option and in the absence of the deposit of the Earnest Money any exercise of the Option will not be effective. The Earnest Money Deposit shall be held by the Escrow Agent as security for the performance by Developer of Developer's agreement to close the acquisition of the Site and shall be credited at the Closing against the Purchase Price and paid to CPV. In the event Developer does not close the acquisition of the Site by the Closing Date, and this Agreement is terminated pursuant to Section 17.2(a) below, the then entire amount of the Earnest Money Deposit shall be forfeited in full to CPV as set forth in Section 17.2(b) below.

4.3 Third Party Offer. Developer agrees that CPV shall have the absolute right from time to time during the Option Period to market the Site, or Parcel J or Parcel K individually, to third parties for sale and/or development, to solicit offers from third parties, to accept offers from third parties for the purchase and development of the Site, or for Parcel J or Parcel K individually, and to close the sale or ground lease of the Site or for Parcel J or Parcel K individually pursuant to such offers. The Parties agree that in the event that CPV receives a written offer to purchase the Site, or Parcel J or Parcel K individually, from a third party which CPV certifies that CPV is prepared to submit to City Council for approval ("*Third Party Offer*"), then:

(a) CPV shall provide to Developer written notice that CPV has accepted a Third Party Offer ("*Transaction Notice*"),and shall provide Developer with a copy of the Third Party Offer, provided, however, that CPV shall redact any information requested to be redacted by the third party offeror and Developer shall not disclose such information to any third party except to its financial advisors and attorneys without first obtaining the express written consent of CPV. CPV agrees that the Transaction Notice shall identify the parcels constituting the site which are subject to the third party offer.

(b) Developer shall then have thirty (30) days after CPV delivers a Transaction Notice to exercise the Option as required by Section 4.1 and Section 4.2.

(c) In the event Developer does not exercise the Option within such thirty (30) day period, then CPV shall be free and have the absolute right to proceed with and close the transaction pursuant to the Third Party Offer without any further notice to Developer and Developer's rights to exercise the Option shall be suspended until and if reinstated pursuant to Section 4.3(e)(ii).

(d) Upon the closing of the transaction pursuant to the Third Party Offer, this Agreement and the Option shall automatically terminate and be of no further force and effect, Developer shall have no further rights or interest in the Site and the Parties shall have no further obligation or liabilities hereunder, provided, however, that CPV agrees and shall refund and pay to Developer in full the Option Consideration within ten (10) business days of such Third Party Offer closing.

(e) CPV agrees that:

(i) upon service of a Transaction Notice, the Option Period shall automatically be tolled and be suspended as of the date of the Transaction Notice; and

(ii) in the event the transaction does not close pursuant to the Third Party Offer, then Developer's rights under this Agreement shall continue for the remaining time of the Option Period plus the period during which the Option Period was tolled commencing from the date that CPV notifies Developer that the transaction did not close pursuant to the Third Party Offer and shall continue for the then remaining period of the Option Period.

5. PURCHASE PRICE AND PAYMENT OF THE PURCHASE PRICE.

5.1 The purchase price ("*Purchase Price*") for the Site is Seventeen Million Two Hundred Fifty Thousand Dollars ($17,250,000), which represents fair market value based on current appraisals. The entirety of the remaining balance of the Purchase Price, after deduction of the Earnest Money Deposit and the Option Consideration, and after adjustment as otherwise provided for under this Agreement, shall be paid into Escrow at Closing by Developer in immediately available funds ("*Cash Balance Due*").

5.2 Option Consideration. Concurrently with the conveyance of Parcel A-2 by CPV to Developer, Developer has purchased the Option by paying to CPV the Option Consideration. Developer agrees, that except as provided in Sections 4.3(d) and Section 17.4(b), (i) the Option Consideration is nonrefundable in all respects whatsoever, including, without limitation, the failure of Developer to exercise the Option, and (ii) the Option Consideration has been paid to CPV in consideration of the granting of the Option by CPV to Developer.

5.3 Purchase Price Analysis. Except as provided in Section 5.3(c), CPV agrees that Developer shall have the one time right at any time during the Option Period to propose in writing to CPV a different Purchase Price (i) based on two MAI appraisals from appraisers on the City's approved list of appraisers completed within six months of the proposal and/or (ii) based on Developer's reasonable determination on what land value is economically feasible for the development and operation of the Project. Such proposal will be accompanied by copies of the appraisals and other analysis and materials which in Developer's reasonable opinion supports the proposed revised Purchase Price and a proposed draft amendment to this Agreement. The Parties agree to cause their respective representatives to meet in CPV's offices in Las Vegas, Nevada within five (5) business days after submittal of the proposal to review Developer's revised Purchase Price proposal and review the draft amendment. Subject in all respects to the next sentence, CPV agrees to in good faith review and consider Developer's proposal and determine if it is acceptable to CPV. Developer agrees, however, that CPV shall not be under any obligation whatsoever to accept the proposed revised Purchase Price and amendment and CPV will be unconditionally free to reject the proposal in all respects and without presenting it formally to City Council. Developer further agrees and acknowledges that:

(a) If CPV approves of the revised Purchase Price and amendment, the revised Purchase Price and amendment then will have to be submitted to and approved by the City Council which approval is discretionary and City Council will be unconditionally free to not approve the revised Purchase Price and amendment;

(b) In connection with such submittal, City Council's discretionary approval may require the adoption of a resolution finding that the sale of the Site at the revised Purchase Price and the planned development on the Site meet the economic development exemption requirements prescribed by NRS 268.063;

(c) Developer may only submit a revised Purchase Price proposal no later than ninety (90) days prior to the exercise of the Option but in no event more than one hundred eighty (180) days prior to the exercise of the Option, and Developer shall not have the right to submit a revised Purchase Price proposal in conjunction with and at the time of Developer's exercise of the Option (including, without limitation, the exercise of the Option after delivery by CPV of a Transaction Notice) and if it does so, the exercise of the Option will not be effective and will constitute a breach of this Agreement by Developer; and

(d) The Option Period shall continue to run at all times during the submittal of a revised Purchase Price submittal and nothing related thereto shall in any way toll or suspend the running of the Option Period.

6. SITE DEVELOPMENT

6.1 Generally. The Parties agree that the development of the Site shall be the Project in accordance with the Parcel JK Scope of Development and the Design Standards including the suggested square footage and parking space requirements as specified in the Design Standards.

6.2 Project Planning and Development; Project Parking

(a) The costs for all permits and approvals for the development of the Project shall be borne exclusively by Developer. Developer acknowledges and agrees that CPV does not issue any permits or approvals related to the development and construction of the Project and that all such permits or approvals must be issued by the appropriate agency having approval authority over the Project. Developer acknowledges that CPV has no authority to issue or expedite any such permits or approvals.

(b) Exhibit H attached hereto is a schedule and description of various easements and development requirements for Parcel JK which will be required in connection with the development of the Parcel JK in order to accommodate the overall development of Symphony Park.

6.3 Symphony Park Documents. Developer and CPV agree that the Site and the Project shall be part of the Symphony Park Owners Association and in connection therewith the Site and the Project shall be subject to the following which have been delivered to Developer: (a) the Amended and Restated Charter for Symphony Park Master Association and any supplements thereto; (b) the Articles of Incorporation of the Symphony Park Master Association, (c) the by-laws of the Symphony Park Master Association, the Design Standards; (e) the rules and regulations of the Symphony Park Master Association adopted from time to time; and (f) the Project JK DSLURS of Shared Parking Covenants, Conditions and Restrictions for Symphony Park (collectively referred to herein as the "*Symphony Park Documents*"). Developer agrees to accept the Site subject to the Symphony Park Documents as any may be amended, modified or restated from time to time.

6.4 Unrestricted Gaming Restriction. Developer agrees that the Deed will contain a restriction on the Site prohibiting any use of the Site that would require an unrestricted gaming license as defined in NRS 463.0177. Such restriction will run in favor of, and be enforceable by, any owner of any parcel within Symphony Park on which a use requiring an unrestricted gaming license pursuant to the NRS 463.0177 is operated or is intended to be operated. Such restriction will be in effect for a period of sixty (60) years from the date of recordation of the Deed.

6.5 CPV Obligations.

(a) Except for CPV's contribution obligations pursuant to the PEMA, Developer agrees that CPV, the City, the Agency or any Affiliates thereof shall not have any obligation whatsoever to contribute any funds or construct any on-site improvements in connection with the development of the Project.

(b) Except for CPV's contribution and indemnity obligations pursuant to the PEMA, Developer agrees that no obligation assumed by or imposed upon CPV by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against CPV shall require the payment of money by CPV, or the performance of any action by CPV, the performance of which requires money from CPV, except to the extent that funds are available for such payment or performance from City appropriations therefor lawfully made by the City. Except for CPV's contributions obligations pursuant to the PEMA, this Agreement shall not be construed as obligating the City Council to make future appropriations for the payment of monies for the performance of any obligations of CPV under this Agreement.

7. GENERAL REPRESENTATIONS AND WARRANTIES

7.1 CPV's Representations. CPV represents and warrants that as of the date hereof and as of the date of the Close of Escrow for the acquisition of each Parcel:

(a) CPV is a non-profit company duly organized and existing under the laws of the State of Nevada and is duly qualified to do business in Nevada.

(b) CPV has all requisite power and authority to enter into and perform its obligations under this Agreement, the Parcel JK DSLURS and the PEMA and the Environmental Covenant.

(c) By proper action of CPV, CPV's signatories have been duly authorized to execute and deliver this Agreement.

(d) The execution of this Agreement, the PEMA or the Parcel JK DSLURS or the Environmental Covenant by CPV does not violate any provision of any other agreement to which CPV or the City is a party.

(e) Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by CPV are necessary in connection with the execution of and performance of this Agreement, the Parcel JK DSLURS or the PEMA or the Environmental Covenant by CPV or with the performance by CPV of its obligations hereunder or under any of the other attached exhibits.

(f) There are no leases, encumbrances or options to lease or purchase affecting the Site.

(g) There are noeminent domain or similar proceedings instituted or threatened against the Site.

(h) , There are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against CPV which would inhibit CPV's ability to perform its obligations under this Agreement, the Parcel JK DSLURS or the PEMA or the Environmental Covenant.

(i) , There are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Site.

(j) The execution, delivery and performance of this Agreement, the PEMA, and the Parcel JK DSLURS or the Environmental Covenant by CPV will not (x) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CPV or the Site; or (y) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement.

(k) CPV is not currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is not the subject of an involuntary petition under the Bankruptcy Code, has not made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

7.2 Developer's Representations. Developer represents and warrants to CPV that as of the date hereof and as of the date of the Close of Escrow for the acquisition of each Parcel:

(a) Developer is a non-profit company duly organized and existing under the laws of the State of Ohio and is duly qualified to do business in Nevada.

(b) Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement, the PEMA and the Parcel JK DSLURS and the Environmental Covenant.

(c) By proper action of Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement, the PEMA and the Parcel JK DSLURS and the Environmental Covenant.

(d) The execution of this Agreement, the PEMA and the Parcel JK DSLURS and the Environmental Covenant by Developer does not violate any provision of any other agreement to which Developer is a party.

(e) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement, the PEMA or the Parcel JK DSLURS by Developer or with the performance by Developer of its obligations under this Agreement, the PEMA or the Parcel JK DSLURS or the Environmental Covenant.

(f) Developer is not currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is not the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(g) To Developer's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against Developer which would inhibit Developer's ability to perform its obligations under this Agreement, the Parcel JK DSLURS or the PEMA or the Environmental Covenant.

8. BROKERS.

Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party (the "*Indemnitor*") shall indemnify and hold harmless the other Party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby. The agreement of CPV to indemnify and hold Developer harmless is subject to the limitations and immunities granted by Chapter 41 of the Nevada Revised Statutes.

9. ESCROW

9.1 Escrow and Escrow Instructions. CPV and Developer agree that an escrow account ("*Escrow*") with Nevada Title Company, 2500 North Buffalo Drive, Suite 150, Las Vegas, Nevada 89128, Attention: Kristin Ravelo as escrow agent ("*Escrow Agent*"). This Agreement constitutes the joint escrow instructions of CPV and Developer, and a fully executed copy of the Agreement shall be delivered to Escrow Agent by CPV within three (3) business days of its execution by both Parties. CPV and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 9 in writing, delivered to CPV and to Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

9.2 Developer's Escrow Deposits. The Parties agree that the Closing will occur on or before the Closing Date.

(a) Not later than one (1) business day prior to the Closing, Developer shall deposit and deliver to Escrow Agent the following items:

(i) immediately available funds in an amount equal to the Cash Balance Due plus any prorations due from Developer pursuant to Section 13 below;

(ii) two (2) original copies, duly executed and acknowledged by Developer of the Parcel JK DSLURS and the Environmental Covenant;

(iii) Developer's certificate signed by an officer of Developer that all of Developer's representations and warranties set forth herein are true and correct in all material respects as of a respective Closing Date; and

(iv) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) Developer shall deposit into Escrow the following fees, charges and costs after Escrow Agent has notified Developer of the amount of such fees, charges and costs, but not later than one business day prior to the scheduled date for a Closing:

(i) all of the premium and costs for the Title Policy and for any special endorsements requested by Developer to be paid by Developer as set forth in Section 12 below;

(ii) all of the state, county and/or city documentary transfer tax, if any;

(iii) all of the recording costs for the Deeds and the Parcel JK DSLURS; and

(iv) all fees of Escrow Agent.

9.3 CPV's Escrow Deposits.

(a) Not later than one business day prior to the Close of Escrow, CPV will deposit with Escrow Agent the following:

(i) the Deed duly executed and acknowledged by CPV;

(ii) two (2) original copies, duly executed and acknowledged by CPV of the Parcel JK DSLURS and the Environmental Covenant;

(iii) a non-foreign transferor declaration in customary form duly executed by CPV;

(iv) CPV's certificate signed by the President or a Vice President of CPV that all of CPV's representations and warranties set forth herein are true and correct in all material respects as of a respective Closing Date; and

(v) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) CPV shall be charged with the following fees, charges and costs after Escrow Agent has notified CPV of the amount of such fees, charges and costs, which shall be deducted from CPV's proceeds at the Close of Escrow:

(i) ad valorem taxes, including any special assessments, if any, upon the Site for any time prior to conveyance of title; and

(ii) any prorations due from CPV pursuant to Section 13 below.

9.4 Additional Escrow Deposits. The Parties shall also timely deliver into Escrow (a) any transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any; (b) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (c) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

9.5 Closing Instructions. On a respective Closing Date, Escrow Agent is authorized and instructed to:

(a) Record the Deed and then any and all instruments required to be recorded pursuant to the Symphony Park Documents as it relates to the Site and then original counterparts of the Parcel JK DSLURS and the Environmental Covenant.

(b) Deliver to CPV by wire transfer or intrabank transfer funds in an amount equal to the Purchase Price as appropriately adjusted by CPV's closing costs in accordance with Section 9.3(b) above.

(c) Deliver to Developer the Title Policy.

(d) Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow (the "*Information Return*") required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

9.6 Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to CPV: (i) a copy of a Deed as recorded; (ii) the original recorded Parcel JK DSLURS and Environmental Covenant in counterparts; (iii) plain copies of the real property transfer tax declaration; and (iv) the original of Developer's certificate as to its representations and warranties; and

(b) to Developer: (i) the original of the Deed as recorded; (ii) an original of the Parcel JK DSLURS and Environmental Covenant, in counterparts; (iii) plain copies of the real property transfer tax declaration; (iv) the original of the Non-Foreign Transferor Declaration; and (v) the original of CPV's certificate as to its representations and warranties.

9.7 Funds. Unless otherwise instructed, all funds received in Escrow, including the Earnest Money Deposit, shall be deposited by Escrow Agent with other escrow funds of Escrow Agent in a general interest-bearing escrow account or accounts with any federally insured state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest-bearing escrow account or accounts as approved by Developer and CPV. Developer shall have the right to instruct Escrow Agent to invest such funds, including the Earnest Money Deposit, in an interest bearing account, U.S. Treasury Bills or Notes or such other prudent investments as approved by CPV in writing. All disbursements shall be

made by check of Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited by Developer under this Agreement shall be for the benefit of Developer and applied to the Purchase Price.

9.8 Escrow Cancellation. If Escrow is not in a condition to close before the Closing Date, the Party who shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers and documents. The Party who has not fully performed shall be solely responsible for any escrow cancellation charges. No termination or demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both CPV and Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, Escrow shall be closed as soon as possible. Nothing in this Section 9.8 shall be construed to impair or affect the rights or obligations of CPV or Developer to the respective rights and remedies granted to them pursuant to Section 17 below.

9.9 Amendments to Escrow Instructions. Any amendment of these escrow instructions shall be in writing and signed by both CPV and Developer. At the time of any amendment, Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from Escrow Agent to CPV or Developer shall be directed to the addresses and in the manner established in Section 18.5 below for notices, demands and communications between CPV and Developer.

9.10 Liability of Escrow Agent. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 9 to 13, inclusive, of this Agreement.

10. CONDITIONS TO CLOSE OF ESCROW

10.1 Conditions to Developer's Obligation to Close. Notwithstanding any other provision of this Agreement, Developer's obligation to proceed with the Close of Escrow is subject to the fulfillment by CPV or the Escrow Agent, as applicable, or the waiver by Developer of each of the conditions precedent described below, which are solely for the benefit of Developer and which shall be fulfilled or waived prior to such Close of Escrow:

(a) CPV shall not be in violation of any of its material obligations under this Agreement, including, without limitation, CPV having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by CPV as required herein;

(b) Escrow Agent is prepared to issue the Title Policy showing title to the Site to be in the condition provided for herein; and

(c) CPV's representations and warranties set forth in this agreement are true and correct in all material respects as of the Closing.

10.2 Conditions to CPV's Obligation to Close. Notwithstanding any other provision of this Agreement, CPV's obligation to proceed with the Close of Escrow for is subject to the fulfillment by Developer and the Escrow Agent, as applicable, or the waiver by CPV of each

of the conditions precedent described below, which are solely for the benefit of CPV and which shall be fulfilled or waived prior to such Close of Escrow:

(a) Developer shall not be in violation of any of its material obligations under this Agreement, including, without limitation, Developer having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Developer as required herein; and

(b) Developer's representations and warranties set forth in this agreement are true and correct in all material respects as of the Closing.

10.3 Possession. Possession of the Site shall be delivered to Developer on the Closing Date.

11. CONDITION OF TITLE. CPV shall convey to Developer fee simple title to the Site subject to those exceptions and matters shown on the Preliminary Title Report issued by First American Title Company dated as of November 3, 2015 as Order Number 761672 as set forth on Exhibit I attached hereto and subject to (i) the UP Covenant and (ii) those easements described in Exhibit H and (iii) such other matters as approved by Developer provided that such approval shall not materially interfere or restrict the development of the Site.

12. TITLE INSURANCE. Concurrently with recordation of the Deed , and as a condition of Closing, Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy in the amount designated by Developer issued by Escrow Agent insuring that title to the Site is vested in Developer and/or its assignee in the condition required by Section 11 of this Agreement (the "*Title Policy*"). Developer shall pay the cost of the Title Policy and the full cost of any special endorsements requested by Developer.

13. PRORATIONS. Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses of the Site with respect to the period prior to the Close of Escrow shall be for the account of CPV, and all revenues, income and expenses of the Site with respect to the period after the Close of Escrow shall be for the account of Developer. To the extent practicable, CPV and Developer shall request cut-off statements of expenses as of the Close of Escrow. If cut-off statements are not available, the expenses shall be prorated as of the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty-five (365) day year, and shall be paid or credited by CPV to Developer or by Developer to CPV, as the case may be, at the Close of Escrow. In addition, if any of the expenses cannot be accurately allocated on the Close of Escrow, the same shall be allocated as soon as practicable after the Close of Escrow, but not more than ninety (90) days thereafter, and either CPV or Developer shall promptly pay to the other the sum determined pursuant to such subsequent allocation.

14. AS-IS SALE

14.1 Developer Feasibility Review. Developer agrees and acknowledges that it has adequate time pursuant to the DDA to determine the feasibility of the development of the Site and received the full cooperation of CPV in connection therewith. Developer agrees that it only shall be entitled to a refund of the Earnest Money Deposit in the event of a CPV default under Section 17.3 below.

14.2 As Is Nature of Transaction. Except as provided for herein or in the PEMA, Developer acknowledges and agrees that the Site is to be sold and conveyed to and

accepted by Developer in an "as is" condition with, if any, all faults and defects. Except as provided for herein or in the PEMA, CPV makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, CPV makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement and the Exhibits hereto, constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings. In connection therewith, Developer further agrees as follows:

(a) Except as provided in the PEMA, Developer, for itself, its successor and assigns, and for each and every subsequent owner or lessee of the Site ("*Releasing Parties*") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against CPV, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Substances, Environmental Claims or other violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. Developer hereby agrees to hold harmless and indemnify the City Parties from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by the City Parties after a Close of Escrow of any Parcel to Developer arising in any way from (i) the presence of Hazardous Substances or environmental conditions at, on, beneath or from such Parcel, (ii) Environmental Claims or (iii) the application of Environmental Laws to the Site.

(b) Except as provided in the PEMA, CPV hereby releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which CPV has or may have in the future against Developer, its members, managers, officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which CPV now has or which CPV may have in the future on account of or in any way arising out of or in connection with Hazardous Substances or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site prior to the Close of Escrow.

(c) Developer agrees that it will take the Site subject to the UP Covenant which will be recorded against the Site at or prior to the Close of Escrow. Except as provided in the PEMA, Developer agrees to perform all obligations under the Soil Management Plan in regards to all Hazardous Substances on the Site and the compliance with all Environmental Laws relating to the Site. Developer agrees to enter into the Environmental Covenant at the Close of Escrow ("*Environmental Covenant*") whereby (i) UP is released from any UP Obligations as defined in the UP

Covenant, (ii) except as provided in the PEMA, Developer agrees to comply with the Soil Management Plan in connection with the development and use of the Site, (iii) agrees to indemnify and hold harmless CPV from any liabilities in the event of non-compliance with the Soil Management Plan by Developer and (iv) incorporates the release set forth in Section 14.2(a) above)

(d) Except as provided in the PEMA, Developer agrees that CPV is making no representations or warranties regarding the environmental conditions or any other condition of the Site.

14.3 Survival. Section 6.2(c), Article 7, Article 8 and Section 14.2 shall survive any termination of this Agreement and Close of Escrow hereunder.

15. CONVEYANCE FREE OF POSSESSION.

The Site shall be conveyed free of any possession or right of possession by any other Person except subject to the title matters set forth in Section 11 above.

16. GOVERNMENTAL PERMITS.

Nothing in this Agreement shall affect the responsibility of Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. Developer shall be responsible for the payment of all permit fees and any other fees in connection with the development and construction of the Project. Developer acknowledges and agrees that CPV does not issue any permits or approvals related to the development and construction of the Project and that all such permits or approvals must be issued by the respective agency having approval authority.

17. DEFAULT AND REMEDIES

17.1 Developer Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a Developer event of default hereunder:

(a) The failure by Developer to timely deliver (i) the Earnest Money Deposit; (ii) the Cash Balance Due; (iii) the deposits as required by Section 9.2and 9.4 above, unless such failure is as a result of the failure of CPV or the Escrow Agent to fulfill the conditions precedent to Developer's obligation to Close Escrow as set forth in Section 10.1 above; or (iv) the failure of CPV's conditions to proceed with a Close of Escrow as set forth in Section 10.2 above unless such failure was caused by CPV's failure to fulfill conditions set forth in Section 10.1 above;

(b) Subject to (a) above, Developer fails to Close Escrow as required by Section 4.1 above;

(c) The filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its

creditors generally; or Developer's becoming insolvent in the sense that Developer is unable to pay its debts as they mature or in the sense that Developer's debts exceed the fair market value of Developer's assets;

(d) Except for defaults pursuant to Section 17.1(a) above, the failure of Developer to perform any material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by Developer within the relevant cure period set forth below. Developer shall cure any monetary default within five (5) business days after receipt of written notice from CPV. Developer shall cure any nonmonetary default within ten (10) business days after receipt of written notice from CPV; *provided, however*, (i) that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then Developer shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion; and (ii) no such cure period shall in any way extend the Closing Date and Developer's obligation to close the Site by the Closing Date ; or

(e) Any of Developer's representations and warranties set forth in Section 7.2 above is found to be untrue in any material way as of a respective Closing Date.

17.2 CPV'S REMEDY.

(a) If a Developer event of default occurs as described in Section 17.1 above, CPV may by written notice to Developer terminate this Agreement. Upon such termination Developer shall have no further rights or obligations under this Agreement and shall have no right to acquire the Site.

(b) In the event this Agreement is terminated pursuant to Section 17.2(a) above, THEN CPV MAY RETAIN AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT THEN REMAINING IN ESCROW TOGETHER WITH ALL EARNINGS THEREON AS CPV'S LIQUIDATED DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE SITE AS REQUIRED BY SECTION 4 ABOVE. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CPV AND DEVELOPER THAT CPV'S ACTUAL DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE SITE WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:
CPV: _____
DEVELOPER: _____

17.3 CPV's Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a CPV event of default hereunder:

(a) (i) the failure of CPV to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement unless such failure is as a result of the failure of Developer or the Escrow Agent to satisfy one or more of the conditions precedent set forth in Section 10.2 to CPV's obligation to Close Escrow or (ii) the failure of Developer's conditions to proceed with a Close of Escrow as set forth in Section 10.1 above unless such failure was caused by Developer's failure to fulfill conditions set forth in Section 10.2 above; or

(b) any of CPV's representations and warranties set forth in Section 7.1 above shall be untrue in any material way as of a respective Closing Date;

(c) the failure to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by CPV within five (5) business days after receipt of written notice from Developer for a monetary default or within ten (10) business days after receipt of written notice from Developer for a nonmonetary default ; *provided, however*, (i) that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then CPV shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion; and (ii) no such cure period shall in any way extend the Closing Date and CPV's obligation to close the Site by the Closing Date ; or

(d the filing of a petition or the institution of proceedings of, by, or against CPV pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or CPV making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or CPV becoming insolvent in the sense that CPV is unable to pay its debts as they mature or in the sense that CPV's debts exceed the fair market value of CPV's assets.

17.4 Developer's Remedies. In the event of a default by CPV prior to the Close of Escrow, Developer's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such default;

(b) to terminate this Agreement and on such termination (i) CPV shall be obligated to return the Earnest Money Deposit and release any interest it may have in the Earnest Money Deposit and to cause the same to be refunded to Developer and (ii) to repay the Option Consideration to Developer, and upon such payments, CPV shall have no further liability whatsoever to Developer; or

(c) to demand specific performance of CPV's obligations under this Agreement without an abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of CPV for damages resulting from CPV's event of default.

18. MISCELLANEOUS PROVISIONS

18.1 Time of the Essence. Time is of the essence of this Agreement and every obligation hereunder.

18.2 Survival. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, including without limitation, the PEMA, shall survive the recordation of any deed and shall not be deemed merged into such deed.

18.3 Successors and Assigns. This Agreement shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Agreement regarding assignment.

18.4 Non-Liability of City Officials and Employees. No official or employee of CPV or the City shall be personally liable to Developer for any default or breach by CPV, for any amount which may become due to Developer or for any obligation of CPV under the terms of this Agreement.

18.5 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV:
City Parkway V, Inc.
c/o Economic and Urban Development
495 S. Main Street, 6th Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: William Arent, Director

And:
City Attorney's Office
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov
Attn: Teri Ponticello, ESQ.

If to Developer:
Cleveland Clinic Foundation
9500 Euclid Ave. (H-18)
Cleveland, Ohio 44195
Attn: Chief of Operations

And:
Cleveland Clinic Foundation
9500 Euclid Ave. (H-18)
Cleveland, Ohio 44195
Attn: Chief Legal Officer

And:
Cleveland Clinic Foundation
9500 Euclid Ave. (CC-46)
Cleveland, Ohio 44195
Attn: Director of Construction of Facilities and Real Estate

18.6 Subsequent CPV Approvals. The President of CPV or such other person as CPV may designate in writing to Developer is authorized to give any approval of CPV required or permitted by the terms of this Agreement. If there is no time specified herein for CPV's approval, Developer may submit a letter requiring CPV's approval within fifteen (15) days after submission to CPV or such approvals shall be deemed granted. Notwithstanding the foregoing,

Developer acknowledges that some approvals will require review and approval by the City Council. In such cases, the Parties shall comply with the required processes of submitting matter for review and approval by City Council.

18.7 Entire Agreement, Amendments and Waivers. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit A through Exhibit K, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties.

This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. 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 amendments hereto must be in writing and signed by the appropriate authorities of CPV and Developer.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

18.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

18.9 Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

18.10 Captions. The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

18.11 Counterparts. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

18.12 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

18.13 Open Records Law. Developer acknowledges that all documents submitted to CPV and/or the City are subject to Nevada Open Records Law set forth in Chapter 239 of Nevada Revised Statutes.

18.14 Days. All references to "*days*" in this Agreement are to consecutive calendar days unless business days are specified.

18.15 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

19. TIME FOR ACCEPTANCE OF AGREEMENT BY CPV. This Agreement was approved on _____, 2016 by the City Council. The effective date of this Agreement shall be the date of CPV's approval of this Agreement as indicated on the signature page below (the "*Effective Date*").

[SIGNATURES ON THE NEXT PAGE]

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

CPV

CITY PARKWAY V, INC., a Nevada non-profit corporation

By: _____
Elizabeth N. Fretwell
President

ATTEST:

_____
Scott D. Adams, Secretary

APPROVED AS TO FORM:

_____
Date

DEVELOPER

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By: _____
William M. Peacock, III
Chief of Operations

Execution Date:

_____

LIST OF EXHIBITS

EXHIBIT "A"	DEPICTION OF SITE
EXHIBIT "B"	LEGAL DESCRIPTION OF SITE
EXHIBIT "C"	FORM OF DEED
EXHIBIT "D"	PARCEL JK SCOPE OF DEVELOPMENT
EXHIBIT "E"	PARCEL JK DSLURS
EXHIBIT "F"	PEMA
EXHIBIT "G"	DISCLOSURE OF PRINCIPALS
EXHIBIT "H"	EASEMENT AND DEVELOPMENT ISSUES
EXHIBIT "I"	TITLE REPORT FOR THE SITE
EXHIBIT "J"	ENVIRONMENTAL COVENANT
EXHIBIT "K"	UP COVENANT

Exhibit A

Depiction of Parcels

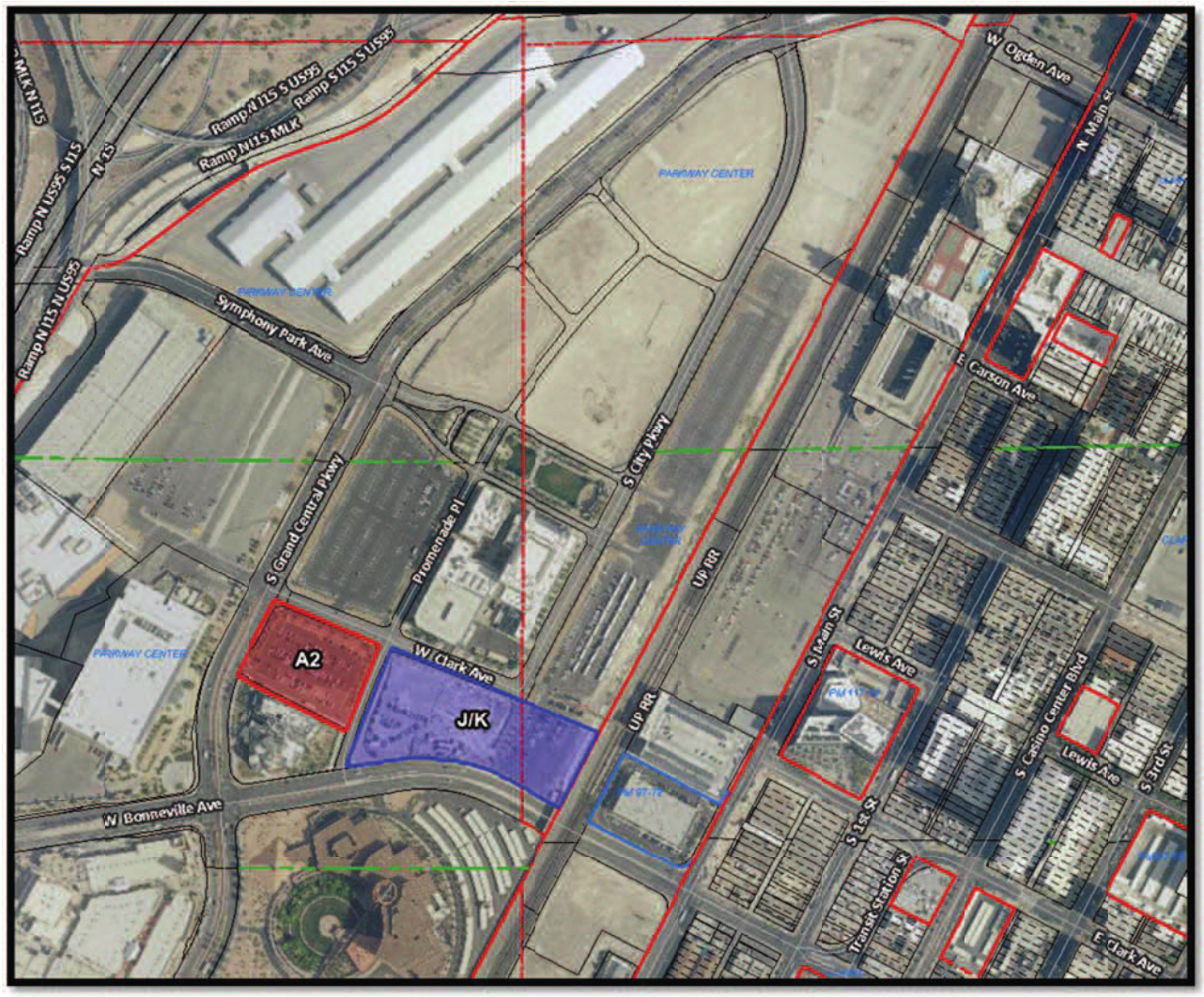


Exhibit B

Date: May 17, 2007
N. Hauge

LEGAL DESCRIPTION

PARCEL J
A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING *AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE, NORTH 81°09'57" EAST, 402.28 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 17°53'58" EAST, 99.45 FEET TO THE* ***POINT OF BEGINNING****; THENCE CONTINUING ALONG SAID LINE NORTH 17°53'58" EAST, 80.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,036.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°15'08", AN ARC LENGTH OF 257.71 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 64°50'54" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°57'00", AN ARC LENGTH OF 45.53 FEET; THENCE SOUTH 67°53'54" EAST, 417.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 340.91 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 81°04'54" WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°13'16", AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH 20°48'03" WEST, 22.88 FEET; THENCE SOUTH 27°53'43" WEST, 160.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID BONNEVILLE AVENUE, A POINT ON THE SOUTHERLY LINE OF SAID LOT 5 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 550.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 21°54'36" WEST; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 30°44'39", AN ARC LENGTH OF 295.12 FEET; THENCE SOUTH 81°09'57" WEST, 142.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 23°34'12" EAST; THENCE DEPARTING SAID SOUTHERLY LINE AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°19'46", AN ARC LENGTH OF 44.15 FEET TO THE* ***POINT OF BEGINNING****.*

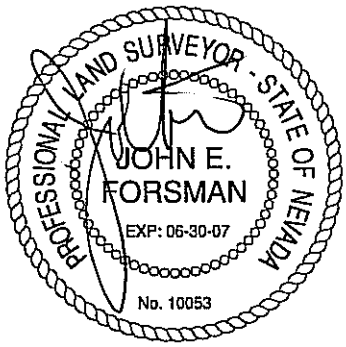
CONTAINING 3.11 ACRES, MORE OR LESS.

Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.



5-17-07

John E. Forsman, PLS
Professional Land Surveyor
Nevada License No. 10053

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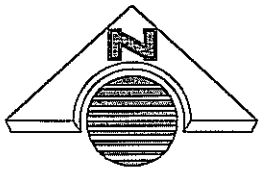
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



GRAND CENTRAL PARKWAY

UNION PACIFIC RAILROAD

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS
APN: 139-34-110-003

SEE DETAIL ON SHEET 4

POINT OF BEGINNING

PARCEL A-2 (FILE 163, PAGE 35 OF SURVEYS)

PARCEL A1 (FILE 163, PAGE 35 OF SURVEYS)

PARCEL J
3.11 ACRES

(BASIS OF BEARINGS) (N03°50'03"W)

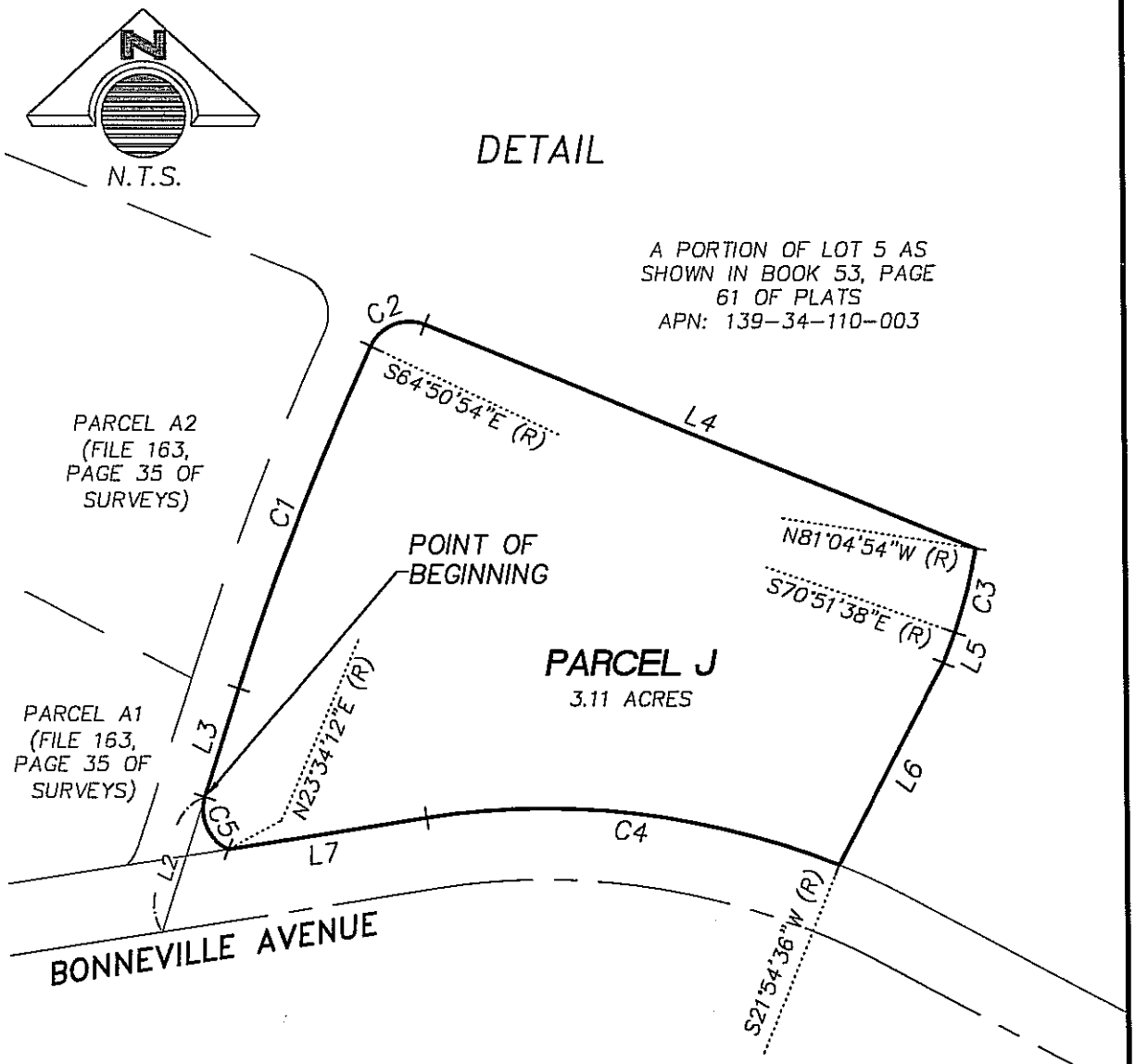
L1

BONNEVILLE AVENUE

POINT OF COMMENCEMENT

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	402.28'
L2	N17°53'58"E	99.45'
L3	N17°53'58"E	80.13'
L4	S67°53'54"E	417.69'
L5	S20°48'03"W	22.88'
L6	S27°53'43"W	160.08'
L7	S81°09'57"W	142.27'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	2036.00'	07°15'08"	257.71'	129.03'
C2	30.00'	86°57'00"	45.53'	28.44'
C3	340.91'	10°13'16"	60.82'	30.49'
C4	550.00'	30°44'39"	295.12'	151.21'
C5	30.00'	84°19'46"	44.15'	27.17'

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PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

Date: May 17, 2007
N. Hauge

LEGAL DESCRIPTION

PARCEL K

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

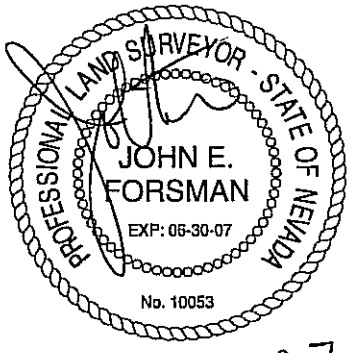
COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE THE FOLLOWING THREE(3) COURSES: (1) NORTH 81°09'57" EAST, 600.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; (2) THENCE SOUTHEASTERLY ALONG SAID CENTERLINE AND CURVE, THROUGH A CENTRAL ANGLE OF 36°45'51", AN ARC LENGTH OF 320.83 FEET; (3) SOUTH 62°04'12" EAST, 204.98 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 27°55'34" EAST, 50.00 FEET TO A POINT THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE, THE SOUTHEAST CORNER OF LOT 5 AS SHOWN ON SAID PLAT AND THE **POINT OF BEGINNING**; THENCE ALONG THE SOUTHERLY LINE THEREOF THE FOLLOWING TWO(2) COURSES: (1) NORTH 62°04'12" WEST, 204.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 550.00 FEET; (2) THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°01'12", AN ARC LENGTH OF 57.79 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 27°53'43" EAST, 160.08 FEET; THENCE NORTH 20°48'03" EAST, 22.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 340.91 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 70°51'38" WEST THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°13'16", AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH 67°53'54" EAST, 17.47 FEET; THENCE NORTH 27°53'43" EAST, 28.14 FEET; THENCE SOUTH 67°53'54" EAST, 264.15 FEET TO THE WESTERLY LINE OF SAID LOT 5; THENCE ALONG SAID WESTERLY LINE, SOUTH 27°55'16" WEST, 295.44 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 5 AND **POINT OF BEGINNING**.

CONTAINING 74,745 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.



John E. Forsman, PLS
Professional Land Surveyor
Nevada License No. 10053

5-17-07

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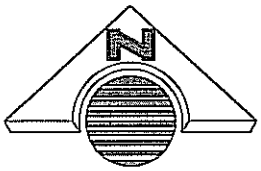
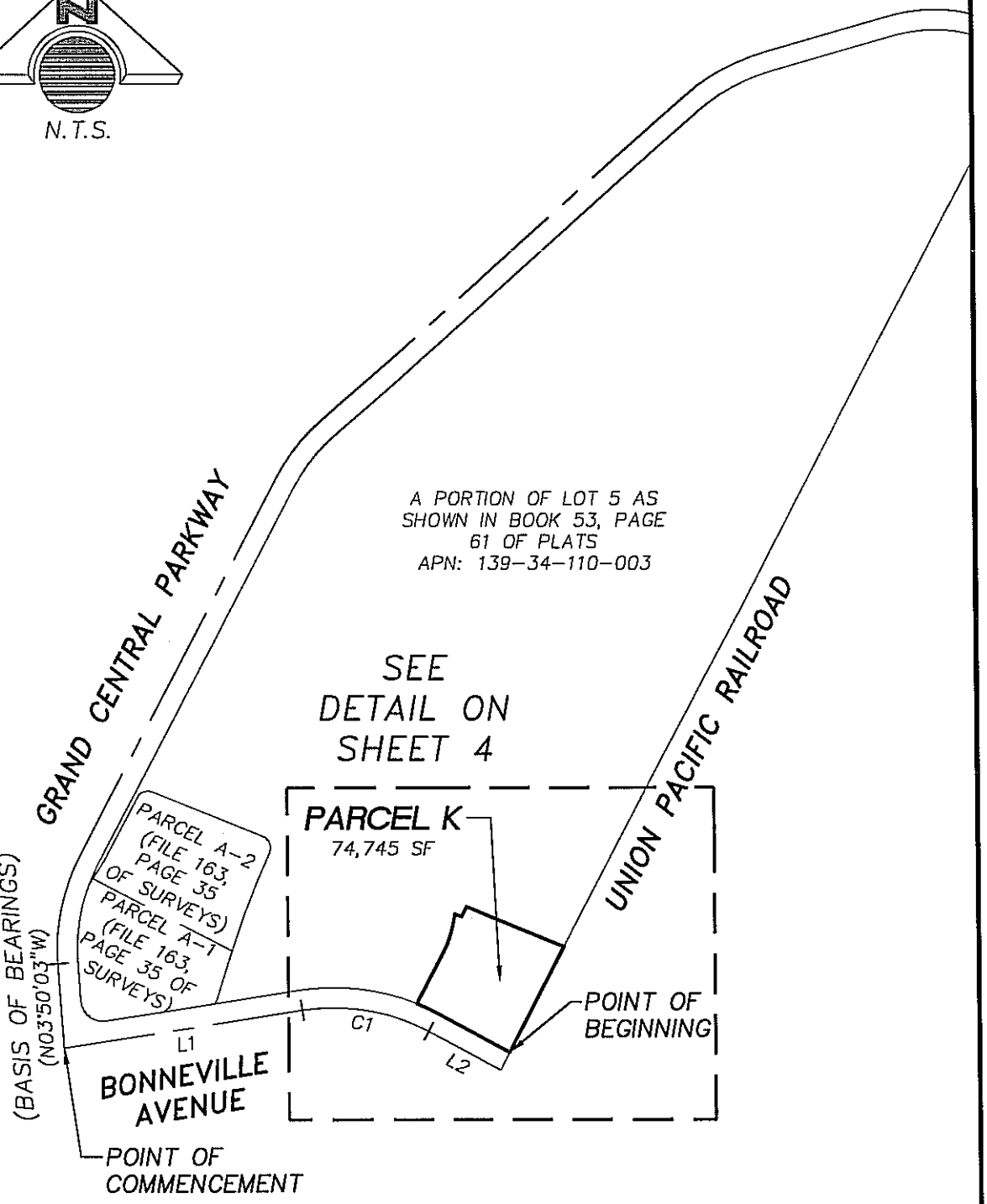
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION





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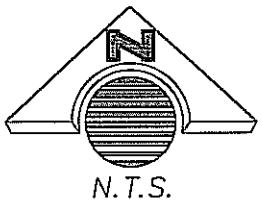
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

DETAIL



N.T.S.

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS
APN: 139-34-110-003

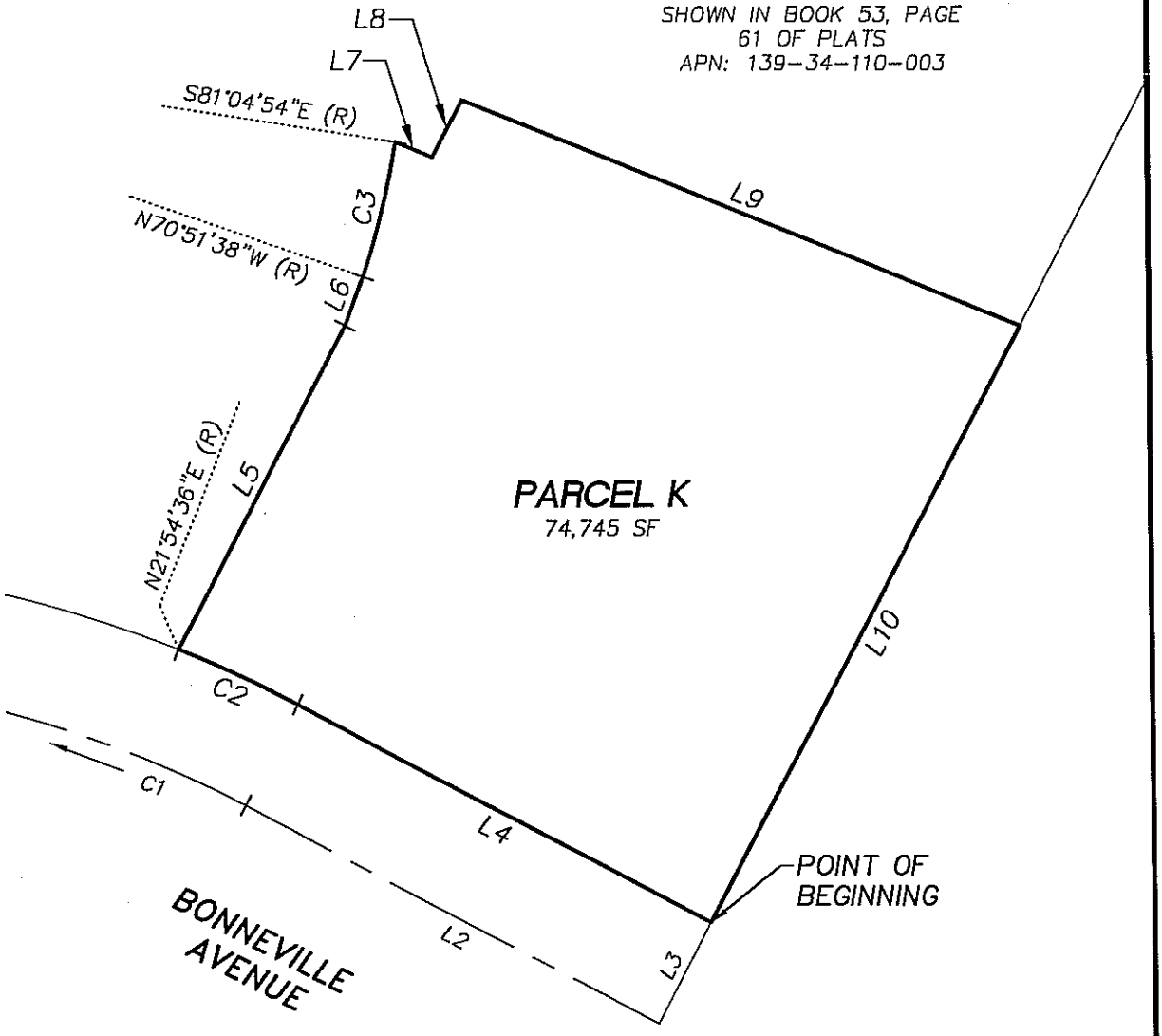


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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	600.00'
L2	S62°04'12"E	204.98'
L3	N27°55'34"E	50.00'
L4	N62°04'12"W	204.98'
L5	N27°53'43"E	160.08'
L6	N20°48'03"E	22.88'
L7	S67°53'54"E	17.47'
L8	N27°53'43"E	28.14'
L9	S67°53'54"E	264.15'
L10	S27°55'16"W	295.44'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	36°45'51"	320.83'	166.15'
C2	550.00'	06°01'12"	57.79'	28.92'
C3	340.91'	10°13'16"	60.82'	30.49'

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LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT C

APN No(s): _____
_____

WHEN RECORDED MAIL TO:

Cleveland Clinic Foundation
Attn: Director of Construction of Facilities and Real Estate
9500 Euclid Ave. (CC-46)
Cleveland, OH 44195

MAIL TAX STATEMENTS TO:

Cleveland Clinic Foundation
Attn: Director of Construction of Facilities and Real Estate
9500 Euclid Ave. (CC-46)
Cleveland, OH 44195

GRANT BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the CITY PARKWAY V, INC., a Nevada non-profit corporation, ("*Grantor*"), do hereby grant, bargain, sell and convey to CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("*Grantee*") all right, title, and interest in and to that certain real property situated in the City of Las Vegas, Clark County, Nevada bounded and legally described in Exhibit A attached hereto and incorporated herein by this reference (the "*Real Property*").

Together with, all and singular, the tenements, hereditaments and appurtenances belonging, or in anywise appertaining.

To have and to hold, the Real Property described above with the appurtenances, unto Grantee, and to Grantee's heirs, successors and assigns forever.

[Insert Gaming Restriction]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on by its officer thereunto duly authorized this ____ day of _____, 2016.

Signatures on the next page.]

GRANTOR:

CITY PARKWAY V, INC., a Nevada non-profit corporation

By: _____
Elizabeth N. Fretwell, President

APPROVED AS TO FORM:

_____
Date

STATE OF NEVADA }
} ss.
COUNTY OF CLARK }

This instrument was acknowledged before me on _____, 2016 by _____.

WITNESS my hand and official seal.

STATE OF NEVADA }
} ss.
COUNTY OF CLARK }

This instrument was acknowledged before me on _____, 2016 by _____.

WITNESS my hand and official seal

Date: May 17, 2007
N. Hauge

Exhibit 'A'

LEGAL DESCRIPTION

PARCEL J

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING *AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE, NORTH 81°09'57" EAST, 402.28 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 17°53'58" EAST, 99.45 FEET TO THE* ***POINT OF BEGINNING****; THENCE CONTINUING ALONG SAID LINE NORTH 17°53'58" EAST, 80.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,036.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°15'08", AN ARC LENGTH OF 257.71 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 64°50'54" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°57'00", AN ARC LENGTH OF 45.53 FEET; THENCE SOUTH 67°53'54" EAST, 417.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 340.91 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 81°04'54" WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°13'16", AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH 20°48'03" WEST, 22.88 FEET; THENCE SOUTH 27°53'43" WEST, 160.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID BONNEVILLE AVENUE, A POINT ON THE SOUTHERLY LINE OF SAID LOT 5 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 550.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 21°54'36" WEST; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 30°44'39", AN ARC LENGTH OF 295.12 FEET; THENCE SOUTH 81°09'57" WEST, 142.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 23°34'12" EAST; THENCE DEPARTING SAID SOUTHERLY LINE AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°19'46", AN ARC LENGTH OF 44.15 FEET TO THE* ***POINT OF BEGINNING****.*

CONTAINING 3.11 ACRES, MORE OR LESS.

Horizon Surveys
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BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

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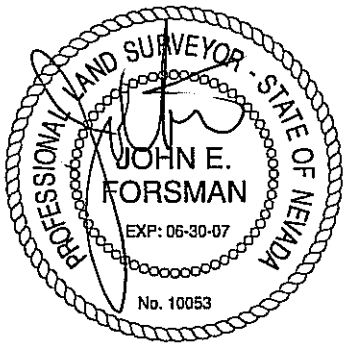

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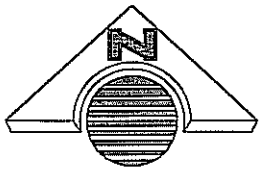

GRAND CENTRAL PARKWAY

UNION PACIFIC RAILROAD

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS
APN: 139-34-110-003

SEE DETAIL ON SHEET 4

POINT OF BEGINNING

PARCEL A-2 (FILE 163, PAGE 35 OF SURVEYS)

PARCEL A1 (FILE 163, PAGE 35 OF SURVEYS)

PARCEL J
3.11 ACRES

(BASIS OF BEARINGS) (N03°50'03"W)

L1

BONNEVILLE AVENUE

POINT OF COMMENCEMENT

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
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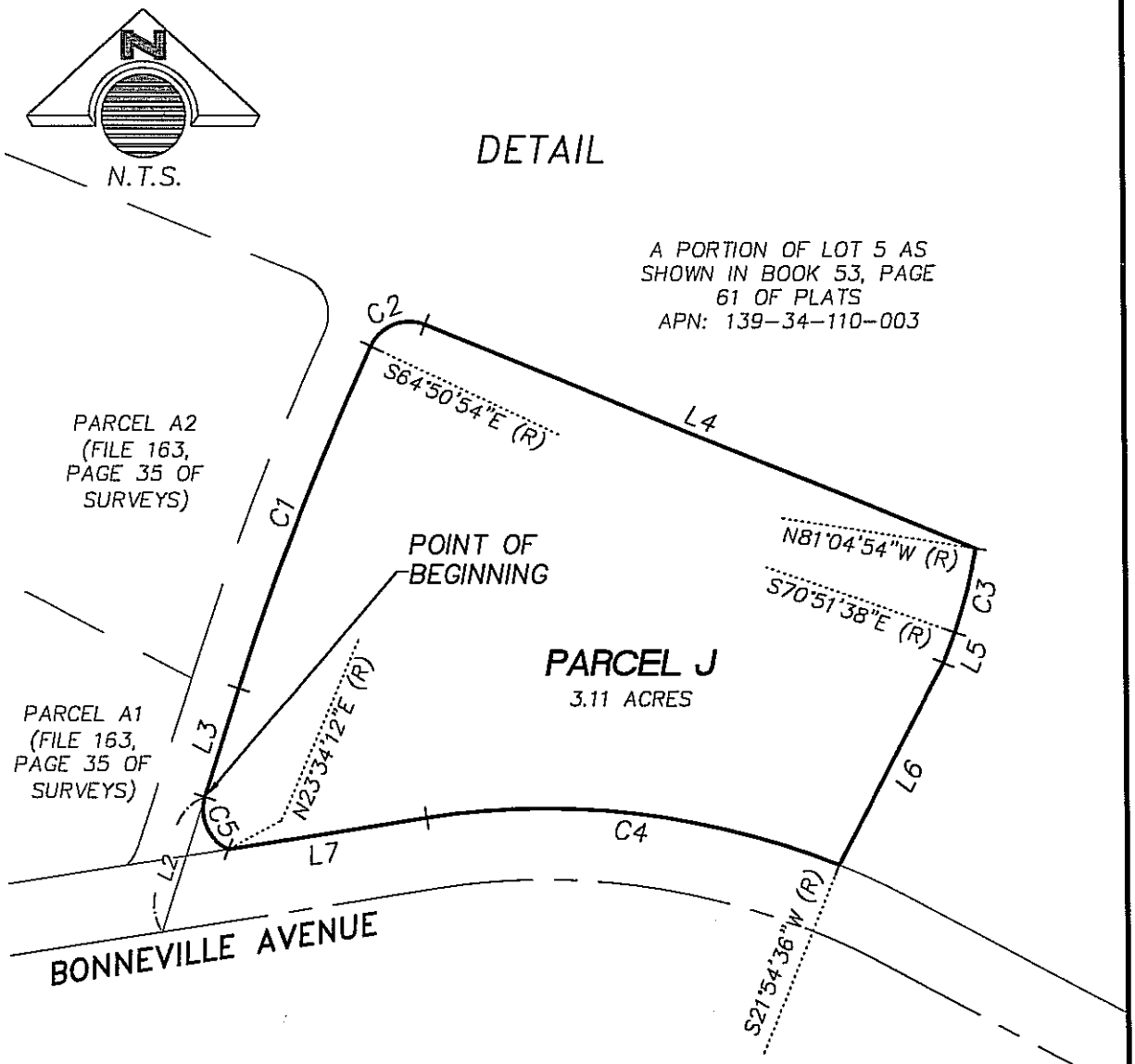

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

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WWW.HORIZONSURVEYS.COM

Date: May 17, 2007
N. Hauge

Exhibit 'A'

LEGAL DESCRIPTION

PARCEL K

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

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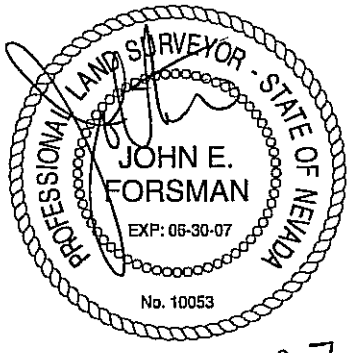
CONTAINING 74,745 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.



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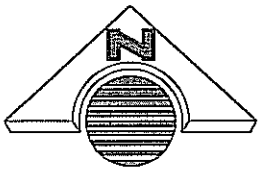

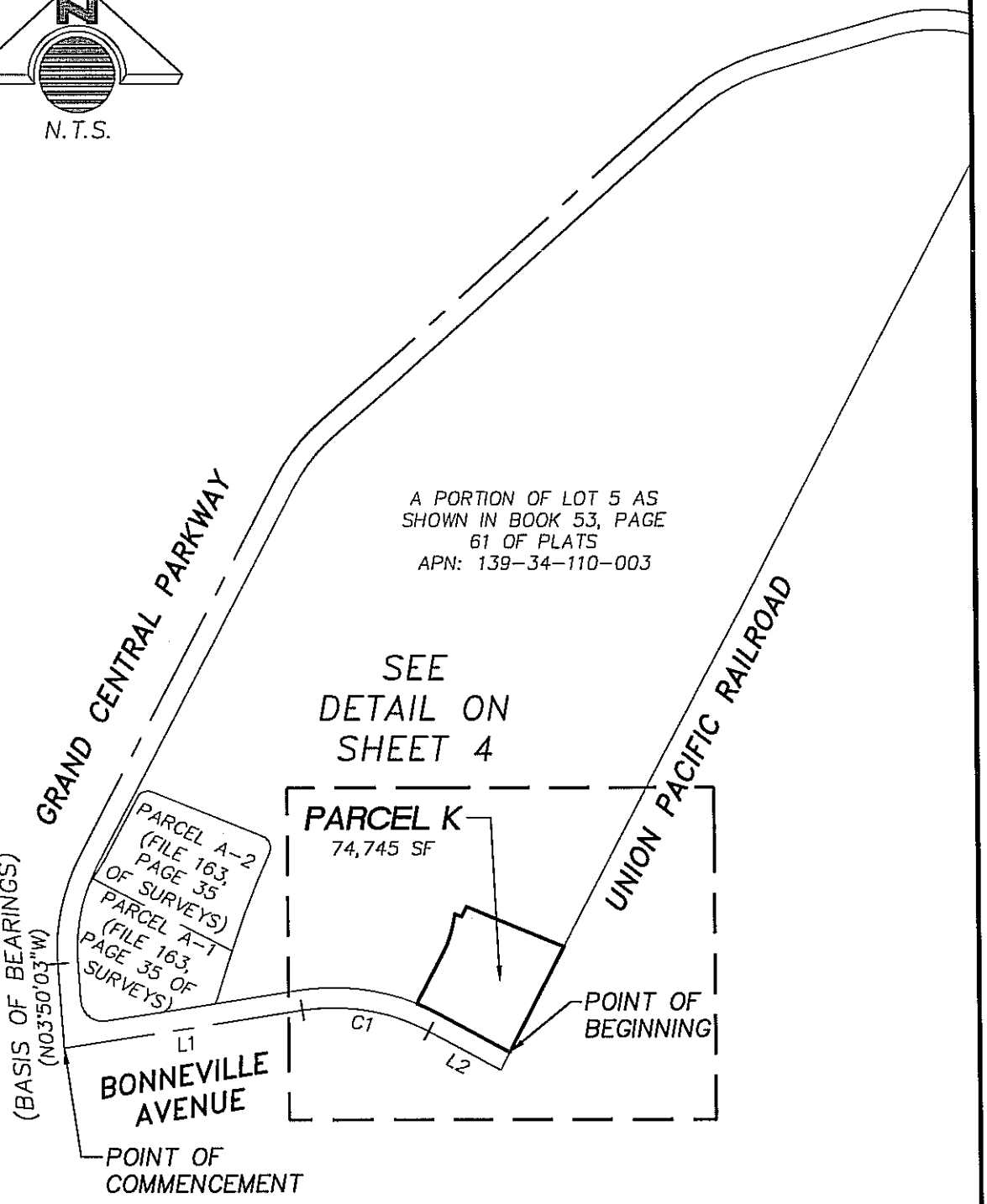

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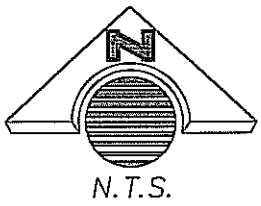
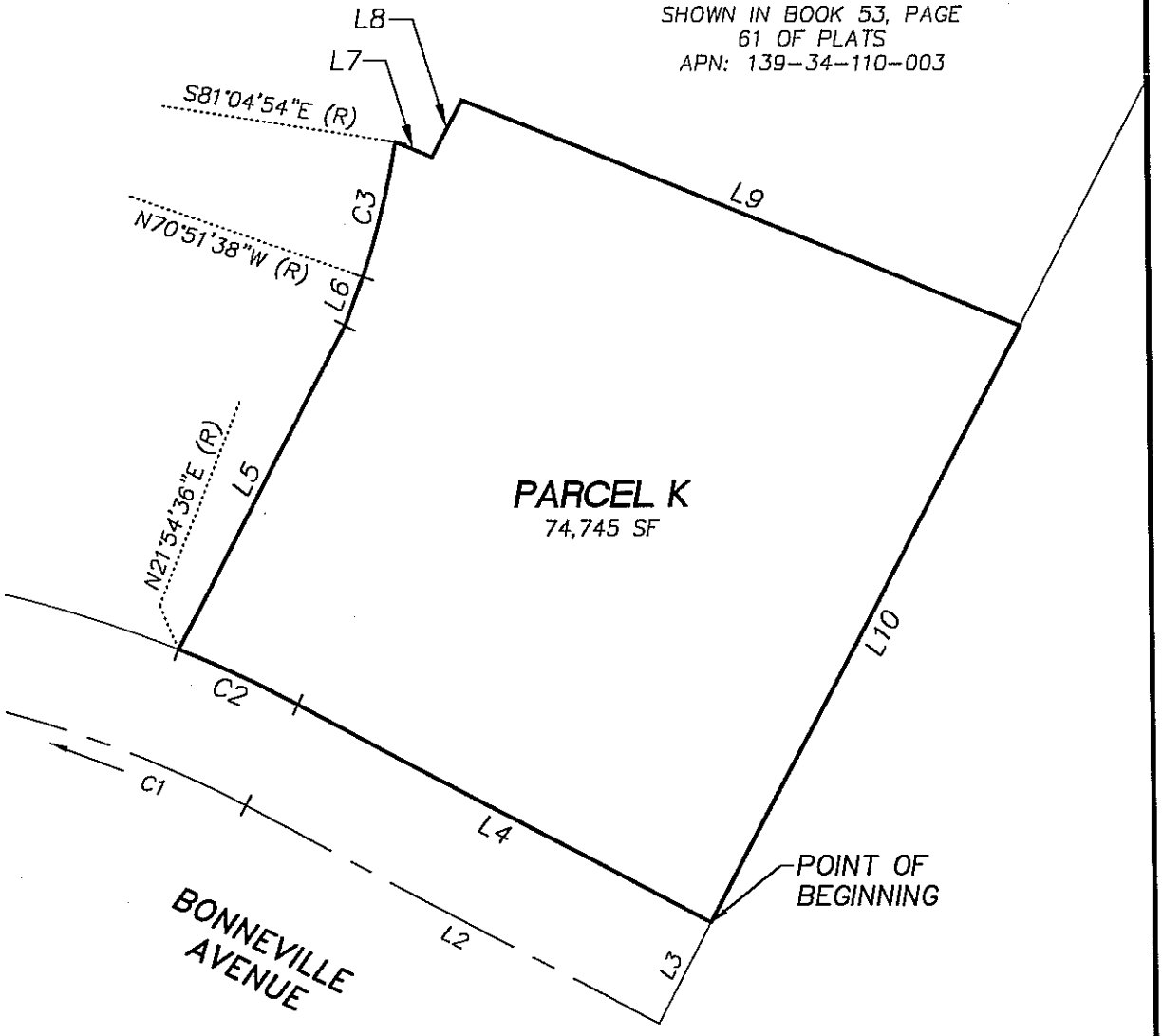
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

DETAIL



N.T.S.

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS
APN: 139-34-110-003



HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	600.00'
L2	S62°04'12"E	204.98'
L3	N27°55'34"E	50.00'
L4	N62°04'12"W	204.98'
L5	N27°53'43"E	160.08'
L6	N20°48'03"E	22.88'
L7	S67°53'54"E	17.47'
L8	N27°53'43"E	28.14'
L9	S67°53'54"E	264.15'
L10	S27°55'16"W	295.44'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	36°45'51"	320.83'	166.15'
C2	550.00'	06°01'12"	57.79'	28.92'
C3	340.91'	10°13'16"	60.82'	30.49'

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Exhibit D

Scope of Development – Parcel J/K

Cleveland Clinic Foundation, an Ohio non-profit corporation (*"Developer"*) intends to acquire approximately 4.84 acres more or less of real property located within the real estate development owned by City Parkway V, Inc. a Nevada not-for-profit company (*"Owner")* and commonly referred to Parcel J/K of Symphony Park.

The Developer intends to initially construct an approximately 198,000 s.f. Business Occupancy Outpatient Medical Facility consisting of medical offices, ambulatory surgical center and related amenities. The initial phase is intended to consist of 4 levels plus an interstitial floor and a below grade level. Future phases may include vertical expansion up to an additional 132,000 s.f. This could bring the structure to a total of 9 levels above grade and one level below grade. The facility may consist of a Family Health Center, Procedure Rooms, Exam Rooms, Laboratory Spaces, Doctor's Offices, Waiting Spaces, Staff Resources, Surgery Center, Operating Rooms, Sterile Core, Pre + Post Operative Spaces, Nurse Stations, Pre-Admission Services, Materials Management, Visitor Services, Pharmacy, Consultation Rooms, Gift Shop, Conference Rooms, Food Services & Public Lobby.

Parking will be landscaped surface parking on Parcel J/K or through arrangements on nearby parcels or through arrangements with surrounding parking providers. A structured parking deck will be constructed when conditions demand.

The architecture is intended to be glass curtain wall with horizontal sun shade louvers & terra cotta rain screen, pre-cast concrete panels and a metal and glass vehicle canopy. The parking structure is intended to be constructed of pre-cast concrete panels and woven wire mesh as siding.

EXHIBIT E

APN NO: _____

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
495 South Main St. 6th Floor
Las Vegas, Nevada 89101
Attention: Office of Economic and Urban Development

(Space Above Line For Recorder's Use)

DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO RECONVEY

THIS DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO RECONVEY ("*Declaration*") is made as of _____, 20___, by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("*CPV*"), and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("*Developer*"). CPV and Developer are individually or collectively referred to herein as "Party" or "Parties."

WITNESSETH:

A. WHEREAS, CPV has conveyed to Developer that site, which is more particularly described in Exhibit "A" attached hereto (the "*Site*");

B. WHEREAS, the Site is part of Symphony Park, which is more particularly described in Exhibit "B" attached hereto;

C. WHEREAS, in consideration of such conveyance, Developer has agreed that it is acquiring the Site to develop the Project (hereinafter defined) in accordance with the Restrictions set forth herein.

D. WHEREAS, CPV is conveying the Site to Developer on the basis of Developer's continuing compliance with the Restrictions, including the construction of the Project and the operation of the Project as a Non-Profit Use (hereinafter defined);

E. WHEREAS, but for such representations by Developer, and Developer's unique skills, expertise and suitability in development of the Site and construction and operation of the Specific Facilities described below, CPV would not have conveyed the Site to Developer; and

F. WHEREAS, as part of the conveyance of the Site to Developer, Developer and CPV have agreed on an allocation of responsibilities for the environmental conditions of the Site.

NOW, THEREFORE, in consideration of the foregoing (including the conveyance of the Site by CPV to Developer), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Developer, the Parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1 Statement of General Purposes. Among the distinguishing characteristics of Symphony Park are the clear delineation of use areas throughout Symphony Park, together with the strict exercise of architectural and occupancy controls over individual construction projects, so as to ensure the harmonious growth and development of Symphony Park and the maximization of the value of CPV's remaining land holdings and Symphony Park as a whole. In addition to those general concerns, it is vitally important to CPV that development on those parcels of property (including the Site) that CPV from time to time elects to sell to third parties be consistent with CPV's master plan for Symphony Park. Should the development conditions imposed by CPV be materially violated, Symphony Park and its planned development could be negatively impacted.

This Declaration is made in order to promote these purposes, and the Parties intend that these Restrictions, and all other declarations supplemental hereto, will be understood and construed in furtherance of said purposes.

1.2 Certain Definitions.

"*Affiliate*" or "*Affiliates*" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term "*control*" (including the terms "*controlled by*" and "*under common control with*") shall mean the possession, directly or indirectly, of a Controlling Interest. Unless the context otherwise requires, any reference to "*Affiliate*" in this Declaration shall be deemed to refer to an Affiliate of Developer.

"*City*" means the city of Las Vegas, Nevada a political subdivision of the State of Nevada.

"*Commence Construction*" or "*Commencement of Construction*" means the pouring of concrete for the foundations of the primary buildings of the Project and the continuous construction of the Project.

"*Completion of Construction*" as to any portion of the Project shall mean the date that such portion receives a temporary certificate of occupancy or a notice of completion is recorded.

"*Controlling Interest*" means the ownership, directly or indirectly, of, or other legal right to direct the voting of, fifty-one percent (51%) or more of the voting interests in a Person or the governing body of such Person.

"*Convey or Conveyance*" means any manner by which any estate or interest in the Site is created, alienated, assigned or surrendered, and includes, without limitation, any sale, lease (other than leases of any retail space entered into by Developer in the ordinary course of business), conveyance, transfer, exchange, encumbrance or other disposition of the Site, whether by agreement for sale or in any other manner.

"*CPV*" has the meaning set forth in the first paragraph of this Declaration and includes any Person to whom CPV assigns its interest in this Declaration pursuant to Section 7.1 below.

"*CPV Indemnified Party or Parties*" means, collectively, CPV and the City and their respective elected and appointed officials directors, officers, shareholders, members, employees, permitted successors and assigns and agents and Affiliates of such Persons (and the respective heirs, legal representatives, successors and assigns of any of the foregoing).

"*CPV Repurchase Designee*" means any Person designated to Developer in writing by CPV to exercise the Repurchase Option.

"*DDA*" means that certain Amended and Restated Disposition and Development Agreement between CPV and Developer, as such may be amended, whereby CPV has sold the Site to Developer.

"*Design Standards*" means the Symphony Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874, as revised and adopted on April 2, 2014 by Ordinance 6311, and any amendments and restatements thereto adopted by the City Council.

"*Developer*" has the meaning set forth in the first paragraph of this Declaration.

"*Final Plans and Drawings*" means those plans, drawings, related documents and any subsequent revisions thereto prepared for the construction of the Project which have obtained all approvals pursuant to the Requirements for the construction of the Project.

"*For-Profit Use*" means (i) the ownership of the Project or any portion of the Project, including the land on which the Project is situated, by a Person that is not a non-profit entity and/or (ii) any use of the Project that is not on an exclusively non-profit basis by Developer or any successor owners of the Project, tenants of the Project or any other Person owning, occupying or using the Project, except for such for-profit uses (e.g., coffee shops, food vendors, bookstores, gift shops and other retail,) that are incidental to such use.

"*Improvements*" has the meaning set forth in Section 4.4(c)(i).

"*Non-complying Structures*" means structures upon the Site that violate applicable Requirements or any conditions, covenants, or restrictions recorded upon the Site.

"*Non-Profit Use*" means (i) the ownership of the Project or any portion of the Project, including the land on which the Project is situated, by a Person that is a non-profit entity and/or (ii) the use of the Project that is on an exclusively non-profit basis by Developer or any successor owners of the Project, tenants of the Project or any other Person owning, occupying or using the Project, except for such for-profit uses (e.g., coffee shops, food vendors, bookstores, gift shop and other retails) that are incidental to such use.

"*PEMA*" means the Project Environmental Management Agreement Set forth in Exhibit "D" attached hereto, as it may be amended from time to time.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Phase 1*" means the first five (5) floors of the Project along with related site and surface parking improvements as described more fully on the Project Scope.

"*Phase 2*" means the final four (4) floors of the Project along with a structured parking garage as described more fully on Project Scope.

"*Project*" means a nine ((9) story medical office building as described more fully on the Project Scope.

"*Project Documents*" has the meaning set forth in Section 4.4(c)(i).

"*Project Scope*" means the description of the Project attached to this Declaration as Exhibit "C".

"*Repurchase Option*" has the meaning set forth in Section 4.4.

"*Required Approvals*" means all approvals and permits necessary under the Requirements for the development, construction and operation of the Project.

"*Requirements*" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all Governmental Authorities having jurisdiction over Developer or Symphony Park (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for the Site, as then in force; (iii) any and all provisions and requirements of any insurance policy required to be carried by Developer under this Agreement; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record. The term "Requirement" includes the Design Standards, as such may be amended from time to time, provided however, that at such time as Developer has obtained approval pursuant to the Symphony Park Documents of the Design Development phase for the Project, then any subsequent amendments to the Symphony Park Documents which would require a modification of the approved Design Development Phase of the Project shall not be applicable to the Project.

"*Restrictions*" means the covenants, conditions, rights, restrictions and limitations more particularly set forth in this Declaration.

"*Site*" is defined in Recital A.

"*Specific Facilities*" means those buildings, infrastructure improvements, site improvements and other facilities generally specified in the Final Plans and Drawings together with all modifications thereto agreed by CPV.

"*SPDRC*" means the design review committee created and operating pursuant to Design Standards.

"*Unavoidable Delays*" means delays due to any of the following (provided that such delay is beyond a Party's reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions, litigation, unusually severe or abnormal weather conditions, unavailability or failure of utilities, inability to draw upon financing commitments due to lender and/or equity participant's default, inability to obtain labor, tools or materials, delays of any contractor, subcontractor or supplier, acts of another party, acts or failure to act of any public or governmental agency or entity, a court order which causes a delay (unless resulting from disputes between or among the Party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging Party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging Party), material adverse change in market conditions, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. In connection with Developer's obligations under this Declaration, Unavoidable Delay shall include any failure of CPV to perform its obligations under the PEMA which causes actual delay in Developer's performance of its obligations. Such Party shall use reasonable good faith efforts to notify the other Party not later than twenty (20) days after such Party knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay. Times of performance under this Declaration may also be extended in writing by CPV and Developer.

2. GENERAL AND SPECIFIC USE RESTRICTIONS

2.1 General Use Restrictions. The violation of any of the following general use limitations within ninety-nine (99) years after the recordation of this Declaration shall at CPV's option constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth in Article 4 below.

(a) Subdivision. Except as may be otherwise indicated in the Final Plans and Drawings, Developer shall not affect any change or amendment to any parcel or final map covering the Site or record any further parcel or final map of the Site or any portion thereof or facilities thereon, pursuant to the NRS, or any similar statute hereafter enacted, and any local ordinances adopted pursuant thereto, nor shall Developer file any applications with any governmental agency with respect to any of the foregoing matters.

(b) Use. Developer shall not construct, or attempt to construct any building or structure other than the Specific Facilities on the Site.

(c) Zoning. Developer shall not use or develop or attempt to use or develop the Site or any portion thereof for any purpose other than the Project, or those other purposes expressly allowed (without the benefit of a zone variance, special use permit, exception or other special administrative procedure) under the zoning ordinance or ordinances of the governmental entity having zoning jurisdiction over the Site in effect as of the date of recordation of this Declaration. Additionally,

Developer shall not change or attempt any change in zoning, or obtain or apply for a zoning variance or exception or other similar approval with respect to the use or development of the Site or any portion thereof not expressly allowed under such existing zoning without first obtaining the written consent of CPV.

(d) Unapproved Project. Developer shall not permit the construction of any structure or improvements on the Site not in material compliance with all Requirements or the Restrictions and in all other recorded covenants, conditions, rights, restrictions and limitations existing from time to time covering the Site.

(e) Waste or Nuisance. Developer shall not commit or suffer to be committed any waste upon the Site and shall not conduct its business so as to impair, in CPV's reasonable opinion, the reputation of Symphony Park.

(f) Conveyance. Developer and CPV agree that:

(i) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Declaration except a transferee who obtains an interest in the Site with the approval of CPV or an Affiliate of Developer.

(ii) Developer shall not Convey all or any part of its interest in the Site without the prior written approval of CPV.

(iii) Notwithstanding the foregoing prohibition on Developer's power to Convey the Site, Developer shall have the right to Convey the Site to an Affiliate of Developer without first obtaining the consent of - CPV.

(g) Waiver of Claims: Indemnity.

(i) The CPV Indemnified Parties shall not be liable to Developer for, and Developer shall indemnify, defend and hold the CPV Indemnified Parties from and against any claims by third parties for, any loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys' fees and disbursements), penalty or fine incurred in connection with or arising from: (A) any injury (whether physical, economic or otherwise) to Developer or to any other Person in, about or concerning the construction and the ongoing ownership and operation of the completed Project; or (B) any damage to, or loss (by theft or otherwise) of, any of Developer's property or of the property of any other Person in, about or concerning the Project, or the use or occupancy thereof, irrespective of the cause of injury, damage or loss (including, without limitation, the acts or negligence of any tenant or occupant of the Project or of any owners or occupants of adjacent or neighboring property or caused by any construction or by operations in construction of any private, public or public work) or any latent or patent defects in the Project; or (iii) any act, omission or negligence of Developer or its Affiliates or of the contractors, agents, servants, employees, guests, or licensees of Developer or its Affiliates; except to the extent any of the matters described in clauses (A) or (B) are due to the negligence or willful misconduct of any CPV Indemnified Party. Without limiting the generality of the foregoing, except to the extent caused by the negligence or willful misconduct of any of the CPV Indemnified Parties (and then only in such CPV Indemnified Party's proprietary capacity as opposed to its governmental capacity), the CPV Indemnified Parties shall not be liable for (I) any failure of water supply, gas or electric current; (II) any

injury or damage to person or property resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, act of God, act of war, enemy action, flood, wind or similar or disturbances, flooding, rain or ice; or (III) leakage of gasoline or oil from pipes, appliances, sewer or plumbing works.

(ii) Developer shall notify CPV within thirty (30) days of any occurrence at the Project of which Developer has notice and which Developer believes could give rise to a claim against the CPV Indemnified Parties whether or not any claim has been made, complaint filed or suit commenced.

(iii) The obligations of Developer under this Section 2.1(g) shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to workers' compensation insurance), or by the failure or refusal of any insurance carrier to perform an obligation on its part under insurance policies affecting the Project; *provided*, *however*, that if CPV actually receives any proceeds of Developer's insurance with respect to an obligation of Developer under this Article, the amount thereof shall be credited against, and applied to reduce, any amounts paid and/or payable hereunder by Developer with respect to such obligation.

(iv) If any claim, action or proceeding is made or brought against any CPV Indemnified Party which is or may be subject to indemnification by Developer hereunder, then, upon demand by CPV or such CPV Indemnified Party, Developer shall either resist, defend or satisfy such claim, action or proceeding in such CPV Indemnified Party's name, by the attorneys for, or approved by, Developer's insurance carrier (if such claim, action or proceeding is covered by insurance) or such other attorneys as CPV shall reasonably approve. The foregoing notwithstanding, such CPV Indemnified Party may, at its own expense, engage its own attorneys to defend such CPV Indemnified Party, or to assist such CPV Indemnified Party in such CPV Indemnified Party's defense of such claim, action or proceeding, as the case may be.

(v) Following the occurrence of Section 2.1(g)(iv) above, each CPV Indemnified Party shall promptly notify Developer of the imposition of or incurrence by such CPV Indemnified Party of any cost or expense as to which Developer has agreed to indemnify such CPV Indemnified Party pursuant to the provisions of this Section 2.1(g). Developer agrees to pay such CPV Indemnified Party all amounts due under this Section 2.1(g) within sixty (60) days receipt of the notice such CPV Indemnified Party.

(h) Insurance.

(i) Prior to Commencement of Construction on the Site, Developer shall obtain and, at all times prior to completion of the Project, maintain in effect the following policies of insurance: (i) workers' compensation insurance covering liability arising from claims of workers in respect of and during the period of the performance of the work on the Site; and (iii) a standard "all risk" Builder's Risk Policy.

(ii) Prior to Commencement of Construction on the Site and at all times thereafter, Developer shall maintain in effect comprehensive general public liability insurance and/or excess umbrella policy with a single per occurrence limit of not less than Two Million Dollars ($2,000,000) with respect to the Site and the operations of Developer in, on or about the Site;

(iii) All policies of insurance shall be issued by insurance companies authorized to do business in Nevada and with a financial rating of at least "A-IX" status as rated in the most recent edition of Best's Insurance Reports, or such other insurers to which CPV may consent in writing. All such policies shall provide coverage against claims which may arise out of or result from Developer's performance of the work on the Site or which may arise in connection with the activities of Developer, any contractor or subcontractor of Developer, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Developer shall furnish CPV with certificates of all insurance policies required under this Section 2.1(h) before commencing any work on the Site. Each policy shall provide that it may not be canceled or reduced in coverage until thirty (30) days after written notice shall have been given to CPV of such cancellation or reduction in coverage. All insurance required hereunder (except worker's compensation) shall name CPV and the CPV Indemnified Parties as additional insureds. Notwithstanding the above, Developer shall have the right to provide and maintain the coverage provided for 2.1(h)(ii) above through a program of self-insurance or from an affiliated carrier, which provides insurance to or for Developer, or a combination of both.

2.2 Project Development. Developer agrees to develop the Site with those Specific Facilities buildings and other improvements specified in the Final Plans and Drawings. The violation of any of the following requirements shall also constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth below.

(a) Phase 1 Commencement. No later than two (2) years after the date Developer acquires title to the Site of, Developer shall commence construction of Phase 1, pursuant to the Final Plans and Drawings. The time limit provided in this Section 2.2(a) shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Developer shall have given written notice to CPV within said period of time setting forth the facts giving rise to each such extension; and, *provided further*, that the period of time for exercise of CPV's rights herein shall be commensurately extended.

(b) Phase 2 Commencement. Developer shall commence construction of Phase 2, pursuant to the Final Plans and Drawings for Phase 2 no later than three years after the completion of Phase 1. The time limit provided in this Section 2.2(a) shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Developer shall have given written notice to CPV within said period of time setting forth the facts giving rise to each such extension; and, *provided further*, that the period of time for exercise of CPV's rights herein shall be commensurately extended.

(c) Uses. Developer shall cause the Site to be developed only with the Specific Facilities, and no portion of the Site or improvements thereon or any portion thereof shall be developed, used, operated or maintained with any facilities or for any other purpose whatsoever, unless expressly approved by CPV, which approval shall be granted or withheld by CPV in its reasonable discretion.

2.3 Parking.

(a) Developer agrees that all parking for the Project must be accommodated in full on the Site or on other property owned by Developer, all in compliance with the Requirements.

2.4 For-Profit Uses.

(a) Developer agrees that only medical Non-Profit Uses of the Project will be permitted, except for such for-profit uses (e.g., coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use and For-Profit uses shall not be permitted.

3. DEVELOPER OPERATING COVENANTS

3.1 General Obligations. Upon Completion of Construction, Developer shall at all times thereafter maintain and operate the Project in conformance with the terms of this Section 3. Developer acknowledges that a material part of the consideration of CPV conveying the Site to Developer is Developer's agreement to comply with the terms and conditions of this Section 3.

3.2 Maintenance of Project. Developer agrees at its sole cost and expense to maintain the Project in first class condition and repair at all times.

3.4 CPV Right to Cure. CPV shall have the right (at CPV'S sole discretion) to perform any obligations hereunder required to be performed by Developer for which Developer is in default, including, without limitation, the performance of maintenance and repair that Developer is obligated to perform hereunder. CPV shall have the right upon ten (10) days prior notice to Developer (except that no notice shall be required in the case of an emergency), to enter the Project and perform such maintenance or repair on behalf of Developer. Developer agrees to reimburse CPV immediately upon demand for any costs and expenses incurred by CPV in connection with the performance by CPV of Developer's obligations under this Declaration including ten percent (10%) of such costs for CPV's supervision of any maintenance and repair.

4. ENFORCEMENT OF RESTRICTIONS

4.1 General Purpose and Constructive Notice. The Restrictions shall be binding upon Developer, its successors and assigns, and shall benefit the other land owned by CPV and comprising Symphony Park and be enforceable solely by CPV notwithstanding any transfers of Symphony Park or any portion thereof by CPV. Except as specifically set forth herein, the Restrictions shall remain in full force and effect for the period of time specified in Section 2.1 above, notwithstanding CPV's exercise of any right or remedy herein due to a previous or repeated violation of any one or more of the Restrictions.

4.2 Right of Access. Until the termination of the Restrictions, CPV or its authorized representatives may from time to time, at any reasonable hours, enter upon and inspect the Site, or any portion thereof or improvements thereon, to ascertain compliance with the Restrictions, but without obligation to do so or liability therefor. Such representatives of CPV shall be those who are so identified in writing by CPV and who shall, except in an actual emergency, give prior notice of such Site visits. CPV shall indemnify Developer and hold it harmless from any damage caused or liability arising out of this right to access.

4.3 Default and General Remedies. In the event of any breach, violation or failure to perform or satisfy any of the Restrictions which has not been cured within the period set forth below, CPV at its sole option and discretion may enforce any one or more of the following remedies or any other rights or

remedies to which CPV may be entitled by law or equity, whether or not set forth herein. Unless a cure period is otherwise specifically designated, such cure period shall commence when written notice is given to Developer of a violation hereunder and shall end (i) ten (10) business days thereafter in the case of a monetary default; or (ii) thirty (30)business days thereafter in the case of a non-monetary default; *provided* that Developer shall be granted such additional period necessary to cure such default if the cure of such default is not capable of being cured within such thirty (30)business day period. To the maximum extent allowable by law, all remedies provided herein or by law or equity shall be cumulative and not exclusive.

(a) Damages. CPV may bring a suit for damages for any compensable breach of or noncompliance with any of the Restrictions, or declaratory relief to determine the enforceability of any of the Restrictions.

(b) Equity. It is recognized that a particular or ongoing violation by Developer of one or more of the foregoing Restrictions may cause CPV to suffer material injury or damage not compensable in money (including, but not limited to irreparable effects on the type and quality of development on Symphony Park or portions thereof), and that CPV shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the Restrictions or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not CPV exercises any other remedy set forth herein.

(c) Abatement. Any such breach or violation of these Restrictions or any provision hereof is hereby declared to be a nuisance, and CPV shall be entitled to enter the Site and summarily abate and remove with notice, a hearing and cure period, any structure, thing or condition that may exist in violation of any of these Restrictions, or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these Restrictions, all at the sole cost and expense of Developer or any person having possession under Developer. Any costs or expenses paid or incurred by CPV in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the rate of three percent (3%) over the prime rate published from time to time by the "Wall Street Journal", or if the Wall Street Journal is no longer published, then its successor publication or a similar financial publication that publishes the prime rate of interest shall be the personal obligation of Developer or any other person who was an owner of the Site when such charges became due and who committed such breach or violation

4.4 Option to Repurchase the Site. In recognition of CPV's interest in the expeditious development of the Site, Developer hereby grants to a CPV Repurchase Designee the irrevocable, exclusive right and option to repurchase the Site (the "*Repurchase Option*") upon the occurrence of any of the events contemplated by Section 4.4(a) below, and if such CPV Repurchase Designee exercises such option, such exercise shall be in lieu of any other remedies permitted herein or at law for the occurrence of such event. The Repurchase Option shall only be exercised as provided below.

(a) Exercise of Repurchase Option. The CPV Repurchase Designee may exercise the Repurchase Option by giving written notice to Developer in the event of Developer's violation of the Restrictions itemized in Sections 2.1(f), 2.2(a) or 2.2(c) above. No failure of the CPV Repurchase Designee to exercise the Repurchase Option after the occurrence of any of the foregoing

events shall constitute a waiver of its right to exercise the Repurchase Option upon the occurrence of any other event permitting such exercise.

(b) Title Condition. Upon such repurchase, the Site shall be subject only to:

(i) Current taxes not yet delinquent;

(ii) Matters affecting title which exist as of the date of recordation of this Declaration, or which are created, made, assumed, consented to or requested by CPV, its successors or assigns; and

(iii) Easements for utilities used in connection with the building and other improvements constructed on the Site.

(c) Improvement Costs.

(i) Within ten (10) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Developer shall submit to the CPV Repurchase Designee (A) a list of improvements existing (the "*Improvements*") on the Site; and (B) a breakdown of the actual hard and soft costs to Developer to construct or otherwise further the development of the Improvements (the "*Improvement Costs*"). The CPV Repurchase Designee and Developer shall consult in good faith with one another for the purpose of arriving at an agreement concerning such Improvement Costs. Developer shall (I) provide the CPV Repurchase Designee with copies of all documents relating to the Site prepared by or at the direction of Developer, including, but not limited to, geotechnical reports, soils tests, environmental reports, engineering studies, architectural plans for the Specific Facilities and any other reports, studies or plans relating to the Site or Specific Facilities to be constructed upon the Site (collectively, the "*Project Documents*"); and (II) assign and transfer all rights that Developer has to the Project Documents. The Improvements shall automatically become the property of the CPV Repurchase Designee without the payment of further consideration and without the necessity of any further conveyance or bill of sale.

(ii) Within ninety (90) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Developer at its sole cost and expense shall remove all Non-complying Structures. Alternately, at the CPV Repurchase Designee's option, the CPV Repurchase Designee may determine the cost to remove the Non-complying Structures and deduct the amount from the Purchase Price.

(d) Repurchase Price. CPV's purchase price for the Site upon its exercise of the Repurchase Option shall be equal to the purchase price paid by Developer to CPV as evidenced by the final escrow closing statement for the purchase, plus the above provided Improvement Costs. Absent manifest error Developer's books and records provided in accordance with Section 4.4(c) above shall be deemed conclusive in determining the Improvement Costs.

(e) Repurchase Escrow Terms. Within five (5) days after the CPV Repurchase Designee's exercise of the Repurchase Option as provided above or as soon thereafter as possible, an escrow shall be created at Nevada Title Company or another escrow company selected by the CPV Repurchase Designee and reasonably acceptable to Developer to consummate the repurchase as

specified herein, which escrow shall have a time limit of ninety (90) days. Said escrow shall be subject only to approval by the CPV Repurchase Designee of a then current preliminary title report. Any exceptions shown thereon created after the date hereof, and disapproved by written notice to Developer through escrow, shall be removed or insured over by Developer at its sole expense at or prior to closing of escrow. Developer and the CPV Repurchase Designee shall each pay one-half of the escrow fees; Developer shall pay for documentary tax stamps, for recording the deed, and for a standard form owner's coverage policy of title insurance in the amount of the purchase price showing title to the Site vested in the CPV Repurchase Designee or its assigns free and clear of all liens, encumbrances or other title exceptions other than those set forth in this Declaration. Any other costs or expenses shall be allocated between the Parties in the manner customary in Clark County, Nevada.

(f) Binding Effect. The Repurchase Option shall be binding upon and shall inure to the benefit of the respective successors in interest to the Parties hereto.

5. RESERVED

6. PROJECT ENVIRONMENTAL MANAGEMENT. The Parties agree that they shall perform those obligations and agreements as set forth in the PEMA.

7. MISCELLANEOUS PROVISIONS

7.1 Assignment by CPV. Any and all of the rights, powers, duties and reservations of CPV herein contained may be assigned to any Person selected by CPV, including the Symphony Park Master Association, a Nevada non-profit corporation, and upon any such Person or entity evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by CPV herein

7.2 Application of Restrictions. Notwithstanding anything herein contained to the contrary, if CPV reacquires title to the Site or any portion thereof at any time after the date hereof, the Restrictions shall automatically cease and terminate and be of no further force or effect as to CPV and such property, effective as of the date of such reacquisition by CPV.

7.3 Other Restrictions. This Declaration is not the exclusive source of restrictions on the use of the Site, and nothing herein contained shall prejudice or diminish in any way CPV's rights under any other documents of record from time to time affecting all or any portion of the Site.

7.4 Attorneys' Fees. In the event either Party hereto is required to employ an attorney because of the other Party's default, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees incurred in the enforcement of this Declaration.

7.5 Time of the Essence. Time is of the essence of this Declaration and every obligation hereunder.

7.6 Successors and Assigns. This Declaration shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Declaration regarding assignment.

7.7 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV: City Parkway V, Inc.
c/o Office of Economic and Urban Development
495 S. Main Street, 6th Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: Bill Arent, Director

And: City Attorney Office

Attn: Teri Ponticello
495 S. Main Street, 6th Floor Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov
Attn: Teri Ponticello, Esq.

If to Developer: Cleveland Clinic Foundation
9500 Euclid Ave. (NA-4))
Cleveland, Ohio 44195
Attn: Chief of Operations
Email: peacocw@ccf.org

And: Cleveland Clinic Foundation
9500 Euclid Ave. (NA-4))
Cleveland, Ohio 44195
Attn: Chief Legal Officer
Email: rowand@ccf.org

And: Cleveland Clinic Foundation
9500 Euclid Ave. (CC-46)
Cleveland, Ohio 44195
Attn:Executive Director of Construction of Facilities and Real Estate
Email: aucrem@ccf.org

7.8 Subsequent CPV Approvals. Any approvals of CPV required or permitted by the terms of this Declaration are authorized to be given by the President of CPV or such other person that CPV designates in writing to Developer. Notwithstanding the foregoing, Developer acknowledges that some approvals will require review and approval by the City Council. In such cases, the Parties shall comply

with the required processes of submitting matter for review and approval by City Council.

7.9 Entire Agreement and Waivers. This Declaration is executed in three (3) duplicate originals, each of which is deemed to be an original. This Declaration, the DDA and the respective exhibits thereto constitute the entire understanding and agreement between the Parties and is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and the complete and exclusive statement 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. In the event of a conflict between the terms of this Declaration and the DDA, the terms of the DDA shall control. This Declaration includes Exhibit "A" through Exhibit "D", inclusively, attached hereto and incorporated herein by reference. All waivers of the provisions of this Declaration must be in writing and signed by the appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

7.10 Termination or Amendment. The Restrictions may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the Recorder's Office of a proper instrument duly executed and acknowledged by CPV and Developer to that effect.

7.11 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Declaration and the remaining provisions shall remain in full force and effect.

7.12 Governing Law. The interpretation and enforcement of this Declaration shall be governed in all respects by the laws of the State of Nevada.

7.13 Captions. The captions contained in this Declaration are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Declaration.

7.14 Counterparts. Each counterpart of this Declaration shall be deemed to be an original and all of which together shall be deemed to be one and the same Declaration. Delivery of this Declaration may be accomplished by facsimile transmission of this Declaration. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Declaration.

7.15 No Third Party Beneficiaries. Nothing in this Declaration shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Declaration.

7.16 Days. All references to "*days*" in this Declaration are to consecutive calendar days unless business days are specified.

7.17 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Declaration and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Declaration or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first written above.

CPV

CITY PARKWAY V, INC., a Nevada non-profit corporation

By: _____
Elizabeth N. Fretwell, President

ATTEST:

_____
Scott D. Adams, Secretary

APPROVED AS TO FORM:

_____
Date

DEVELOPER

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By: _____
William M. Peacock, III
Chief of Operations

Execution Date:

_____

LIST OF EXHIBITS

EXHIBIT “A”	LEGAL DESCRIPTION OF THE SITE
EXHIBIT “B”	LEGAL DESCRIPTION OF SYMPHONY PARK
EXHIBIT “C”	PROJECT SCOPE
EXHIBIT “D”	PROJECT ENVIRONMENTAL MANAGEMENT AGREEMENT

Exhibit A

Date: May 17, 2007
N. Hauge

LEGAL DESCRIPTION

PARCEL J
A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING *AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE, NORTH 81°09'57" EAST, 402.28 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 17°53'58" EAST, 99.45 FEET TO THE* ***POINT OF BEGINNING****; THENCE CONTINUING ALONG SAID LINE NORTH 17°53'58" EAST, 80.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,036.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°15'08", AN ARC LENGTH OF 257.71 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 64°50'54" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°57'00", AN ARC LENGTH OF 45.53 FEET; THENCE SOUTH 67°53'54" EAST, 417.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 340.91 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 81°04'54" WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°13'16", AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH 20°48'03" WEST, 22.88 FEET; THENCE SOUTH 27°53'43" WEST, 160.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID BONNEVILLE AVENUE, A POINT ON THE SOUTHERLY LINE OF SAID LOT 5 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 550.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 21°54'36" WEST; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 30°44'39", AN ARC LENGTH OF 295.12 FEET; THENCE SOUTH 81°09'57" WEST, 142.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 23°34'12" EAST; THENCE DEPARTING SAID SOUTHERLY LINE AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°19'46", AN ARC LENGTH OF 44.15 FEET TO THE* ***POINT OF BEGINNING****.*

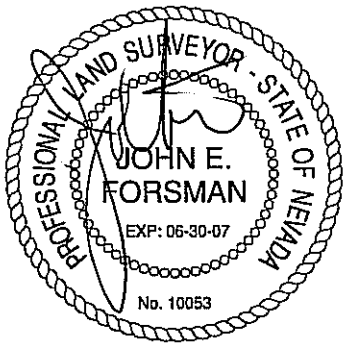
CONTAINING 3.11 ACRES, MORE OR LESS.

Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

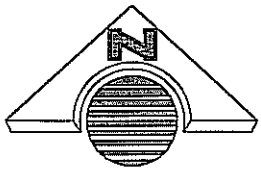


5-17-07

John E. Forsman, PLS
Professional Land Surveyor
Nevada License No. 10053

Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



GRAND CENTRAL PARKWAY

UNION PACIFIC RAILROAD

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS
APN: 139-34-110-003

SEE DETAIL ON SHEET 4

POINT OF BEGINNING

PARCEL A-2 (FILE 163, PAGE 35 OF SURVEYS)

PARCEL A1 (FILE 163, PAGE 35 OF SURVEYS)

PARCEL J
3.11 ACRES

(BASIS OF BEARINGS) (N03°50'03"W)

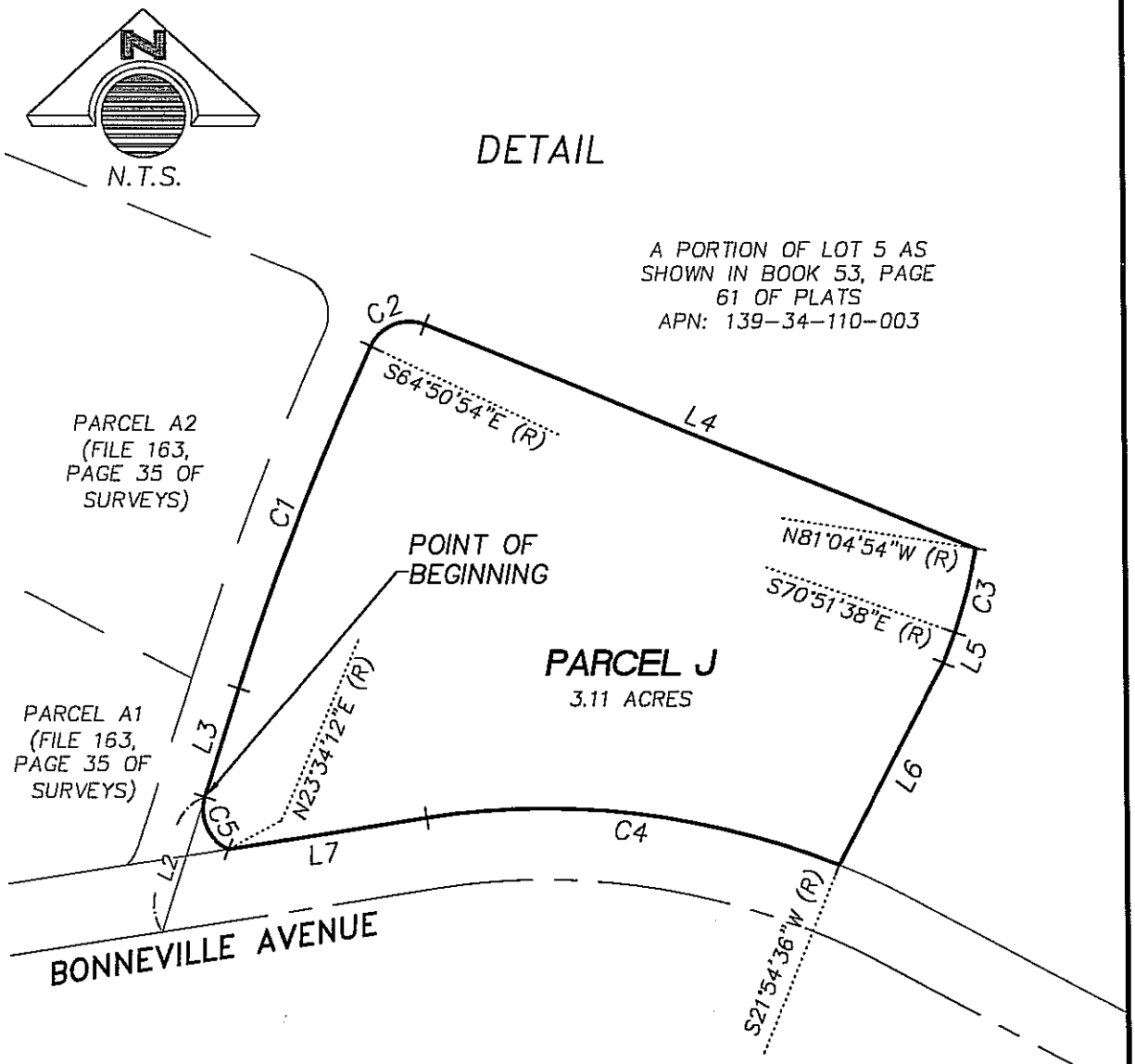
L1

BONNEVILLE AVENUE

POINT OF COMMENCEMENT

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	402.28'
L2	N17°53'58"E	99.45'
L3	N17°53'58"E	80.13'
L4	S67°53'54"E	417.69'
L5	S20°48'03"W	22.88'
L6	S27°53'43"W	160.08'
L7	S81°09'57"W	142.27'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	2036.00'	07°15'08"	257.71'	129.03'
C2	30.00'	86°57'00"	45.53'	28.44'
C3	340.91'	10°13'16"	60.82'	30.49'
C4	550.00'	30°44'39"	295.12'	151.21'
C5	30.00'	84°19'46"	44.15'	27.17'

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

Date: May 17, 2007
N. Hauge

LEGAL DESCRIPTION

PARCEL K

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

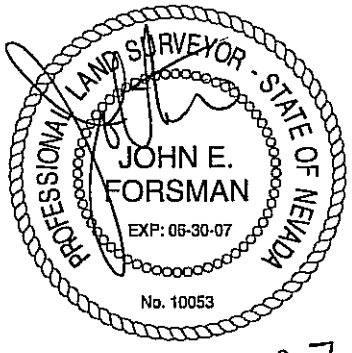
COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE THE FOLLOWING THREE(3) COURSES: (1) NORTH 81°09'57" EAST, 600.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; (2) THENCE SOUTHEASTERLY ALONG SAID CENTERLINE AND CURVE, THROUGH A CENTRAL ANGLE OF 36°45'51", AN ARC LENGTH OF 320.83 FEET; (3) SOUTH 62°04'12" EAST, 204.98 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 27°55'34" EAST, 50.00 FEET TO A POINT THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE, THE SOUTHEAST CORNER OF LOT 5 AS SHOWN ON SAID PLAT AND THE **POINT OF BEGINNING**; THENCE ALONG THE SOUTHERLY LINE THEREOF THE FOLLOWING TWO(2) COURSES: (1) NORTH 62°04'12" WEST, 204.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 550.00 FEET; (2) THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°01'12", AN ARC LENGTH OF 57.79 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 27°53'43" EAST, 160.08 FEET; THENCE NORTH 20°48'03" EAST, 22.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 340.91 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 70°51'38" WEST THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°13'16", AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH 67°53'54" EAST, 17.47 FEET; THENCE NORTH 27°53'43" EAST, 28.14 FEET; THENCE SOUTH 67°53'54" EAST, 264.15 FEET TO THE WESTERLY LINE OF SAID LOT 5; THENCE ALONG SAID WESTERLY LINE, SOUTH 27°55'16" WEST, 295.44 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 5 AND **POINT OF BEGINNING**.

CONTAINING 74,745 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.



John E. Forsman, PLS
Professional Land Surveyor
Nevada License No. 10053

5-17-07

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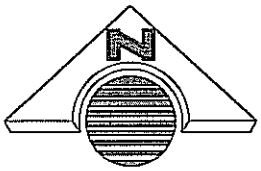
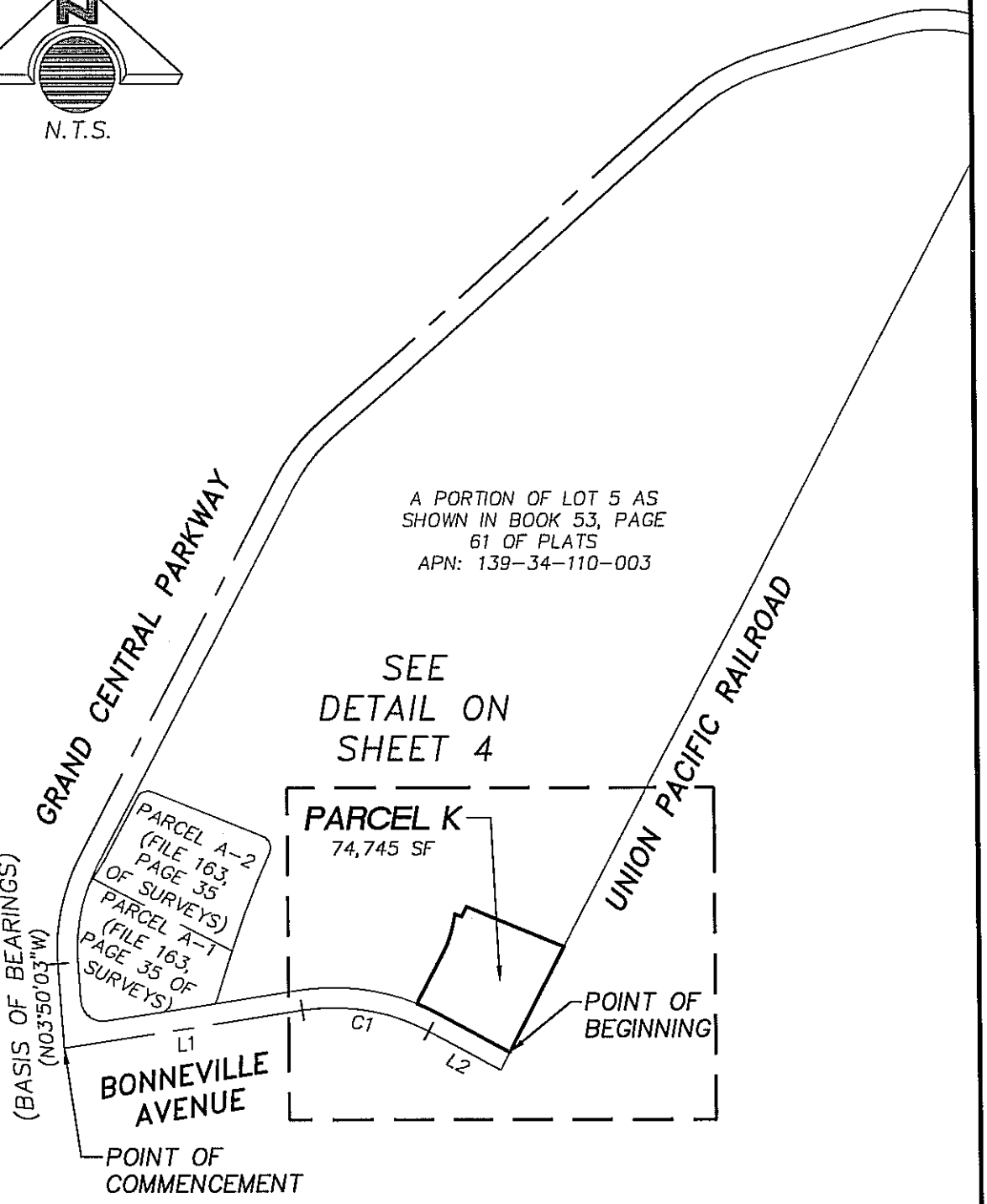
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION





HORIZON SURVEYS
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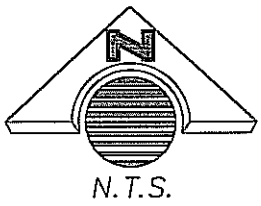
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

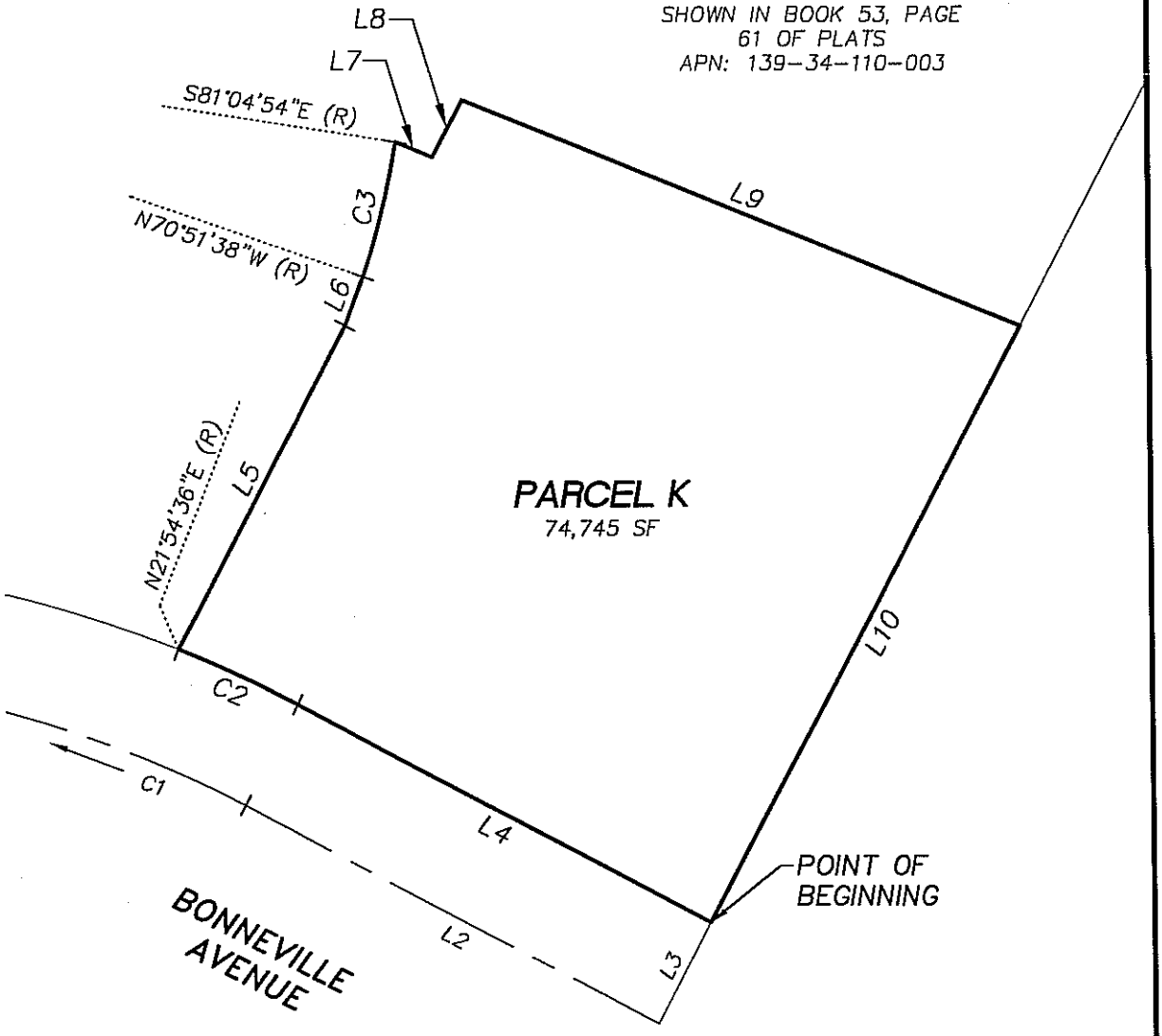
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

DETAIL



N.T.S.

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS
APN: 139-34-110-003



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PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	600.00'
L2	S62°04'12"E	204.98'
L3	N27°55'34"E	50.00'
L4	N62°04'12"W	204.98'
L5	N27°53'43"E	160.08'
L6	N20°48'03"E	22.88'
L7	S67°53'54"E	17.47'
L8	N27°53'43"E	28.14'
L9	S67°53'54"E	264.15'
L10	S27°55'16"W	295.44'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	36°45'51"	320.83'	166.15'
C2	550.00'	06°01'12"	57.79'	28.92'
C3	340.91'	10°13'16"	60.82'	30.49'

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
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WWW.HORIZONSURVEYS.COM

Exhibit B

LEGAL DESCRIPTION OF SYMPHONY PARK

LOT 5 OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION RECORDED AT THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDERS OFFICE AS BOOK 53, PAGE 61.

EXCLUDING THEREFROM THE FOLLOWING PARCEL:

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE **POINT OF BEGINNING** ; THENCE SOUTH 62°20'53" EAST, 388.49 FEET; THENCE SOUTH 17°53'58" WEST, 124.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°42'33", AN ARC LENGTH OF 15.56 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 42°23'29" EAST AND TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 81°09'57" WEST, 270.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 91.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY LINE NORTH 03°50'03" WEST, 94.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°36'50", AN ARC LENGTH OF 193.32 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 69°13'13'" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°03'21"; AN ARC LENGTH OF 5.26 FEET;

THENCE NORTH 32°50'08" EAST, 15.81 FEET TO **THE POINT OF BEGINNING.**

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

Exhibit C

Scope of Development – Parcel J/K

Cleveland Clinic Foundation, an Ohio non-profit corporation (*"Developer"*) intends to acquire approximately 4.84 acres more or less of real property located within the real estate development owned by City Parkway V, Inc. a Nevada not-for-profit company (*"Owner")* and commonly referred to Parcel J/K of Symphony Park.

The Developer intends to initially construct an approximately 198,000 s.f. Business Occupancy Outpatient Medical Facility consisting of medical offices, ambulatory surgical center and related amenities. The initial phase is intended to consist of 4 levels plus an interstitial floor and a below grade level. Future phases may include vertical expansion up to an additional 132,000 s.f. This could bring the structure to a total of 9 levels above grade and one level below grade. The facility may consist of a Family Health Center, Procedure Rooms, Exam Rooms, Laboratory Spaces, Doctor's Offices, Waiting Spaces, Staff Resources, Surgery Center, Operating Rooms, Sterile Core, Pre + Post Operative Spaces, Nurse Stations, Pre-Admission Services, Materials Management, Visitor Services, Pharmacy, Consultation Rooms, Gift Shop, Conference Rooms, Food Services & Public Lobby.

Parking will be landscaped surface parking on Parcel J/K or through arrangements on nearby parcels or through arrangements with surrounding parking providers. A structured parking deck will be constructed when conditions demand.

The architecture is intended to be glass curtain wall with horizontal sun shade louvers & terra cotta rain screen, pre-cast concrete panels and a metal and glass vehicle canopy. The parking structure is intended to be constructed of pre-cast concrete panels and woven wire mesh as siding.

PROJECT ENVIRONMENTAL MANAGEMENT AGREEMENT

Definitions

Capitalized Terms. Unless otherwise defined below, all capitalized terms used in this **Exhibit "I"** have the meanings ascribed to such terms in the Agreement to which this **Exhibit I** is attached.

"Activity and Use Limitations" means restrictions, limitations, or improvements required or recommended by Applicable Environmental Guidance (such as institutional or Engineering Controls or restrictions of activities that could interfere with the effectiveness of a cleanup remedy approved by NDEP) that (i) impact the use, access, construction, or operation of a site or facility, and (ii) are intended to eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Site.

"**Agreement**" means the Disposition and Development Agreement, dated June 15, 2011 between CPV and Developer.

"**Applicable Environmental Guidance**" means all applicable Environmental Laws, the Soil and Groundwater Management Plan, and the Risk Assessment.

"**CEM Contract**" means the contract described in **Section 4** hereof.

"**CPV 2006 Memo**" means the memorandum dated August 31, 2006 from CPV to UPRR relating to UPRR Obligations attached as **Attachment I-1** to this **Exhibit I**. The CPV 2006 Memo also includes any agreement or other resolution of litigation, arbitration or mediation between UPRR and CPV or CPV Affiliate that amends, revises or supersedes the CPV 2006 Memo.

"**CPV Cost Cap**" means the amount up to but not exceeding $2,400,000 and which amount shall be the limit of CPV Obligations.

"**CPV Obligation(s)**" means those obligations described in **Section 5** hereof.

"**Clean Soil**" means soil excavated from the Site that does not contain Hazardous Substances in concentrations requiring treatment or disposal pursuant to the Soil and Groundwater Management Plan.

"**Commencement of Construction**" means any work performed by Developer on a Parcel pursuant to a building permit issued by the City of Las Vegas.

"**Contaminated Soil**" means soil excavated by or at the direction of Developer from the Site that contains Hazardous Substances in concentrations requiring treatment or disposal pursuant to the Soil and Groundwater Management Plan.

"**Deed Covenants**" means obligations of UPRR set forth in the deed from UPRR to Nevada Stadium Partners Limited Partnership, a Delaware Limited Partnership, a copy of which is attached as **Attachment I-2** to this **Exhibit I.**

"**Developer Obligations**" means the obligations of Developer set forth in **Section 3** below.

"**Effective Date**" has the definition used in the Agreement for the same term.

"**Engineering Controls**" mean barriers, caps, liners, ventilation systems or other devices engineered to control or impede dermal contact, inhalation or ingestion by humans of chemicals in soils, water and other media above and below grade surface.

"**Environmental Condition**" means (a) a Release or threat of a Release of any Hazardous Substances affecting the Site for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Site that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Site which results in or forms the basis for a claim by any Government Authority or citizen or citizen group for compliance, injunctive relief, damages (including without limitation natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"Environmental Disclosure Documents" means those documents, data, and reports evidencing the condition of the Site that are listed on **Attachment I-3** to this **Exhibit I.**

"**Environmental Laws**" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substance.

"**Environmental Manager**" means a person having been certified by the NDEP as an "Environmental Manager" pursuant to Nevada Administrative Code Chapter 459.

"**Environmental Permits**" means all necessary federal, state, and local permits or other approvals relating to the handling, treatment, or disposal of Hazardous Substances in connection with the Project.

"**Excess Remediation Costs**" means those costs defined as such in Section 2.3(a)(iii) of the Ply Stadium Agreement.

"**Government Authority**" means the government of the United States of America and any political subdivision thereof, state and local governments and any agency, authority, regulatory body, court, or other entity exercising or having the functions of government.

"**Hazardous Substances**" or "**Hazardous Substance**" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release, threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Government Authority or Environmental Laws; or (c) a basis for liability to any Government Authority or third party under any regulatory, statutory or common law theory.

"**Known Hazardous Substances**" means chemicals associated with diesel fuel, gasoline, solvents, total petroleum hydrocarbons, tetrachloroethylene, perchloroethylene, polyaromatic hydrocarbons, semi- and volatile organic compounds, lead, methyl ethyl ketone, trimethylbenzene, naphthalene, polychlorinated biphenyls, and arsenic, all of which are identified in the Environmental Disclosure Documents as chemicals of concern, and any other Hazardous Substances disclosed in the Environmental Disclosure Documents.

"**NDEP**" means the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection.

"**NDEP Letter**" means the letter dated September 10, 1991 from NDEP to UPRR, attached as **Attachment I-4** to this **Exhibit I**.

"**Occupancy Certificate**" means a certificate or other equivalent approval by the City allowing initial occupancy by people within any enclosed structure to be constructed by Developer on the Site.

"**PEMA**" means this Project Environmental Management Agreement, **Exhibit I** to the Agreement.

"**PLL Policy**" means an insurance policy in the nature of an environmental liability policy containing terms and conditions acceptable to Developer, except that, to the extent available from the insurance market, the term shall not be less than three (3) years nor more than (10) ten years, each of the coverages shall not be more than $10 million per occurrence, and CPV and the City of Las Vegas shall be named as additional insured parties on Developer's policy.

"**Ply Stadium Agreement**" means the October 21, 1996, Purchase and Sale Agreement between Ply Stadium Partners, Inc. and UPRR, a copy of which is attached as **Attachment I-5** to this **Exhibit I**.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances

into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances.

"**Risk Assessment**" means a health risk assessment prepared by a well-qualified Environmental Manager or PhD environmental professional acceptable to both Parties that for all Known Hazardous Substances (a) identifies exposure pathways and exposure parameters to derive health-based soil and groundwater screening levels based on reasonable maximum exposure parameters, (b) establishes soil and groundwater screening levels that represent chemical concentrations that would not result in adverse health effects under the assumed future land use of the Site, (c) identifies potential exposures during construction as a component of the analysis, (d) analyzes and recommends alternative Activity and Use Limitations that will maintain protection of public health and the environment in the most cost-effective manner to minimize overall costs, and (e) supersedes and replaces the Converse Consultants' September 24, 2002, Risk-Based Evaluation performed for CPV Parkway IV & V but only as to the Site. In recommending Activity and Use Limitations as provided in (d) above, the Risk Assessment shall contain a thorough cost analysis and discussion for each practicable alternative Activity and Use Limitation to minimize Site development costs and reimbursement charges against the CPV Cost Cap.

"**Soil and Groundwater Management Plan**" means a plan prepared by the Environmental Manager under the CEM Contract and approved by NDEP for handling Hazardous Substances in soil and groundwater encountered during and after construction of the Project and that contains the minimum requirements set forth at **Section 4(b)**, which plan shall be based upon the existing plan prepared by Kleinfelder dated March 21, 2007.

"**UPRR**" means Union Pacific Railroad of Omaha, Nebraska, the party identified by NDEP as the generator of and the responsible party for the Known Hazardous Substances pursuant to the NDEP Letter.

"**UPRR Obligations**" means the obligations of UPRR set forth in the Deed Covenants and NDEP Letter, as may be superseded in any approval by NDEP of the Soil and Groundwater Management Plan.

Environmental Conditions

1. Survival. The provisions, terms, covenants and conditions of this **Exhibit "I"** to the Agreement shall survive the termination of the Agreement and the Close of Escrow, and shall not merge by operation of law or otherwise into any deed or conveyance of the Site.

2. Developer Acknowledgments. Developer acknowledges receipt of the Environmental Disclosure Documents and agrees that CPV has made no representation regarding the matters set forth therein. Developer further acknowledges that the Environmental Disclosure Documents disclose and describe Hazardous Substances in soil and groundwater within and surrounding the Site.

3. Developer Obligations. Developer shall design, construct, and operate the Project in conformance with Applicable Environmental Guidance, and, except as expressly provided in

this PEMA, all such design, construction, and operation shall be at Developer's sole cost and expense. Without limiting the foregoing, Developer, and not CPV, shall be responsible at its cost and expense, to do and perform each of the following consistent with Applicable Environmental Guidance and any design requirements for the Project:

a. Obtain the Risk Assessment, which Risk Assessment shall be completed not less than 90 days before Commencement of Construction of the Project;

b. Excavating all soils on the Site as required for the construction of the Project;

c. Transporting Contaminated Soil excavated from the Site by or at the direction of Developer and stockpiling the same by the following depth intervals: 0 to 2.5 feet, 2.5 to 7.5 feet, and 7.5 feet and deeper, unless construction methods prevent practicable stockpiling by depth (e.g., trenching) or an agreement or other resolution of existing litigation between UPRR and CPV renders stockpiling by depth unnecessary for any purpose. Developer shall not stockpile any Contaminated Soil on the Site or at other locations within Symphony Park;

d. Operating and maintaining, after issuance of the Occupancy Certificate as to any structure within the Project, any Activity and Use Limitations relating to such structure, including, without limitation, a passive vapor barrier beneath any enclosed habitable structure on the Site;

e. Handling, storing, transporting, re-using or disposing of all Clean Soil;

f. After issuance of the Occupancy Certificate as to any structure within the Project, permitting, sampling, characterizing, analyzing, remediating, cleaning up, treating, abating, storing, monitoring and disposing of, to the extent required by Applicable Environmental Guidance: (x) Contaminated Soil excavated by Developer in connection with such structure; and (y) Hazardous Substances on or within or migrating from or to the surface soils or water, subsurface soils, soil gas, or groundwater of, within, on or under such structure or otherwise diverted or excavated by Developer in connection therewith;

g. To the extent necessary in Developer's sole judgment and discretion to satisfy construction design requirements within and for the Project, replacing and recompacting Clean Soil or formerly Contaminated Soil that is remediated to levels where such soil can be re-used pursuant the Soil and Groundwater Management Plan on the Site for the Project;

h. Paying for that portion of off-site disposal costs attributable to formerly Contaminated Soil that is remediated to levels where such soil could have been re-used on the Site pursuant to the Soil and Groundwater Management Plan;

i. The treatment and disposal, in compliance with Applicable Environmental Guidance, of any groundwater contaminated with Hazardous Substances that is diverted from or in connection with any structure within the Project after and for which an Occupancy Certificate is issued for that structure;

j. Using commercially reasonable efforts to comply with the CPV 2006 Memo; and

k. Materially complying with Applicable Environmental Guidance in connection with the development of the Project.

Subject to **Section 9** hereof, Developer shall be solely responsible for all costs necessary to comply with Applicable Environmental Guidance relating to Hazardous Substances within or affecting the Site.

4. CEM Contract. Developer shall promptly enter into a contract on terms and conditions acceptable to CPV and Developer that requires the Environmental Manager to perform promptly the work described below (the "**CEM Contract**"). Developer shall be exclusively responsible for all CEM Contract costs; provided however, subject to **Section 9** hereof, CPV shall reimburse Developer from the CPV Cost Cap for all CEM Contract costs relating to any given structure within the Project incurred prior to issuance of an Occupancy Certificate for such structure. Developer shall be exclusively responsible for all CEM Contract costs incurred in connection with the performance of all work under the CEM Contract relating to any given structure within the Project after issuance of an Occupancy Certificate for such structure. At a minimum, the CEM Contract shall contain the following terms and conditions:

(a) Upon issuance of an Occupancy Certificate for a given structure within the Project, the CEM Contract shall terminate as to that structure, and the Environmental Manager shall make a duplicate set of all records, data, and reports generated by the Environmental Manager in connection with CEM Contract work relating to such structure available to the Parties;

(b) On or before sixty (60) days after the Effective Date, the Environmental Manager shall submit to CPV and Developer for approval, and after obtaining their approval, promptly submit to NDEP the Soil and Groundwater Management Plan that at a minimum, and not by way of limitation, covers the following matters:

(i) Procedures for the Environmental Manager to test for Hazardous Substances in all excavated soils and any groundwater encountered before and during construction of the Project with reference to Hazardous Substances screening levels set by the Risk Assessment;

(ii) The location of, and any measures necessary for the protection of human health and the environment associated with stockpiles of soil excavated from the Site in connection with the Project (y) that NDEP or other Government Authority will approve for use as fill for the Project, or (z) containing concentrations of Hazardous Substances exceeding that allowed by NDEP to be used as fill for the Project;

(iii) The Environmental Permits and the responsibility therefor, including, but not limited to, Clark County Department of Air Quality Management dust permitting, NDEP/federal storm water discharge permits, NDEP/federal point source discharge

permits, and any Nevada Department of Conservation and Natural Resources – Division of Water Resources well construction and water appropriation permits;

(iv) The method and timing of progress reports and of reporting the discovery of Hazardous Substances encountered during construction that do not constitute Known Hazardous Substances previously reported to NDEP; and

(v) Technology and the construction of any facilities to be used for on-site treatment and disposal of soil or groundwater, if any, containing or found to contain Hazardous Substances;

(c) Obtain on behalf of and in the name of CPV or Developer all necessary Environmental Permits for the Project, except that any Environmental Permits related to off-Site transportation or disposal of Contaminated Soil, groundwater, or any other media impacted by Hazardous Substances shall identify UPRR as the generator of the same and, to the extent practicable, shall be issued in the name of UPRR;

(d) Oversee the testing, storage, handling, treatment, and transportation of any Hazardous Substances encountered during construction of the Project and any measures necessary for the protection of human health and the environment;

(e) Deliver to CPV and Developer at the conclusion of the Project construction all records relating to any facility constructed to treat soil or groundwater contamination, including applicable Environmental Permits;

(f) Coordinate with UPRR the discharge of the UPRR Obligations. The Environmental Manager shall regularly report in writing to the Parties a summary of matters relating to the handling, storage, treatment, and disposal of Hazardous Substances encountered within or emanating from the Site, including a written report of UPRR's discharge of UPRR Obligations;

(g) To the extent any dispute arises with UPRR regarding UPRR Obligations, the Environmental Manager shall immediately report such dispute in writing to the Parties; and

(h) Ongoing soil and groundwater monitoring, sampling, testing, and reporting as may be required by Applicable Environmental Guidance.

5. CPV Obligations. Subject to and as limited by the CPV Cost Cap and **Section 9** below, CPV, and not Developer, shall be responsible in connection with development of Parcels A-2, J, K, and B, to pay, on a structure by structure basis until issuance of Occupancy Certificates for such structures (meaning that CPV Obligations with respect to any given structure shall terminate on a structure by structure basis as to and when the Occupancy Certificate is issued for such structure), all costs of each of the following:

(a) Sampling, characterizing, analyzing, remediating, cleaning up, treating, abating, storing, monitoring and disposing of, to the extent required by Applicable Environmental Guidance: (x) Contaminated Soil excavated by Developer; (y) groundwater and

other media diverted, recovered, dewatered or excavated by Developer that contains Hazardous Substances; (z) Hazardous Substances on or within or migrating from or to the surface soils or water, subsurface soils or soil gas or groundwater of, diverted or excavated by Developer;

(b) Reimbursing Developer for CEM Contract costs as required pursuant to **Section 4** above;

(c) Making commercially reasonable efforts to require UPRR to complete the UPRR Obligations in connection with the construction of the Project. To the extent UPRR performs any UPRR Obligations that would otherwise be Developer Obligations, the CPV Cost Cap shall be reduced by the reasonable value of any such performance. To the extent UPRR fails to discharge promptly any UPRR Obligations, Developer shall be responsible for performing the UPRR Obligations, in which case CPV shall reimburse Developer from the CPV Cost Cap the out of pocket costs of such Developer actions. Costs incurred by CPV in requiring or attempting to require UPRR to complete the UPRR Obligations shall not be charged against the CPV Cost Cap. In CPV's sole discretion, CPV may seek reimbursement from UPRR for any or all costs incurred by CPV under this subsection. The CPV Cost Cap shall not be replenished by any amounts UPRR pays to CPV as a resolution of any such action.

(d) If Developer in its sole judgment and discretion obtains a PLL Policy, reimbursing Developer from the CPV Cost Cap for a pro-rata portion of the cost of the premium paid by Developer for such PLL Policy to be calculated by dividing the number of months from the Commencement of Construction on the Parcel covered by the PLL Policy to the issuance of the Occupancy Certificate(s) for such Parcel, on the one hand, by the number of months covered by the term of the PLL Policy, on the other hand. In event that the PLL Policy covers as insured property more than one Parcel within the Project, then CPV's premium reimbursement obligation shall be further pro-rated by dividing the ground surface area of each Parcel on which construction commenced by the total ground surface area of the Parcels insured by the PLL Policy. As an example and for illustration purposes only, if the PLL Policy premium were $100,000 for 60 months, covered three 500,000 square foot Parcels, and had construction periods of 24 months on each Parcel, then CPV's pro rata portion of the premium would be $13,200 per Parcel (24/60 = .40 x $100,000 = $40,000 and 500,000/1,500,000 = .33 x $40,000 = $13,200).

Notwithstanding anything to the contrary in this PEMA, CPV shall not be responsible for any costs Developer would incur in the absence of the presence of Hazardous Substances in soil, groundwater, or other media at the Site.

6. Stockpile Area. Developer shall select a location for Developer's temporary off-Site stockpiling soils excavated from the Site. The Parties agree and acknowledge that the costs associated with handling, transporting, stockpiling, and characterizing Contaminated Soil wherever they are transported may be charged against the CPV Cost Cap. Unless a longer period is agreed to in writing by CPV, Developer shall remove and dispose of all soil stockpiled on CPV or CPV Affiliate property within ninety (90) days of any such soil being delivered to the temporary stockpile site.

7. UPRR Claim.

(a) Notwithstanding the prior issuance of any Occupancy Certificate, in the event UPRR makes any written Excess Remediation Costs claim relating to the Project or Site ("**UPRR Claim**"), Developer and CPV shall notify in writing the other of any UPRR Claim not more than 10 days after receiving written notice of the UPRR Claim.

(b) In submitting to UPRR the notice and information required in the CPV 2006 Memo, Developer or CPV shall instruct UPRR to provide any UPRR Claim notices to both Developer and CPV.

(c) In the event of a UPRR Claim, if and to the extent the CPV Cost Cap has not yet been exhausted, Developer shall promptly (i) notify CPV that Developer will not contest the UPRR Claim, in which case CPV shall either (y) timely pay UPRR the requested reimbursement and charge the reimbursement against the CPV Cost Cap, or (z) contest the UPRR Claim, or (ii) notify UPRR and CPV in writing that any UPRR Claim or some portion thereof is disputed in good faith. In the event CPV contests a UPRR Claim under (i)(z) above, the amount charged against the CPV Cost Cap shall be (a) the amount of the UPRR Claim, or (b) the amount paid by CPV to UPRR in any resolution of such UPRR Claim together with CPV's fees and costs of contesting the matter, whichever amount is less. The maximum charge against the CPV Cost Cap resulting from any judgment or settlement of such proceeding shall not exceed the amount remaining in the CPV Cost Cap, and CPV shall be solely responsible for any amounts in excess of the original UPRR Claim. Developer shall be solely responsible for any Excess Remediation Costs after exhaustion of the CPV Cost Cap.

(d) Subject to any claim of attorney-client or work product privilege, Developer and CPV shall cooperate in good faith in communicating with each other and considering and analyzing any UPRR Claim. Promptly after receiving notice of a UPRR Claim, CPV and Developer shall provide to each other all information related to any UPRR Claim relied upon by, or in possession or control of, CPV and Developer.

(e) Subject to any claim of attorney-client or work product privilege, CPV and/or CPV Affiliate and Developer shall work cooperatively and in good faith to keep each other informed and involved in all communications and/or proceedings with or against UPRR relating to any disputed UPRR Claim.

8. Lis Pendens. In the event CPV contests a UPRR Claim pursuant to **Section 7** hereof, and such UPRR Claim results in the recording or filing by UPRR of a lien or lis pendens against the Site or any portion thereof, CPV shall, not more than 10 days after any such lien or lis pendens is recorded, remove such lien or lis pendens from encumbering the Site by bonding or otherwise and shall work to resolve immediately, finally and completely any litigation, arbitration, mediation, complaint, settlement, demand, claim or other action by UPRR for Excess Remediation Costs.

9. Termination. All CPV Obligations shall terminate upon (i) the exhaustion of the CPV Cost Cap, or (ii) the issuance of Occupancy Certificates for each structure planned within the Parcels comprising the Site (Parcels A-2, J, K, and B), whichever first occurs. Provided, however, that if the CPV Cost Cap has not yet been exhausted, CPV shall, notwithstanding the issuance of an Occupancy Certificate for any structure within the Project, be responsible for the

costs to dispose of or remediate Contaminated Soil excavated in connection with the construction of such structure prior to issuance of the Occupancy Certificate for such structure, but only to the extent of any remaining CPV Cost Cap. Costs eligible for reimbursement hereunder that are incurred but not billed prior to issuance of an Occupancy Certificate shall be reimbursed after such issuance if funds remain in the CPV Cost Cap.

10. Mutual Release. Each Party for itself and each Party's agents, representatives, successors, assigns, members, administrators, officers, directors, employees, and all other persons associated with each Party hereby irrevocably releases waives, remises, acquits and forever discharges all other Parties and each of their agents, representatives, successors, assigns, members, administrators, officers, directors, employees (**"Released Party"**) from any and all claims or potential claims, causes of action and any demands whatsoever, whether presently known or unknown, vested or contingent, in law or in equity, and for claims of any nature whatsoever, whether based on Environmental Laws or any other federal, state or local statute or ordinance, or based on a tort, contract, common law or other theory of recovery, for any liability, obligation, responsibility, loss, cost, claim, damage, order, judgment, decree, expense (including, without limitation, reasonable attorney and expert fees and disbursements, including court costs and costs of appeal), penalty or fine incurred in connection with, arising from or out of, or related to any Release of Hazardous Substances, any Environmental Condition, or any violation of Environmental Laws occurring on or within the Site prior to the Close of Escrow. Nothing in this Section or this Agreement shall be construed as a release or waiver of any claim, arising from a breach of any term, condition, covenant, representation or warranty contained in this Agreement, or against UPRR or any other party responsible for a Release of Hazardous Substances or any Environmental Condition affecting the Site, or any violation of Environmental Laws.

11. Limited Developer Indemnity Developer shall indemnify, hold harmless, and defend CPV, any CPV Affiliate, council members, mayor, employees, agents, officers, successors, and assigns (**"Indemnified Parties"**) of and from all losses or claims for personal injury, property damage, or natural resource damages (collectively **"Claim"**) arising out of any failure by Developer to design, construct, or operate the Project in conformance with Applicable Environmental Guidance from and after the Close of Escrow; provided, however, Developer's obligation under this Section does not cover any Claim arising from any negligent act or omission or any intentional misconduct of any of the Indemnified Parties.

12. Covenants Run With the Land. The Parties desire and agree that each of the rights and obligations set forth in this Exhibit I touch, concern and run with the land comprising the Site, benefiting and burdening the Parties' successors and assigns and all successor owners of the Property, and that the Declaration shall be drafted and recorded to give notice to third parties of such rights and obligations.

13. UPRR. Neither any provision of this Agreement nor this Agreement as a whole is an acknowledgement or admission by the Parties that CPV, any CPV Affiliate, the City, or Developer is responsible or obligated to UPRR for any UPRR Claim or otherwise, and UPRR is not intended to be, nor shall UPRR be construed to be, released from any liability or a third-party beneficiary of this Agreement or any provision hereof.

Attachment I-1
[CPV 2006 Memo]

CITY PARKWAY V, INC.

An Affiliate of the City of Las Vegas

August 31, 2006

Don Caldwell
Director Special Properties
150 North Santa Anita Ave., Suite 300
Arcadia, CA 91006

Dear Mr. Caldwell,

The Union Park project is moving toward the next phase of development; to install the infrastructure. Keep Memory Alive should also begin construction of the Lou Ruvo Alzheimer's center before the end of the year.

As discussed in our last meeting I have attached an outline of how we intend to handle contaminated soil and groundwater encountered during construction. I will forward to you a copy of the Environmental Management Plan when it is completed.

Sincerely,

Douglas A. Selby
President

Enclosed
Cc: Jim Levy
Christine Smith
Steve Houchens
Mark Vincent
Scott Adams
Rita Brandon

400 Stewart Avenue – Las Vegas, Nevada 89101 – Phone (702) 229-6551 – Fax (702) 385-3128

OUTLINE FOR SOIL AND GROUNDWATER CONTAMINATION HANDLING AT 61-ACRE SITE IN LAS VEGAS, NEVADA

1) Environmental Management Plan ("EMP")

   a) Site wide or project by project outline for how to identify and handle hazardous substances encountered during construction on site.
   b) Approved by NDEP in advance of excavation/construction
   c) Will contain, among other matters, criteria and recommendations for:
      i) Sampling frequency and scope (as may relate to existing and developing information at the site)
      ii) Procedures for identification of contaminated soils and groundwater
      iii) The reuse of certain soils containing low levels of hazardous substances encountered during construction on site
      iv) The location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles that NDEP will approve for use as fill at the site;
      v) The location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles containing concentrations of hazardous substances exceeding that allowed by NDEP to be used as fill for the project;
      vi) Identification of any necessary environmental permits for construction and operation of the site

2) Certified Environmental Manager

   a) Engaged by City or Newlands
   b) Responsible for, among other things:
      i) Preparing the EMP
      ii) Obtaining any necessary environmental permits for construction of the projects
      iii) Overseeing the testing, storage, handling, treatment, and transportation of any Hazardous Substances encountered during construction of the projects
      iv) Coordinating the discharge of UPRR environmental obligations at the site
      v) Preparing and filing any necessary environmental reports/tests with NDEP
      vi) Any required ongoing soil and groundwater monitoring, sampling, testing, and reporting

3) Pre-Construction Notice to UPRR

   a) Delivered in writing to the corporate headquarters of UPRR (to such persons as UPRR designates to receive the notice), as soon as practicable after the filing of any application for grading or building permits
   b) Will describe planned construction in detail, including
      i) Construction schedule, including anticipated hours of daily construction activities

ii) Grading plans submitted in connection with grading permit applications
iii) Construction plans submitted in connection with building permit applications
iv) Geotechnical reports and recommendations
v) The location of ingress and egress for UPRR activities on site
vi) The location of contaminated soil stockpiles for UPRR soil removal
vii) The location where UPRR shall, if requested, replace with clean soil the contaminated soil removed by UPRR

c) Will indicate that the person giving the notice is the successor owner (or the agent of the successor owner) of the relevant portion of the site
d) Will indicate that the notice is given to UPRR for the purpose of initiating UPRR's obligations pursuant to the Environmental Provisions of the Grant, Bargain, Sale deed from UPRR to Nevada Stadium Partners Limited Partnership and successors, dated November 12, 1996
e) Will provide contact information for the person sending the notice

4) Additional Notices to UPRR

a) If petroleum product in free or liquid phase is observed in thicknesses greater than ½ inch prior to or during construction activities on site, UPRR will be notified of such observations. The notice will include, at a minimum, the following information:
i) The observed location of the free or liquid phase product
ii) The method of discovery (groundwater well, open excavation, etc.)
iii) Lab analysis of the free or liquid phase product
iv) Status of construction activity on site
v) A representation that the person giving the notice is the successor owner (or the agent of the successor owner) of the relevant portion of the site
vi) An indication that the notice is given to UPRR for the purpose of initiating UPRR's obligations pursuant to the Environmental Provisions (subpart (b)) of the Grant, Bargain, Sale deed from UPRR to Nevada Stadium Partners Limited Partnership and successors, dated November 12, 1996
vii) Contact information for the person sending the notice

b) If heavy metals are observed in soil or groundwater on site, or heavy metals are observed in soil or groundwater emanating from the site, UPRR will be notified of such observations. The notice will include, at a minimum, the following information:
i) The observed location of the heavy metals
ii) A summary of the field work done to collect soil or groundwater samples contaminated with heavy metals
iii) Lab analysis of soil or groundwater contaminated with heavy metals
iv) Status of construction activity on site
v) A representation that the person giving the notice is the successor owner (or the agent of the successor owner) of the relevant portion of the site
vi) An indication that the notice is given to UPRR for the purpose of initiating UPRR's obligations pursuant to the Environmental Provisions (subpart (c)) of the Grant, Bargain, Sale deed from UPRR to Nevada Stadium Partners Limited Partnership and successors, dated November 12, 1996

vii) Contact information for the person sending the notice

5) Soil Stockpiling

a) Subject to NDEP EMP approval, soil excavated in the course of construction will be characterized as clean (non-detect for heavy metals or total petroleum hydrocarbon ("tph")), contaminated (greater than 100 ppm tph or greater than state action levels for heavy metals in soil), or contaminated/re-usable (having tph concentrations between 0 and 100 ppm or heavy metal concentrations between 0 and state action levels for soil)
b) Soil will be handled and stockpiled as required by the EMP
c) Contaminated/re-usable soils will be used throughout the site as appropriate
d) Contaminated soils will be stockpiled separately from clean or contaminated/re-usable soils

6) Stockpile Accounting

a) Contaminated soils will be stockpiled in one or more Contaminated soils stockpiles as directed by the City or Project Manager and as set forth in the approved EMP
b) The CEM will maintain a volumetric accounting of the following with respect to each Contaminated soil stockpile
   i) The location of the excavation (e.g., Block A, B, C, etc.)
   ii) The purpose for which the excavation was made:
      (1) compliance with geotechnical recommendations
      (2) footings/slab/elevator shaft
      (3) road/sidewalk bed
      (4) landscaping
      (5) utilities
      (6) basement/subgrade floors other than for parking
      (7) subsurface parking
         (a) for general public
         (b) not for general public
      (8) bowl of stadium on which sporting and other entertainment events will take place
         (a) above 7.5 feet below ground surface ("bgs")
         (b) below 7.5 feet bgs (together with an indication of whether NDEP required the excavation below 7.5 feet bgs as a result of contamination found above that depth)
         (c) within 500 feet of Bonneville (together with an indication of whether NDEP required the excavation because of contamination found outside the bowl of the stadium)
      (9) environmental risk assessment recommendations if applicable
c) The CEM will send a copy of the stockpile accounting to UPRR on a monthly basis

7) Groundwater Treatment

a) To the extent groundwater beneath the site has petroleum product in free or liquid phase in thicknesses greater than ½ inch, UPRR will be notified as set forth in Section 4(a)

above so that UPRR can remove and/or remediate in accordance with law all such petroleum product in free or liquid phase

b) To the extent groundwater on or emanating from the site is contaminated with heavy metals, UPRR will be notified as set forth in Section 4(b) above so that UPRR can clean up, correct, or otherwise remediate all such water in compliance with applicable law

Attachment I-2
[Deed Covenants]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP
16885 Dallas Parkway, 4th Floor
Dallas, Texas 75248
Attn: Paul A. Tanner

MAIL TAX STATEMENTS TO:

NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP
16885 Dallas Parkway, 4th Floor
Dallas, Texas 75248
Attn: Paul A. Tanner

(Space above line for Recorder's use only.)

GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, ("Grantor"), grants to NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantee"), all of its right, title, and interest, in and to that certain real property (the "Property") situated in the City of Las Vegas, County of Clark, State of Nevada, described in **Exhibit 1** attached hereto and incorporated by reference.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Grantor under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use thereof by Grantee, its successors or assigns.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;

B. All matters which would be revealed or disclosed by a physical inspection of the Property;

C. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and

D. Zoning ordinances and regulations and any other laws, ordinances, notices, orders and other governmental regulations and restrictions affecting the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect.

ENVIRONMENTAL PROVISIONS:

(a) Grantor hereby gives notice that portions of the Property are currently affected by contamination of the soil and groundwater. Therefore, Grantee (and its successors in title to the Property) should contact the State of Nevada Division of Environmental Protection (or its successor agency with jurisdiction to require clean up, correction, or other remediation of soil or groundwater contamination) prior to commencement of any building, construction or excavation activities on the Property in order to obtain information on past remediation or any necessary approvals for protective measures to be taken in conducting any such activities.

(b) Grantor (for itself and its successors and assigns) hereby covenants and agrees, for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to petroleum hydrocarbon contamination existing as of the date of this deed, Grantor shall (i) replace with clean soil and dispose of in accordance with law all soils on the Property excavated in the course of construction activity which contain total petroleum hydrocarbon levels in excess of one hundred (100) milligrams per kilogram, and (ii) remove and/or remediate in accordance with law any petroleum product in free or liquid phase that is present on or in the groundwater under the Property in an amount of excess of one-half inch (½") in depth.

(c) Grantor (for itself and its successors and assigns) hereby covenants and agrees for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to heavy metals contamination existing as of the date of this deed, Grantor shall clean up, correct, or otherwise remediate all soils and waters located on or emanating from the Property from any contamination by heavy metals, including lead to a level of no more than 1400 milligrams per kilogram, to standards and in accordance with procedures now or in the future set by the governmental agency or agencies having jurisdiction over the establishment of such standards.

(d) The foregoing covenants and agreements are in addition to, and not in limitation of, any other environmental contamination or other obligations or liabilities of Grantor or Grantee regarding the Property existing by virtue of express contract (including, without limitation, that certain Purchase and Sale Agreement and Escrow Instructions dated October 21, 1996, by and between Grantor and Grantee, identified in the records of Grantor as Document No. 1-1329-29, as amended by Amendment to Purchase and Sale Agreement dated October 30, 1996), or under applicable governmental laws, statutes, rules, regulations, ordinances or orders. No authority or power of any sort of the State of Nevada or obligation of Grantor to complete off-site remediation is waived or in any way affected by this provision.

LANDSCAPING COVENANT:

The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Grantor's Parkway Center ownership. Until such time as all of the Property is developed and landscaping in connection therewith is installed, Grantee agrees that Grantor may continue to maintain such landscaping and to operate the irrigation equipment, and that Grantee shall reimburse Grantor for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Grantee may eliminate such irrigation facilities, provided that it does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. If Grantee transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

PARTICIPATION IN STAGE TWO IMPROVEMENTS:

(a) Grantee acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

(i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on **Exhibit 2**;

(ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on **Exhibit 3**;

(iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on **Exhibit 4**.

(b) If requested by Grantor or the City of Las Vegas, Grantee agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Grantor and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Grantee agrees that Grantee's share (including Grantee's contribution required by any governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Grantor and the City of Las Vegas. If Grantee is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Grantee shall reimburse Grantor and other property owners, on a proportionate basis, to the extent of Grantee's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Grantee pursuant to the foregoing shall be Three Million Dollars ($3,000,000.00) in the aggregate.

All covenants described above are intended to be running covenants, burdening and benefiting the parties' successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant, Bargain and Sale Deed as of November 12, 1996.

Attest:

R. C. Ingram (Seal)
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: R. A. Hurd
Its: Assistant Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On November 12, 1996, before me, a Notary Public in and for said County and State, personally appeared R. D. Uhrich and R. C. INGRAM, Assistant Vice President and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Milli M. Scheer
Notary Public

(SEAL)
GENERAL NOTARY-State of Nebraska
MILLI M. SCHEER
My Comm. Exp. August 17, 1997

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Attachment I-3
[Environmental Disclosure Documents]

Symphony Park Environmental Disclosure Documents

Electronic Documents on Two Compact Discs

Identifier	Title/Text Reference
01	Remedial Action Plan

DamesMooreReports

FinalReport.TIF
Off-Site Evaluation 09-29-1998 Appendices A-H.TIF
SummaryReportPhaseI&II Site Characterization 11-11-1987.TIF

Site Characterization Investigation and Recommended Remedial Action Plan, July 29, 1989
-Appendices

Appendices.tif,
Appendix A - Summary of Buried Disposal Area Investigation.tif
Appendix B - Investigative Procedures.tif
Appendix C - Chain-of-Custody Records.tif
Appendix D - Field and Laboratory QA&QC Program.tif
Appendix E - Health and Safety Plan.tif
Appendix F - Regional Geology and Hydrogeology.tif
Appendix G - Exploratory Boring Logs.tif
Appendix H - Soil and Hydrogeoloic Conditions By Area.tif
Appendix I - Gauging Data and Hydrographs.tif
Appendix J - Soil Laboratory Data Reports.tif
Appendix K - Ground-Water Laboratory Data Reports.tif
Appendix L - Maps of Approx Dist of Soils Containing PH.tif
Appendix M - Observed Versus Actual Thickness of Liquid Hydrocarbon.tif
Appendix N - Liquid Hydrocarbon Volume Estimates.tif
Appendix O - Air Quality Monitoring Report.tif
Appendix P - Report of Industrial Hygiene Evaluation.tif
Appendix Q - Desert Research Institute Report.tif
Appendix R - Health Risk Assessment.tif
Appendix S - USPCI Report of Oil Recovery Operations.tif
OIL RECOVERY SYSTEM.TIF

-1) Table of Contents and Executive Summary.tif
- Sect 1 Introduction.tif
- Sect 2 Purpose & Scope.tif
- Sect 3 Site Background.tif
- Sect 4 Hydrocarbon Contamination.tif
- Sect 5 Lead Contamination.tif
- Sect 6 Assessment of Potential Mobility and Fate of Contaminants.tif
- Sect 7 Health Risk Assessment.tif
- Sect 8 Site Remediation Criteria.tif
- Sect 9 Recommended Remedial Action.tif
PLATE 01.TIF, PLATE 02.TIF, PLATE 03.TIF, PLATE 04.TIF, PLATE 05.TIF, PLATE 06.TIF, PLATE 07.TIF, PLATE 08.TIF, PLATE 09.TIF, PLATE 10.TIF, PLATE 11.TIF, PLATE 12.TIF, PLATE 13.TIF, PLATE 14.TIF

01) Final Remedial Action Plan 06-5-1992.pdf
02) Addendum I to RAP 08-18-1992.pdf
03) Request For Final Closure 10-06-1997.pdf
04) Depart of the Army Letter 12-09-2003.pdf
05) Interim Closure Report of Rem Action 09-27-93.pdf
06) NDEP Letter 03-26-1998.pdf
07) NDEP Remediation Requirements Sept 10, 1991.pdf
08) Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf

09) Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf

02 Plystadium Agreement
- 01) Plystadium Agreement.pdf
- 02) Amended and Restated Mem of Rights.pdf
- 03) Estoppel Certificate.pdf
- 04) Termination of Mem of Repurchase Option.pdf
- 05) Trusetee's Deed - Lehman to PAMI.pdf
- 06) GBSD UPRR Ply Stadium.pdf

03 Pollution Legal Liability Select
- Pollution Insurance PLS 8194919.pdf

04 Environmental Risk Management – Converse Consultant, August 23, 2000
- 01) Environmental Risk Management 08-23-2000.pdf
- 02) Risk-Based Evaluation 09-24-2002.pdf
- 03) Hydrocarbon Free Product Plumes Map.pdf
- 04) Soil Impact Map.pdf
- 05) Kleinfelder Extension Proposal – 03-23-2010.pdf

05 Trenching Exercise – Converse Consultants.pdf, Sept 11, 2002

06 Terracon Phase I & Phase II Environmental Site Assessment.pdf – March 26, 2003 & April 2, 2003
- Exhibit 12 - Terracon Phase I & II Environmental Site Assessment.pdf
- Phaselexec.pdf
- PhaseIIexec.pdf

07 Preliminary Geotechnical Studies – Converse Consultants
- Northern Prelim. Geotech.pdf
- Southern Prelim. Geotech.pdf

08 Groundwater Monitoring Reports
- 2nd Half 2005 Groundwater Report
  - Cover 2nd Half 2005 Groundwater Report.tif; DOC060509-003.tif; DOC060509-004.tif; DOC060509.pdf; DOC060509.tif; DOC060509a.tif; DOC060509b.tif; DOC060509c.tif; DOC060509d.tif; DOC060509e.tif; DOC060509f.tif
- Abandoned Wells July 2004
  - -Abandoned Wells July 2004.pdf
  - -Completion of Well Plugging Abandonment Former Las Vegas Rail Yard.htm
- 01) 2nd Quarter 1991 Groundwater Report.pdf
- 02) 2nd Quarter 2001 Groundwater Report.pdf
- 03) 3rd Quarter 2001 Groundwater Report.pdf
- 04) 4th Quarter 2001Groundwater Report.pdf
- 05) 1st Quarter 2002 Groundwater Report.pdf
- 06) 2nd Quarter 2002 Groundwater Report.pdf
- 07) 1st Half 2002 Semi-annual Compliance Report.pdf
- 08) 3rd Quarter 2002 Groundwater Report.pdf
- 09) 4th Quarter 2002 Groundwater Report.pdf
- 10) 1st Half 2003 Groundwater Report.pdf
- 11) 1st Half 2003 Semi-annual Compliance Report.pdf
- 12) 2nd Half 2003 Groundwater Report.pdf
- 13) 2nd Half 2003 Semi-annual Compliance Report.pdf
- 13a) UP letter Jan 7 2004.tif
- 14) 1st Half 2004 Groundwater Report.pdf
- 15) 1st Half 2004 Semi-annula Compliance Report.pdf
- 15a) Well Monitoring Modification Plan 05-06-2004.tif
- 16) 2nd Half 2004 Groundwater Report.pdf
- 16a) TABLE 2 Groundwater Analytical Data 06-16-2004.xls
- 17) 2nd Half 2004 Semi-annual Compliance Report.pdf
- 18) 1st Half 2005 Groundwater Report.pdf
- 19) 1st Half 2005 Semi-annual Compliance Report.pdf
- 20) NDEP letter on Groundwater monitoring 08-13-2008.pdf

21) Monitoring Well MW-47 A & B abandonment.msg
22) UPRR letter on Wells Abandonment and sampling.msg
23) FW Waste Water Discharge Permit MSC-0002.msg
Forrester letter Well Abandonment 02-04-2004.tif
2nd Quarter 2010 Groundwater Monitoring Report.pdf

09 Maps

01) Remediation Depth.jpg
02) Uphcfreeprod.pdf
03) upenvscan012803ssm.pdf
04) Environmental vs architectural.pdf
05) Master Plan Remaining Contamination.JPG
06) Master Plan Depth.JPG

10 Union Park Master Planning

BRT

BRT - Grand Central borings 06-09-2007.pdf
BRT Stockpile Samples 08-27-2007 thru 09-07-2007.pdf
BRT Stockpile Samples 09-08-2007 thru 09-24-2007.pdf
BRT Stockpile Samples 09-25-2007 thru 10-05-2007.pdf
BRT Stockpile Samples 10-06-2007 thru 10-23-2007.pdf
BRT Stockpile Samples 10-24-2007 thru 11-12-2007.pdf
BRT Stockpile Samples 11-13-2007 thru 11-30-2007.pdf
BRT Stockpile Samples 12-1-2007 thru 12-31-2007.pdf

Phase 1 Infrastructure

Phase 1 Stockpile Samples 01-01-2009 thru 01-31-2009.pdf
Phase 1 Stockpile Samples 02-01-2009 thru 03-03-2009.pdf
Phase 1 Stockpile Samples 04-15-2008 thru 5-6-2008.pdf
Phase 1 Stockpile Samples 05-7-08 thru 6-10-08.pdf
Phase 1 Stockpile Samples 06-11-2008 thru 6-19-2008.pdf
Phase 1 Stockpile Samples 06-20-2008 thru 7-3-2008.pdf
Phase 1 Stockpile Samples 07-4-08 thru 8-8-08.pdf
Phase 1 Stockpile Samples 08-9-2008 thru 8-31-2008.pdf
Phase 1 Stockpile Samples 09-1-08 through 9-30-08.pdf
Phase 1 Stockpile Samples 10-1-2008 thru 10-31-2008.pdf
Phase 1 Stockpile Samples 11-1-2008 thru 11-30-2008.pdf
Phase 1 Stockpile Samples 12-1-2008 thru 12-31-2008.pdf
Soil Samples-Buried Drum- 04-21-09.pdf

1) UnionParkSoil&GroundwaterManagementPlan03-21-2007.pdf
2) Converse Risk Assessment Addendum - arsenic evaluation final – 07-03-2007.pdf
3) Kleinfelder Soil and Groundwater Management Plan - arsenic addendum final 7-5-07.pdf
4) Kleinfelder Soil and Groundwater Management Plan Clarification addendum 10-29-10.pdf
NDEP Conditional Exempt Small Quantity Generator letter 03-04-2010.pdf
NDEP Grant approval letter.pdf
NDEP Grant Application CP5.pdf
Kleinfelder Phase I Environmental Site Assessment Update_Union Park 03-15-2007.pdf
Un Park Roadway and Drain Geotech LVE7R220 Complete 06-15-2007.pdf
Un Park Street Borings 06-15-2007.pdf

11 Additional Disclosures – Inaccessible "Ghost" files

Depart of the Army Letter 12-09-2003.pdf
NDEP Letter 03-26-1998.pdf
Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf
Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf

Parcel A1 - Ruvo

01) Ruvo Pre-excavaton Sampling Summary 03-27-2007.pdf
1a) Ruvo Presampling 03-23-2007pf
02) Ruvo Mass Excavation Soil Report 05-10-2007- .pdf
03) Ruvo Sewer excavation report 06-07-2007.pdf
04) Ruvo Power Trench 06-29-2007.pdf

05) Ruvo Environmental Services 07-07-2006.pdf
06) LV Paving Job Ticket 07-19-2007.pdf
07) Ruvo Stockpile Testing Results 11-7-07.pdf
08) LV Paving Remediation Certificates 2008.pdf
09) Kleinfelder letter for Ruvo Site Excavation 02-13-2009.pdf

Parcel E - WJC
01) WJC Terracon limited site investigation 4-5-07.pdf
02) DRAFT Impacted Soil and Groundwater Work Plan WJC 07-19-2007.pdf
03) 2007-08-01_UP_3P_WJC_Remediation Cost Estimate.pdf

Parcel G - City Core
01) Charlie Palmer - City Core Prelim Geotech 08-27-2007.pdf
02) CITY CORE Phase 1 ESA 09-20-2007.pdf
03) City Core -soil cutting report Sept 2007.pdf
03a) City Core Pictures -soil cutting.pdf
04) City-Core Geotech 01-02-2008.pdf
04) Phase II ESA 12-13-2007.pdf
05) Site specific risk assessment - Sage Solutions 01-11-2008.pdf

Parcel H/I – PAC
Lied Children Museum
Mass Excavation Photos
December 20 and 31 2010
111 Photos
December 23 2010
102 Photos
December 27 2010
45 Photos
LIED Museum and PAC Garage Pre Excavation Soil Samples.pdf
LIED Museum and PAC Garage Soils Report 11-1-10 thru 12-31-10
LIED Pier Drillings 1-5-11 thru 1-18-11
Pre-Excavation Samples 12-16-10
LIED Museum and PAC Garage Soils Report 11-1-10 thru 12-31-10
LIED Museum Soils Report 1-1-11 through 2-28-11
LIED Museum Soils Report 3-1-11 through 3-31-11
LIED Museum Soil Remediation Weigh Tickets 01-04-11
CH2M Hill PAC Boring Report to UPRR – May 2009.pdf
CH2M Hill Pac Soil and Groundwater Study 04-10-2009.pdf
Groundwater Smiths Center 10-23-2007.pdf
Kleinfelder Scope of Work – NDEP funds transfer 02-22-2010.pdf
PAC Kleinfelder Risk Assessment 09-25-2006.pdf
PAC Remediation Cost Cap- Final 05-04-2007.pdf
PAC Soil Excavations 01-01-2010 thru 01-31-2010.pdf
PAC Soil Excavations 02-01-2010 thru 04-30-2010.pdf
PAC Soil Excavations 05-01-2009 thru 06-29-2009.pdf
PAC Soil Excavations 05-27-09 thru 6-12-09.pdf
PAC Soil Excavations 06-13-09 thru 09-18-09
PAC Soil Excavations 09-11-10 thru 10-31-10
PAC Soil Excavations 09-19-09 thru 10-30-09.pdf
PAC Soil Excavations 11-1-09 thru 11-30-09.pdf
PAC Soil Excavations 12-1-09 thru 12-31-09.pdf
PAC Soil Samples- 05-13-2009.pdf
PAC Terracon Geotech Report 05-23-2008.pdf
Soil Samples-Buried Drum- 04-16-09.pdf

Parcel J -
2007-11-19_UP-3P-Final Report Plates.pdf
2007-11-19_UP-3P-Parcel J - Final Subsurface Assessment Report.pdf

Parcel PQ – LiveWork
Plate 1 041608.pdf

Parcels C, D, F, L, N, O1 & O2 – Newland Communities
Kleinfelder Prelim Geotech Report on Parcel C 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel D 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel F 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel O1 04-23-2007.pdf

Kleinfelder Prelim Geotech Report on Parcel O2 04-23-2007.pdf
Kleinfelder Vapor Survey of Parcels C,D,F, and O.pdf

Attachment I-4
[Letter dated September 10, 1991 from NDEP to UPRR]

STATE OF NEVADA
BOB MILLER
Governor

PETER G. MORROS
...ector

L. H. DODGION
Administrator

Administration	(702) 687-4670	Wastewater Treatment Services	687-5870
Air Quality	687-5065	Water Permits and Compliance	687-4670
Mining Regulation and Reclamation	687-4670	Water Quality Planning	687-4670
Waste Management	687-5872	FAX	885-0868
Federal Facilities	687-3880		

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

123 W. Nye Lane

Carson City, Nevada 89710

September 10, 1991

William Wimmer
Assistant Vice President
Environmental Management
Union Pacific Railroad
1416 Dodge Street - Room 930
Omaha, NE 68179

RE: Las Vegas, Nevada, Yard Cleanup

Dear Mr. Wimmer:

The Nevada Division of Environmental Protection (NDEP) has reviewed the Union Pacific Railroad's (UPRR) recent proposed action level for the cleanup of Total Petroleum Hydrocarbons (TPH). Based on the data and information provided and discussions with Rick Eades, the NDEP is requiring adherence to the following stipulations.

The NDEP will require UPRR to:

1. - Remediate all soil with TPH values in excess of 100 mg/kg from ground level to 2 ½ feet. The UPRR will be required to remediate the soil directly below the rail tracks during future track maintenance and repair. Immediate action on the impacted soil directly under the tracks is not directed, yet adherence to the clean-up stipulations outlined in this letter will be required. Other impacted soil not directly under the tracks will be required to adhere to the stipulations contained in this letter; and;

- remediate all soil with TPH values in excess of 10,000 mg/kg, irregardless of the depth, and;

- remediate all soil excavated during the remediation of the soils greater than 10,000 mg/kg, to a TPH value of less than 100 mg/kg, and;

- provide as per the March 13, 1991 meeting, a guarantee to be approved by NDEP, that soils excavated during future construction which have TPH levels in excess of 100 mg/kg (TPH) attributable to Union Pacific's past occupancy, will be disposed of by the railroad. This obligation also applies to ground water contamination encountered in future development that is attributable to Union Pacific's past use.

2. - Provide written documentation stating UPRR is the responsible party on environmental contamination of soils and groundwater.

3. - Initiate a pilot program to determine the feasibility for an in-situ remediation project on the hydrocarbon contaminated soil left in place.

4. - Negotiate and establish a written agreement with the City of Las Vegas for the monitoring and enforcement of future remediation activities that are attributed to UPRR past activities.

In regards to the other on going and proposed remediation activities on the other contaminates, solvent and lead, the NDEP understands the following:

- In the UPRR letter of November 26, 1990, UPRR agreed to remediate the soil and groundwater contaminated with chlorinated and non-chlorinated solvents. The NDEP is awaiting this remediation plan and informational data, per the request made by the NDEP on August 29, 1990.

- In the NDEP letter to UPRR dated June 24, 1991, the NDEP responded to the proposed lead remediation plan submitted on April 17, 1991. The NDEP provided comments on the plan and is awaiting a revised plan for remediation.

- Currently, there are two free product recovery systems in place and operational. Modification to the westbound recovery system is currently being done per Mr. Jim Moran, USPCI, during the meeting of August 14, 1991. It is the understanding of the NDEP that the recovery systems for the area designated as the fuel farm area, is being designed and is considered to be of high priority by the NDEP, August 29, 1990 letter. The NDEP will require a written status report and schedule for the design, installation and operation of the free product recovery systems by October 11, 1991.

- The NDEP will require that the free product recovery systems operate with the goal of reducing free product to a thickness of ½ inch or less as measured in the formation, per the Nevada Administrative Code. Adherence to the current NAC is mandated since no agreed to remediation plan has been executed at this time.

Sincerely,

L.H. Dodgion, P.E.
Administrator

LHD/JNN:klh

cc: H.L. Rosse, NDEP
A. Biaggi, NDEP
D. Gross, NDEP
B. Noonan, City Manager, City of Las Vegas
P. Shalmy, County Manager, Clark County
C. Judkins. Clark County Health District
R. Eades, UPRR
Gary Papek, UPRR
Jim Moran, USPCI
Rick Stout, Dames and Moore
R. Broadbent, Broadbent & Associates

Attachment I-5

[October 21, 1996, Purchase and Sale Agreement between Ply Stadium Partners, Inc. and UPRR]

LAW DEPT
OCT 21 1996

1-1329-29
189850

PURCHASE AND SALE AGREEMENT

AND ESCROW INSTRUCTIONS

between

UNION PACIFIC RAILROAD COMPANY

"SELLER"

and

PLY STADIUM PARTNERS, INC.

"BUYER"

DATED: October 21, 1996

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TO: OLD REPUBLIC TITLE COMPANY
OF NEVADA
2900 N. Green Valley Parkway
Henderson, Nevada 89014
Attn: Frances Butler
Telephone: (702) 433-2088
Facsimile: (702) 433-8687

Escrow No. 96-40-10610-FB

Date of Opening of
Escrow: October 22, 1996

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is made as of October 21, 1996, between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("Seller"), and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("Buyer").

ARTICLE I
PROPERTY

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth herein, the real property (the "Property") located in Las Vegas, Clark County, Nevada, shown as Lot 5 on Exhibit A-1, and described in Exhibit A-2 attached hereto and hereby incorporated herein.

EXCEPTING from this sale and RESERVING unto Seller, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Seller under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use of the Property by Buyer, its successors or assigns.

Subject to Seller's obligations under Section 3.2, it is understood that this Agreement is, and the sale and conveyance made pursuant to this Agreement shall be, subject to any and all applicable federal, state and local laws, orders, rules and regulations and any and all recorded easements, restrictions and all other outstanding rights of record and exceptions, reservations and conditions contained in prior recorded instruments.

ARTICLE II
PURCHASE PRICE

2.1 Base Purchase Price. The base purchase price for the Property is Forty-Five Million Dollars ($45,000,000.00) ("Base Purchase Price"). It is agreed that of the deposit ("Terminated Agreement Deposit") paid to and/or retained by Seller as liquidated damages under Purchase and Sale Agreement between Buyer and Seller dated November 20, 1995 (the "Terminated Agreement"), the sum of Three Million Five Hundred Thousand Dollars ($3,500,000.00), hereafter called the "Credited Portion", shall be credited towards the Base Purchase Price at Closing (as defined in Section 7.2) but if and only if Closing occurs in accordance with the terms of this Agreement. Except as provided in the previous sentence, Purchaser acknowledges that the Terminated Agreement Deposit shall be and remain the property of Seller. Purchaser hereby waives, releases and forever discharges Seller from any and all claims, actions, causes of action, demands, suits, damages, costs or expenses which Buyer now has or may have in the future, known or unknown, relating in any manner to the Terminated Agreement, including, without limitation, the Terminated Agreement Deposit. The foregoing release shall survive Closing and any termination of this Agreement. In no event shall the Terminated Agreement Deposit or the Credited Portion be deemed to be an earnest money or other deposit under this Agreement.

2.2 Payment of Base Purchase Price. On or before the Closing Date (as defined in Section 7.2), Buyer shall deposit into escrow with Old Republic Title Company of Nevada, 2900 N. Green Valley Parkway, Henderson, Nevada 89014 ("Escrow Holder"), a sum equal to the Base Purchase Price, together with Buyer's share of prorations and costs of Escrow as provided in Sections 7.6 and 7.7, less the amount of the Credited Portion. Such deposit shall be made by confirmed wire transfer of funds for immediate credit.

2.3 Additional Purchase Price.

(a) Additional Purchase Price. Buyer shall pay to Seller, as Additional Purchase Price, the amounts described in subparagraphs (i), (ii) and (iii) below:

(i) Transfer Proceeds. Upon any Transfer (as defined below in this subparagraph (i)) made prior to the completion of a Development Project (as defined in subparagraph (iii) below) on the portion of the Property so Transferred, Buyer shall pay to Seller the "Transfer Proceeds". The Transfer Proceeds are two and one-half percent (2½%) of the amount, if any, by which the gross sales price for such Transfer of whatever form or nature (including, without limitation, cash, the outstanding balance of any financing then encumbering the Property which will remain as a lien on the Property following

such Transfer, the original principal amount of any promissory note received as a part of the proceeds of such Transfer, the cash equivalent of the fair market value of any other non-cash consideration, and, with respect to a taking in eminent domain, the entire award payable in connection with such taking) exceeds, in the case of a Transfer of all of the Property or of Buyer, the sum of $41,500,000.00, or in the case of a partial Transfer, a prorata portion of $41,500,000.00 based on the percentage of the total gross square footage of the Property so Transferred or the percentage interest in Buyer so Transferred. For example, if 20% of the total gross square footage of the Property or of the total interests in Buyer is Transferred, and the gross sales price for such Transfer is $9,000,000.00, then the Transfer Proceeds to be paid to Seller for such Transfer are $17,500.00. Upon payment to Seller of the Transfer Proceeds for a particular Transfer, there shall be no obligation to pay Transfer Proceeds on a subsequent Transfer of the same interest.

The term "Transfer" as used in this Agreement means any sale, transfer, conveyance or other disposition of the Property or any part thereof (excluding easements and other similar non-possessory interests, leases or licenses for purposes of occupying or using improvements, and mortgages, deeds of trusts and other security interests and sale/leaseback transactions in connection with the financing of the acquisition of the Property and/or the construction of improvements thereon; but including, without limitation, any transfer as a result of or in lieu of condemnation) or of a 5% or more interest in Buyer (excluding the pledge or grant of a security interest in any interest in Buyer, but including, without limitation, a transfer of a five percent (5%) or more interest in Buyer effected by the merger or consolidation, whether voluntary or involuntary, of Buyer with another corporation, or a transfer of outstanding stock of Buyer), to any person or entity or group of persons and/or entities other than to an Affiliate of Buyer (as defined below in this subparagraph (i)). Any disposition of collateral covered by a mortgage, deed of trust or security agreement effected by Buyer or an Affiliate of Buyer shall not constitute a "Transfer" if the disposition is made through or in lieu of foreclosure, and no subsequent disposition of such collateral shall constitute a Transfer. In the case of a foreclosure or transfer in lieu of foreclosure of all of the equity interests in Buyer, neither a subsequent transfer of such equity interests nor a subsequent transfer of the Property will constitute a Transfer.

The term "Affiliate of Buyer" as used in this Agreement means (A) any person or entity that may be related

to, or affiliated with, Buyer, or CS First Boston, Lehman Brothers or any other financial institution providing substantial financing or equity (of not less than $2.5 million) for the acquisition or development of the Property (or any entity formed by Buyer or any such financial institution), (B) any person or entity that owns or controls a five percent (5%) or more interest in Buyer (or any entity formed by Buyer), or (C) any entity in which the controlling interest is owned by one or more of the present stockholders of Buyer or any such financial institution (or any entity formed by Buyer or any such financial institution).

(ii) Stadium Bonus. If a sports/entertainment stadium is constructed on the Property, and Buyer or any Affiliate of Buyer (except for any lender acquiring the Property or all of the equity interests in Buyer by foreclosure or transfer in lieu of foreclosure) has any interest whatsoever in such project (and regardless of whether all of the Property has theretofore been Transferred), then Buyer, its successors or assigns (other than any such lender, and Buyer shall not be obligated to pay such amount if it is then owned by such a lender due to foreclosure or transfer in lieu of foreclosure), shall pay to Seller Ten Million Dollars ($10,000,000.00) upon substantial completion of such stadium. No payments of Transfer Proceeds or any other amounts shall be credited against such amount. Upon payment of the Stadium Bonus, no further Transfer Proceeds shall be payable hereunder.

(iii) Excess Remediation Costs. Within thirty (30) days after rendition of bill therefor by Seller together with documentation reflecting that Seller has incurred the costs for which reimbursement is sought, Buyer shall pay to Seller all costs incurred from time to time by Seller, its successors or assigns, in complying with its soil remediation obligations pursuant to Section 3.2 or under the Deed (as defined in Article IV) with respect to the following soil:

(1) all soil excavated from the Property in order to construct subsurface parking for the general public or patrons of any sports/entertainment stadium, or other major entertainment complex of the nature of a Disney World, Universal Studios, Sea World, Church Street Station or MGM Grand, constructed on the Property (expressly excluding subsurface parking incident to the management and operation of the stadium or entertainment complex); and

(2) all soil excavated more than 7½ feet below the now current grade level of the Property within the "bowl" or area of the stadium on which sporting and other entertainment events will take place (the

"Sports/Entertainment Area"), except to the extent NDEP (as defined in Section 3.2(a)) or other governmental authorities having jurisdiction require excavation to continue below 7½ feet by reason of contamination uncovered above that level; and

(3) all soil excavated within that portion of the Sports/Entertainment Area (regardless of the depth or purpose of excavation) that is located within 500 feet of the current right-of-way of Bonneville Avenue, except to the extent NDEP or other governmental authorities having jurisdiction require excavation in such area by reason of contamination uncovered outside of such portion of the Sports/Entertainment Area.

The portion of the Additional Purchase Price described in this subparagraph (iii) is hereafter referred to as the "Excess Remediation Costs".

(b) Statements, Books and Records. With each payment of Transfer Proceeds, Buyer shall furnish to Seller a statement, certified by a public accounting firm, which statement shall show the calculation and a detailed breakdown of all items necessary for such calculation. Buyer shall keep and maintain at all times full and accurate books in accordance with generally accepted accounting principles, adequate to correctly reflect each such item. Such books and records shall be available at the Property or at Buyer's Dallas, Texas offices for Seller's inspection, copying and review during reasonable business hours until the expiration of two (2) years after Buyer's obligation to pay Transfer Proceeds shall have been released of record as provided under subparagraph (d) below.

(c) Release of Obligation. If Buyer or any successors or assigns, within three (3) years after Closing, pays to Seller the sum of Ten Million Dollars ($10,000,000.00), hereafter called the "Release Payment", then Buyer and its successors and assigns shall be relieved of the obligation to pay the Stadium Bonus or any Transfer Proceeds which have not accrued prior to payment of the Release Payment. No payments of Transfer Proceeds or any other amounts shall be credited against the Release Payment.

(d) Memorandum of Rights. A memorandum ("Memorandum of Rights") of Seller's rights to the Additional Purchase Price in the form marked Exhibit B, attached hereto and made a part hereof, shall be executed by Buyer and Seller, and recorded at Closing. Buyer shall also cause its lender(s) to execute such documents (including documents in recordable form) as may be reasonably requested from time to time by Seller to confirm the first priority of Seller's right to the Excess Remediation Costs. Upon payment to Seller of Transfer Proceeds, or the Stadium Bonus, or the Release Payment, or completion of a Development Project on a portion of the

Property, a full or partial release of the Memorandum of Rights as to the Transfer Proceeds and/or the Stadium Bonus, as applicable, shall be executed by Seller and provided to Buyer.

(e) Binding Effect of Additional Purchase Price Obligation. The obligation to pay to Seller the Excess Remediation Costs shall run with the land, but no former owner shall have any liability for Excess Remediation Costs incurred by Seller after such former owner has transferred title and ceased to be an owner. Buyer's covenants to pay the Transfer Proceeds and the Stadium Bonus are both personal covenants of Buyer and covenants that run with the land and bind all owners and former owners until such time as such covenants have been satisfied; provided, however, that (i) any transferring party (except for Buyer) shall only be obligated to pay any Transfer Proceeds attributable to the Transfer made by it, and (ii) the obligations to pay Transfer Proceeds and the Stadium Bonus shall be subordinate to the lien(s) securing Buyer's financing for the acquisition of the Property and initial construction financings for any and all Development Projects (as defined in Section 10.1) on the Property. Seller shall execute such documents (including documents in recordable form) as may be reasonably requested from time to time by the lender providing such financing to confirm the subordination of such covenant to such lender's lien.

(f) Survival. The provisions of this Section 2.3 shall survive the Closing.

2.4 Waiver of Right to Record Lis Pendens. AS A MATERIAL CONSIDERATION FOR SELLER ENTERING INTO THIS AGREEMENT, BUYER EXPRESSLY WAIVES (A) ANY RIGHT AT COMMON LAW OR OTHERWISE TO RECORD OR FILE A LIS PENDENS OR A NOTICE OF PENDENCY OF ACTION OR SIMILAR NOTICE AGAINST ALL OR ANY PORTION OF THE PROPERTY, (B) ITS RIGHT TO SPECIFIC PERFORMANCE, PRIOR TO THE ACTUAL CLOSE OF ESCROW, IN CONNECTION WITH ANY ALLEGED DEFAULT BY SELLER HEREUNDER AND (C) ITS RIGHT TO BRING ANY ACTION, PRIOR TO THE ACTUAL CLOSE OF ESCROW, THAT WOULD IN ANY WAY AFFECT TITLE TO OR THE RIGHT OF POSSESSION OF ALL OR ANY PORTION OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT PRIOR TO THE ACTUAL CLOSE OF ESCROW, BUYER DOES NOT AND SHALL NOT HAVE ANY RIGHT, TITLE AND/OR INTEREST IN THE PROPERTY OR ANY PORTION THEREOF. BUYER AND SELLER HEREBY EVIDENCE THEIR SPECIFIC AGREEMENT TO THE TERMS OF THIS WAIVER BY PLACING THEIR SIGNATURES OR INITIALS IN THE PLACE PROVIDED HEREINAFTER.

Seller: _____ Buyer: _____

ARTICLE III
"AS IS" SALE; ENVIRONMENTAL PROVISIONS

3.1 Condition of Property. Buyer and its representatives have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives have desired, including, without limitation, governmental laws and regulations to which the Property is subject. Buyer, by execution of this Agreement, accepts the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Buyer acknowledges and agrees that the Property is to be sold and conveyed to and accepted by Buyer in an "as is" condition with all faults, except as otherwise provided in Section 3.2 below. Buyer further acknowledges that Buyer has received, reviewed and is knowledgeable of the matters contained in Exhibit C attached hereto and incorporated by this reference (the "Property Materials"). Seller makes no representation or warranty as to the accuracy or completeness of the Property Materials, except that Seller represents that to the best of its knowledge the Property Materials, the September 10, 1991 letter referred to in subparagraph (c) below, the October 10, 1991 letter from Bill Wimmer of Seller to NDEP and the Environmental Provisions contained in the Deed referred to in Article IV, correctly and accurately reflect the current agreement between NDEP and Seller with respect to Seller's remediation obligations for the Property. Except as specifically set forth in Section 8.1, Seller makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Property. In particular, but without limitation, and except as specifically set forth in Section 8.1, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements. Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and, except as otherwise provided in Section 3.2 below, Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Seller agrees to reasonably cooperate with Buyer (including Buyer's lenders) in Buyer's conduct of due diligence with respect to the Property prior to Closing, including, but not limited to, providing access to all documents and files (excluding documents subject to the attorney-client privilege or to confidentiality agreements) requested by Buyer (or such lenders), providing access to Seller's personnel and authorizing Buyer's (and

such lenders') communication with NDEP and other governmental authorities.

3.2 Seller's Environmental Obligations.

(a) Pursuant to an order issued to Seller by the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection ("NDEP") on May 26, 1987 (the "NDEP Order"), an environmental consultant, on behalf of Seller, conducted a site characterization investigation covering the Property and certain adjacent properties owned by Seller, which was completed in March, 1989. The March 1989 site characterization disclosed the presence of certain contamination in, on and/or under the Property and such adjacent properties (the "Subject Contamination"). Seller thereafter provided to NDEP, as required by the NDEP Order, descriptions of its recommended action level for clean-up for the Total Petroleum Hydrocarbon ("TPH") and remediation of lead and solvents. By letter dated September 10, 1991 from NDEP to Seller, copy of which is marked Exhibit D, attached hereto and incorporated herein by reference, NDEP set forth its requirements for remediation of TPH and its response to Seller's recommended remedial action for solvents and lead (the "Plan"). Seller covenants and agrees to comply with the Plan with respect to the remediation of the Subject Contamination, as amended or modified pursuant to the terms, standards and acceptable levels of clean-up of the Subject Contamination as required by NDEP or agreed to by NDEP and Seller in the future, including without limitation, any clean-up work, monitoring and recovery work and offsite work required by NDEP to be performed with respect to the Subject Contamination (the "Modified Plan").

(b) In addition to Seller's obligation to remediate the Subject Contamination pursuant to the Plan or Modified Plan, Seller covenants to remediate all hazardous substances (hereinafter defined) contained within soil excavated from the Property for the sports/entertainment stadium or any other Development Project, or contained within soil or groundwater encountered during such construction, to the extent the hazardous substances are required to be remediated from such soil or groundwater under any consent decree entered into by Seller or any applicable order validly issued by any federal, state or local governmental entity, or as negotiated in good faith between Seller and Buyer. The term "hazardous substances" means any hazardous or toxic substances, materials, or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Table [49 CFR 172.101] or by the Environmental Protection Agency as hazardous substances [40 CFR Part 302] and amendments thereto, or such substances, materials, and wastes which are or become regulated under any applicable local, state, or federal law, including, without limitation, any material, waste, or substance that is: (i) petroleum; (ii)

asbestos; (iii) polychlorinated biphenyls; (iv) designated as "hazardous substance" pursuant to §311 of the Clean Water Act, 33 U.S.C. §1251, et seq. [33 U.S.C. §1321] or listed pursuant to §307 of the Clean Water Act [33 U.S.C. §1317]; (v) defined as a "hazardous waste" pursuant to §1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. [42 U.S.C. §6903]; or (vi) defined as a "hazardous substance" pursuant to §101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. [42 U.S.C. §9601]; excluding, however, from the definition of "hazardous substances" (x) the Subject Contamination, and (y) any hazardous substances not present on, in or under the Property on the date of Closing. Buyer agrees that Seller may perform its remediation obligations under this subparagraph (b) at the same time that it performs its remediation obligations under subparagraph (c) below with respect to the Subject Contamination pursuant to the Plan or Modified Plan, unless required to be performed earlier under any consent decree entered into by Seller or any applicable order validly issued by any federal, state or local governmental entity. Seller's obligations under this subparagraph (b) shall expire and terminate upon completion of a Development Project on the Property, but only with respect to the parcel of the Property upon which such Development Project is constructed if less than all of the Property.

(c) It is acknowledged by both parties that certain remediation of the Subject Contamination is not required to be performed under the Plan until such time as construction excavation operations commence and proceed as required for the development of the Property. Seller agrees that unless required to be conducted earlier under any consent decree entered into by Seller or any applicable order validly issued by any federal, state, or local governmental entity, any such remediation of the Subject Contamination required to be performed under the Plan or Modified Plan or under subparagraph (b) above shall be conducted by Seller during the course of Buyer's construction excavation operations in a diligent manner and in coordination with the development schedule of Buyer to the extent reasonably practicable; provided, however, that Buyer shall provide Seller with Buyer's plan and schedule for development (and any modifications thereof) as soon as available. Buyer acknowledges and agrees that Seller shall not be required to perform any excavation-related or other development activities which otherwise would be performed in connection with the development of the Property in the absence of the remediation requirements of the Plan or Modified Plan or the requirements of subparagraph (b) above, i.e., any activities which are not directly and solely attributable to the remediation of the Subject Contamination in accordance with the Plan or Modified Plan or remediation as required under subparagraph (b) above. Seller agrees that soils excavated during Buyer's construction on the Property which have TPH contamination in excess of one hundred (100) mg/Kg will be disposed of by Seller to the extent such

contamination was present on the Property on the date of Closing, and that soil and groundwater contamination that was present on the Property on the date of Closing and that is encountered during Buyer's construction on the Property, will be disposed of by Seller as required by the Plan or Modified Plan or pursuant to paragraph (b) above.

(d) Buyer acknowledges that Seller and NDEP shall have the right to agree upon the Plan and Modified Plan from time to time as NDEP and Seller reasonably and in good faith deem appropriate, provided, however, that notwithstanding any other provision of this Article III, Seller may not modify the Plan to lessen its responsibility for remediation of the Subject Contamination with respect to the Property, or in a manner that would have an adverse effect on Buyer's ability to construct any Development Project on the Property. Buyer shall not interfere in any manner with Seller's control over or implementation of the Plan or Modified Plan, or otherwise interfere with respect to the requirements of NDEP or any other governmental agency for remediation. Buyer and Seller shall furnish the other with advance written notice of any communication with NDEP or any other environmental agency proposed by such party with respect to the Subject Contamination, the Plan, the Modified Plan, or any other remediation for which Seller is responsible under subparagraph (b) above, and the opportunity, to the extent practicable, to be present at any meetings with NDEP. Buyer and Seller agree to cooperate with each other in dealing with NDEP with respect to the Plan, the Modified Plan, or any other remediation for which Seller is responsible under subparagraph (b) above, including, but not limited to, sending copies of all correspondence between NDEP and Buyer or Seller, as appropriate, to the other party or parties.

(e) Subject to Seller's coordination obligations under subparagraph (c) above, any and all construction activity on the Property shall be coordinated with Seller's implementation of the Plan or Modified Plan, and with Seller's performance of its other obligations under this Section 3.2. Seller, its agents and contractors, shall have access to the Property to the extent necessary to implement the Plan or Modified Plan or to otherwise fulfill Seller's obligations under this Section 3.2. Seller shall give Buyer reasonable advance notice of any such entry, and shall indemnify, defend and hold Buyer harmless from and against any claims for personal injury or property damage caused by such entry, excluding claims for damage to the Property or any improvements thereon which could not reasonably have been avoided in implementing the Plan or Modified Plan or in otherwise fulfilling Seller's obligations under this Section 3.2.

(f) Seller hereby agrees to protect, defend, indemnify and hold harmless Buyer from and against any and all reasonable testing, removal, clean-up, disposal and remediation costs or

expenses (including reasonable attorneys' and consultants' fees) actually incurred out-of-pocket by Buyer as a result of Seller's failure to comply with Seller's obligations under this Section 3.2, but expressly excluding any and all lost profits and consequential damages. The foregoing provision shall not apply if Seller is prevented from complying with Seller's obligations under this Section 3.2 by reason of Buyer's acts or omissions, including, without limitation, failure of Buyer to provide Seller with the necessary access to the Property.

(g) Seller agrees that notwithstanding any other provision of this Agreement, Buyer's rights under this Section 3.2, subject to all of the provisions of this Article III and to the provisions of Section 2.3(a)(iii), may be assigned to Buyer's successors in interest from time to time of an interest in the Property or any portion thereof, or to any financial institution providing substantial financing or equity (of not less than $2.5 million) for the acquisition or development of the Property or any portion thereof, but may not be assigned to any other party.

(h) Seller's obligations under this Section 3.2 are subject to the provisions of Section 2.3(a)(iii).

(i) The provisions of this Section 3.2 shall survive the Closing.

3.3 Buyer's Release. Except for Seller's environmental obligations under Section 3.2 above, Buyer, for itself, its successors and assigns, hereby waives, releases, remises, acquits and forever discharges Seller, its affiliates, their employees, agents, officers, successors and assigns, of and from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Buyer now has or which Buyer may have in the future on account of or in any way arising out of or in connection with the known or unknown physical or environmental condition of the Property as it existed on the date of Closing, or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act. The foregoing release shall (a)become inoperative in the event all of the Property is reconveyed to Seller as provided in Section 10.1 due to Seller's exercise of the repurchase option, and (b) not be applicable to any release of hazardous substances by Seller after the date of Closing. The provisions of this Section 3.3 shall survive the Closing.

ARTICLE IV
TITLE TO PROPERTY

At the Closing (as defined in Section 7.2), Seller shall convey the Property to Buyer by execution and delivery of that certain Grant, Bargain and Sale Deed attached hereto as Exhibit E and incorporated herein (the "Deed"). Title shall be evidenced by the issuance or commitment to issue by Old Republic Title Company of Nevada, 2900 N. Green Valley Parkway, Henderson, Nevada 89014 (the "Title Company") of an ALTA extended coverage owner's policy of title insurance in the full amount of the Purchase Price (the "Title Policy"), insuring fee simple title to the Property in Buyer, subject only to:

(a) A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Property;

(b) Standard exceptions other than those not included in extended coverage, and exceptions disclosed by Preliminary Title Report ("Title Report") issued by Title Company, Order N. 95-400-8216-FB, dated March 19,1996;

(c) The reservation of water and water rights and any other exceptions or reservations set forth in the Deed;

(d) The Memorandum of Rights referred to in Section 2.3;

(e) The covenant and repurchase option referred to in Section 10.1;

(f) The covenant regarding landscaping referred to in Section 10.2; and

(g) The covenant regarding Stage Two Improvements referred to in Section 10.3.

ARTICLE V
BUYER'S CONDITIONS TO CLOSING

The following are conditions precedent to Buyer's obligation to purchase the Property:

5.1 Title. Title Company shall be prepared to issue or commit to issue the Title Policy.

5.2 Compliance by Seller. The representations and warranties of Seller set forth in Section 8.1 shall be materially true and correct as of Closing, and Seller shall have performed and complied with each and every condition and material covenant of this Agreement to be kept or complied with by Seller.

ARTICLE VI
SELLER'S CONDITION TO CLOSING

It is a condition precedent to Seller's obligation to sell the Property that the representations and warranties of Buyer set forth in Section 8.2 shall be materially true and correct as of Closing, and Buyer shall have performed and complied with each and every condition and material covenant of this Agreement to be kept or complied with by Buyer.

ARTICLE VII
OPENING AND CLOSING OF ESCROW

7.1 Opening of Escrow and Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit three (3) executed counterparts of this Agreement with Escrow Holder, and this instrument shall serve as the instructions to Escrow Holder for creation of the Escrow to consummate the purchase and sale contemplated hereby. Seller and Buyer agree to execute such supplementary Escrow instructions containing Escrow Holder's general provisions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and Escrow Holder's general provisions, the terms of this Agreement shall control. The Opening of Escrow shall be the date upon which Escrow Holder has received executed counterparts of this Agreement from both Buyer and Seller. Escrow Holder shall deliver to both Buyer and Seller a set of counterparts of the Agreement executed by Buyer, Seller and Escrow Holder and shall retain a set in Escrow. Escrow Holder shall be responsible only for undertaking such matters in connection with the Closing as are specifically provided for herein or in any additional or supplementary Escrow instructions delivered by the parties.

7.2 Closing.

(a) The consummation of the transaction contemplated by this Agreement and Escrow and the recording of the Deed (the "Closing" or "Close of Escrow") shall occur and delivery of all items to be made at the Closing under the terms of this Agreement shall be made on or before October 31, 1996 (the "Closing Date").

(b) If the Closing does not occur on or before the Closing Date, then either party not then in default may elect to terminate this Agreement and cancel Escrow by giving written notice of such termination and cancellation to the other party and to Escrow Holder. In the event of such termination and cancellation, neither party shall have any further obligations hereunder (except for the obligations of Buyer pursuant to Section 11.10) and, unless the Escrow fails to Close due to a default by Seller or a termination of this Agreement pursuant to Article IX below, all documents and

other instruments shall be returned to the party depositing the same into Escrow. In the event neither party is in default, or both parties are in default, then the costs accrued and charged by Escrow Holder and the Title Company for the cancellation of Escrow and preparation of updates to the Title Report (the "cost of cancellation of Escrow") shall be shared equally between Buyer and Seller. In the event only one of the parties hereto is in default or if this Agreement expressly so provides, then such defaulting party shall pay for the entire cost of cancellation of Escrow. The termination of this Agreement and cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights, as said rights may be limited by the terms contained in this Agreement, that Buyer or Seller may have against each other arising out of this Agreement and the Escrow. If neither party so elects to terminate this Agreement and cancel Escrow, Escrow Holder shall close the Escrow as soon as possible.

7.3 Delivery by Seller. Not later than one (1) business day prior to the Closing Date, Seller shall deposit with Escrow Holder the following:

(a) The Deed, duly executed and acknowledged by Seller.

(b) Non-Foreign Status Certificate pursuant to Internal Revenue Code Section 1445 in the form attached hereto as Exhibit F, duly executed by Seller.

(c) The Memorandum of Rights, duly executed and acknowledged by Seller.

(d) The Memorandum of Repurchase Option (as defined in Section 10.1), duly executed and acknowledged by Seller.

(e) Any other documents or instruments called for hereunder which have not previously been delivered.

7.4 Delivery by Buyer. Not later than one (1) business day prior to the Closing Date, unless otherwise provided below, Buyer shall deposit with Escrow Holder the following:

(a) A sum equal to the Base Purchase Price, plus additional amounts which are required pursuant to Sections 7.6 and 7.7 to close Escrow, less the amount of the Credited Portion. Such sum need not be deposited until prior to 1:00 p.m. Pacific Standard Time (PST) on the Closing Date. Seller shall have no right to any funds deposited with Escrow Holder by any lender of Buyer, provided, however, that such funds shall not be considered to have been deposited by Buyer as required herein unless and until all of such lender's requirements for disbursement to Seller shall have been satisfied (other than such requirements as are also conditions under this Agreement to Buyer's obligation to Close), and provided

further, that Seller shall in no event be bound by any such lender requirements and that nothing herein contained shall limit Seller's right to pursue damages from Buyer if this transaction fails to Close due to default of Buyer.

(b) The Memorandum of Rights, duly executed and acknowledged by Buyer and Buyer's lender(s).

(c) The Memorandum of Repurchase Option, duly executed and acknowledged by Buyer and Buyer's lender(s).

(d) Any other documents or instruments called for hereunder which have not previously been delivered.

7.5 Other Instruments. Seller and Buyer shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

7.6 Prorations. All revenues and expenses of the Property, including, without limitation, real property taxes, special taxes, assessments and utility fees and/or deposits, shall be prorated and apportioned between Buyer and Seller as of 12:01 a.m. on the date of Closing, so that Seller bears all expenses with respect to the Property and has the benefit of all income with respect to the Property through and including the date immediately preceding the date of Closing. Seller and Buyer hereby agree that any of the aforesaid prorations which cannot be calculated accurately as of the date of Closing shall be prorated on the basis of the parties' reasonable estimates, and shall be recomputed sixty (60) days after the date of Closing and either party owing the other party a sum of money based on such subsequent proration adjustment shall promptly pay said sum to the other party, and, if payment is not made within ten (10) days after delivery of a bill therefor, shall pay interest thereon, at the lesser of the rate of ten percent (10%) per annum or the highest rate permitted by law, from the date of Closing to the date of payment.

7.7 Costs and Expenses. Seller shall pay the premium for the Title Policy (to the extent it does not exceed the cost of a standard owner's ALTA policy). Seller shall pay the cost of any documentary or other transfer taxes applicable to the sale of the Property. Buyer shall pay that portion, if any, of the premium and endorsements for the Title Policy to the extent they exceed the cost of a standard owner's ALTA policy, and all recording charges. Buyer and Seller shall share equally all other costs and charges of the Escrow, except in the event of a default by either party, in which case the defaulting party shall be responsible for all costs and charges of Escrow.

7.8 Closing of Escrow. Provided that Escrow Holder has received the documents and funds described in Sections 7.3 and 7.4 hereof, that Escrow Holder has not received prior written notice from either party that an agreement of either party made hereunder has not been performed, or to the effect that any condition set forth herein has not been fulfilled, and the Title Company has issued or is unconditionally prepared and committed to issue to Buyer as of the date of Closing the Title Policy, Escrow Holder is authorized and instructed to (a) record the Deed and the Memoranda of Right to Proceeds and Repurchase Option, (b) deliver to Buyer the items deposited by Seller pursuant to Section 7.3, with copies thereof to Seller, (c) deliver the Base Purchase Price to Seller, less Seller's share of prorations and costs of Escrow in accordance with Section 7.9, (d) deliver to Seller the items deposited by Buyer pursuant to Section 7.4, with copies thereof to Buyer, (e) deliver conformed copies of the recorded Deed and the Memoranda of Right to Proceeds and Repurchase Option to Buyer and Seller, and (f) deliver the Closing Statements to the parties in accordance with Section 7.10. Escrow Holder is instructed to request that the amount of the documentary transfer tax due for the Property be shown on a separate paper and affixed to the Deed by the County Recorder after the permanent record is made.

7.9 Disbursement of Funds. At Closing, Escrow Holder shall disburse the Base Purchase Price (as adjusted pursuant to the statement of prorations to be delivered to Escrow Holder pursuant to Section 7.6) less Seller's share of costs of Escrow, in immediately available funds. Unless otherwise instructed by Seller, Escrow Holder shall cause such funds to be sent by wire transfer to Seller as follows:

First Bank
Omaha, Nebraska
ABA #104000029
Account No.148744571164
For Credit Treasurer, Union Pacific Railroad Company

Such funds are to be wired as of 11:00 a.m. on such date in order that such funds may be received by Seller on the date of Closing .

7.10 Notification; Closing Statements. If Escrow Holder cannot comply with the instructions herein and to be provided, Escrow Holder is not authorized to cause the recording of the Deed. If Escrow Holder is unable to cause the recording, Escrow Holder shall notify Seller's representative, R. David Uhrich, at (402) 271-4927, and Buyer's representative, Paul Tanner, at (214) 732-0010, without delay. Immediately after the Close of Escrow, Escrow Holder shall deliver to Seller at the address provided in Section 11.1 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by Escrow Holder and shall deliver to Buyer at the address provided in Section 11.1 a true,

correct and complete copy of Buyer's Closing Statement, in form customarily prepared by Escrow Holder.

ARTICLE VIII
REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Representations of Seller. Seller hereby represents and warrants to Buyer as of the date of this Agreement as follows:

(a) Union Pacific Railroad Company is a corporation duly organized and validly existing under the laws of the State of Utah and is in good standing under the laws of the State of Nevada, and has the authority to own and convey the Property and to enter into and comply with this Agreement.

(b) This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the Closing will be, provided Buyer has duly executed those documents requiring Buyer's signature, legal, valid, and binding obligations of Seller, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(c) Seller has received no written notice from any governmental entity or representative thereof of any violation of any applicable law, ordinance, rule, regulation or requirement of any governmental agency relating to the Property.

(d) Seller has received no written notice from any governmental entity or representative thereof of any pending public improvements or assessments affecting the Property, or proceedings to reduce or increase the ad valorem taxes on the Property.

(e) Seller has no actual, current knowledge of any pending actions, suits or proceedings against or involving the Property (including, without limitation, any condemnation or eminent domain proceedings).

(f) Seller has made available to Buyer complete copies, as the same appear in the files of Seller's Environmental Management Group, of all documents in Seller's possession in such files within the current, actual knowledge of Rick Eades, Seller's Director of Environmental Site Remediation, and R. David Uhrich, Seller's Assistant Vice President-Contracts and Real Estate, that substantially relate to the environmental condition of the Property.

8.2 Representations of Buyer. Buyer hereby represents and warrants to Seller as of the date of this Agreement as follows:

(a) Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada, and is qualified to do business in the State of Nevada with full power and authority to enter into and comply with the terms of this Agreement.

(b) This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the Closing will be, provided Seller has duly executed those documents requiring Seller's signature to be duly authorized, legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

8.3 Accuracy as of Closing. All representations and warranties by the respective parties contained herein are intended to remain materially true and correct as of the time of the Closing of Escrow. In the event of any material change to any of said representations and warranties, the party with knowledge of such change shall promptly notify the other.

8.4 Survival; Notice of Breach. The representations and warranties contained in Sections 8.1 and 8.2 shall not merge with the Deed in the event Buyer acquires the Property; provided, however, that neither Seller nor Buyer shall have any cause of action or claim for a breach of representations and warranties set forth in Sections 8.1 and 8.2 (such party having a claim being referred to herein as a "Claimant") unless a "Notice of Breach" (as hereinafter defined) shall have been theretofore delivered by Claimant to the party claimed to be in breach within twenty-four (24) months following the Close of Escrow (the "Claims Period"). Failure of a Claimant to deliver a Notice of Breach within the Claims Period shall terminate any and all causes of action, claims, or rights with respect to a breach by the other party of the representations and warranties made by such party in Sections 8.1 and 8.2. Each Notice of Breach shall describe with specificity and particularity the nature of the alleged breach and the total amount of all losses, liabilities, damages, costs, expenses and other amounts which the Claimant will be entitled to claim at law with respect to such alleged breach.

ARTICLE IX
CONDEMNATION

If, prior to the Close of Escrow, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within fifteen (15) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this

Agreement, in which case neither party shall have any further rights or obligations under this Agreement other than the obligations of Buyer under Section 11.10). If neither party elects to terminate pursuant to this Article IX, the net proceeds of condemnation awards payable to Seller by reason of such condemnation shall be paid or assigned to Buyer upon the Close of Escrow.

ARTICLE X
POST SALE COVENANTS AND CONDITIONS

10.1 Covenant to Construct Development Project; Repurchase Option.

(a) Buyer covenants to commence construction of a Development Project on the Property within three (3) years after Closing (subject to extension for the period of any delay in commencement of construction caused by remediation required to be performed by Seller under Article III hereof prior to commencement of construction). For purposes of this Agreement, a "Development Project" shall mean any of the following projects:

(1) sports/entertainment stadium;

(2) convention center;

(3) hotel or motel;

(4) office building;

(5) research and development project;

(6) retail project;

(7) any other project acceptable to the City of Las Vegas, Nevada.

Such construction shall be considered to have commenced only when all of the following events have occurred: (i) Buyer shall have closed on financing in an amount sufficient (together with available equity) to fund the construction of the Development Project, (ii) Buyer shall have received all necessary governmental approvals and permits for the construction of the Development Project, and (iii) Buyer's contractor shall have become physically engaged in the work of construction.

(b) If Buyer does not commence such construction within such three (3) year period (as same may be extended as aforesaid), then Seller shall have the option to repurchase the Property. The repurchase option may be exercised only by written notice of exercise given by Seller to Buyer within sixty (60) days after the end of such three (3) year period (as may be extended as provided

in subparagraph (a) above). The repurchase price shall be the greater of (i) the sum of Fifty-Two Million Dollars ($52,000,000.00) and any amount paid by Buyer under 10.3 below or (ii) the Fair Market Value (as defined in subparagraph (d) below) at the time the repurchase option is exercised. Seller may terminate its exercise of the repurchase option by giving Buyer written notice of termination within ten (10) days after the Fair Market Value is determined. Closing on the repurchase option shall occur within thirty (30) days after the Fair Market Value is determined. At such Closing, title to the Property shall be reconveyed by Buyer to Seller by duly executed Grant, Bargain and Sale Deed, and shall be free and clear of all liens, encumbrances and exceptions other than those existing at Closing that were not created by Buyer and such utility easements and similar encumbrances as Buyer may have executed in connection with its proposed development of the Property for a Development Project.

(c) Seller's repurchase option shall be evidenced of record by a Memorandum of Repurchase Option in the form of Exhibit G attached hereto and made a part hereof, to be executed by Seller and Buyer and recorded at Closing. Buyer shall also cause its lender(s) to execute such documents (including documents in recordable form) as may be reasonably requested from time to time to confirm the first priority of Seller's repurchase option. If Seller does not timely exercise the repurchase option, or if Buyer commences construction of the Development Project within three (3) years after Closing, or if Seller, or any affiliate or successor through merger or consolidation to Seller, ceases to hold title to at least twenty-five percent (25%) of the land area comprised of Lots 1, 2, 3, 4, 7, 8, 9 and 10 of Parkway Center, then, in any such event, the development covenant in subparagraph (a) above and Seller's repurchase option shall be extinguished, and after written request from Buyer or Buyer's lender(s), Seller shall execute and deliver an appropriate document in recordable form releasing such development covenant and repurchase option.

(d) Fair Market Value shall be determined as follows: Within thirty (30) days after Seller's notice of exercise of the repurchase option, Buyer and Seller shall each appoint an independent MAI real estate appraiser with at least ten (10) years' experience in appraising properties similar to the Property in the Las Vegas, Nevada area (a "Qualified Appraiser"). Each Qualified Appraiser shall independently determine the fair market value of the Property. Such fair market value shall be determined as of the date of Seller's notice of exercise of the repurchase option, using generally accepted appraisal methods. If the difference in fair market value as determined by the two (2) Qualified Appraisers is within ten percent (10%) of each other, then the average of fair market values as determined by the Qualified Appraisers shall be the Fair Market Value. If the difference in fair market value established by each Qualified Appraiser is greater than ten percent

(10%), then the two (2) Qualified Appraisers shall select a third Qualified Appraiser to independently determine the fair market value, and the Fair Market Value shall be the average of the fair market values established by the appraisals of the two (2) Qualified Appraisers whose fair market values are closest to each other.

10.2 Landscaping. The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Seller's Parkway Center ownership. Buyer agrees that Seller may continue to maintain such landscaping and to operate the irrigation equipment with respect to any and all portions of the Property upon which landscaping is not hereafter installed in connection with the development thereof , and that Buyer shall reimburse Seller for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Buyer may eliminate such irrigation facilities as to such developed and landscaped portions of the Property, provided that Buyer does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. The provisions of this Section 10.2 shall be a covenant running with the land, and shall be included in the Deed. If Buyer transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

10.3 Participation in Stage Two Improvements.

(a) Buyer acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

(i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on Exhibit H-1;

(ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on Exhibit H-2;

(iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on Exhibit H-3.

(b) If requested by Seller or the City of Las Vegas, Buyer agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation

of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Seller and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Buyer agrees that Buyer's share (including Buyer's contribution required by any governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Seller and the City of Las Vegas. If Buyer is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Buyer shall reimburse Seller and other property owners, on a proportionate basis, to the extent of Buyer's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Buyer pursuant to this Section 10.3 shall be Three Million Dollars ($3,000,000.00) in the aggregate.

(c) Buyer's obligations under this Section 10.3 shall run with the land, shall not be subordinate to the lien of any financing, and shall be included in the Deed. Buyer shall require any transferee (including, without limitation, any party that acquires title through foreclosure, public sale or deed in lieu thereof) of the Property or any portion thereof to assume such obligations in writing for the benefit of Seller. In the case of transfers of less than all of the Property, such assumption shall be on a pro rata basis calculated using the proportion that the gross square footage of the transferred portion bears to the gross square footage of the entire Property .

10.4 Main Line Crossings. Seller agrees to negotiate in good faith with Buyer for a period of up to two (2) years after Closing for the placement of two (2) public overhead pedestrian or people-moving crossings of Seller's main line tracks to provide pedestrian access to the Property from Main Street, or if a sports/entertainment stadium is constructed on the Property, four (4) such public overhead pedestrian or people-moving crossings. No charge shall be made by Seller for the crossings. Buyer acknowledges and agrees that such crossings shall be subject to Seller's requirements as to clearances and safety and protection of the tracks, as determined at Seller's sole discretion, and that Buyer shall be solely responsible for all liability associated with the crossings, and for any and all costs and expenses in connection with the crossings, including, without limitation, governmental permits and approvals, land acquisition, and construction and maintenance.

10.5 Assignment Rights. Seller agrees that notwithstanding any other provision of this Agreement, Buyer's rights under Section 10.3(b) and 10.4, subject to all of the

provisions thereof, may be assigned to Buyer's successors in interest from time to time of an interest in the Property or any portion thereof, or to any financial institution providing substantial financing or equity (of not less than $2.5 million) for the acquisition or development of the Property or any portion thereof, but may not be assigned to any other party.

10.6 Survival. The provisions of this Article X shall survive the Closing.

ARTICLE XI
MISCELLANEOUS

11.1 Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (i) personally delivered, (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Telecopy notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in (i), (ii) or (iii) above within three (3) business days thereafter. Notices shall be deemed received at the earlier of actual receipt or (i) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (ii) three (3) business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Seller:
UNION PACIFIC RAILROAD COMPANY
1416 Dodge Street, Room 1100
Omaha, Nebraska 68179
Attn: R. D. Uhrich
TELEPHONE: (402) 271-4927
FACSIMILE: (402) 271-5493

with a copy to:
UNION PACIFIC RAILROAD COMPANY
1416 Dodge Street, Room 830
Omaha, Nebraska 68179
Attn: Christine M. Smith, Esq.
TELEPHONE: (402) 271-5761
FACSIMILE: (402) 271-5610

If to Buyer:
PLY STADIUM PARTNERS, INC.
16885 Dallas Parkway, 4th Floor
Dallas, Texas 75248
Attn: Paul A. Tanner
TELEPHONE: (214) 732-0010
FACSIMILE: (214) 732-6430

with a copy to: JENKENS & GILCHRIST
1445 Ross Avenue, Suite 3200
Dallas, Texas 75202-2799
Attn: Hugh W. Ferguson III
TELEPHONE: (214) 855-4500
FACSIMILE: (214) 855-4300

Title Company: OLD REPUBLIC TITLE COMPANY OF NEVADA
2900 N. Green Valley Parkway
Henderson, Nevada 89014
Attn: Frances Butler
TELEPHONE: (702) 433-2088
FACSIMILE: (702) 433-8687

or such other address as either party may from time to time specify in writing to the other in the manner aforesaid.

11.2 Brokers and Finders. In connection with the transaction contemplated by this Agreement, Seller has agreed to pay, through Escrow, upon the Closing, if and only if the sale pursuant to this Agreement is consummated, a real estate brokerage commission payable to CB Commercial Real Estate, 1900 East Flamingo Road, Suite 180, Las Vegas, Nevada 89119, in an amount agreed upon between Seller and said broker. No broker's fee, finder's fee, commission or similar compensation shall be paid to principals of Buyer or Seller in connection with this Agreement. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith other than as set forth above, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim, and Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify and hold Buyer harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this Section shall survive the Close of Escrow or termination of this Agreement.

11.3 Successors and Assigns.

(a) This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns, except that Buyer's interest under this Agreement may not be assigned, encumbered or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise, except as provided below or in Section 3.2(g) or Section 10.5. Any assignment, encumbrance or other transfer in violation of the foregoing shall be void and Buyer shall be deemed in default hereunder.

(b) Notwithstanding the foregoing, Buyer may, without Seller's prior written consent, assign this Agreement or any interest therein to any Affiliate of Buyer, provided, however, that no such assignment prior to Closing shall be effective unless and until the assignee, in writing for the benefit of Seller, assumes the obligations of Buyer under this Agreement.

11.4 Amendments. This Agreement may be amended or modified only by a written instrument executed by the party or parties asserted to be bound thereby.

11.5 Interpretation. Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation." Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

11.7 Merger of Prior Agreements. This Agreement (including the riders and exhibits hereto) constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

11.8 Time of the Essence. Time is of the essence of this Agreement and each and every term, condition and provision hereof.

11.9 Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

11.10 Confidentiality. All information, studies and reports relating to the Property obtained by Buyer, either by the observations and examinations of its agents and representatives or as disclosed to it by Seller, shall remain confidential and, unless the Closing is consummated, Buyer shall not disclose any such matters to any person or governmental agency except as unconditionally required by law or except to its attorneys, consultants, and other advisors or consultants and its prospective lenders and their attorneys, advisors and consultants (collectively, the "Consultants"). If the transaction contemplated herein fails to

close for any reason, Buyer shall deliver and return to Seller, at no cost to Seller, all such information, reports and studies, and Buyer shall make no further distributions or disclosures of any such information, reports and studies. Buyer agrees that, except for the Consultants, Buyer shall keep the contents of this Agreement confidential, and Buyer and Seller agree that the content of all publicity or press releases to the general public with respect to this transaction is subject to the prior written approval of both parties. The provisions of this Section shall survive the termination of this Agreement.

11.11 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.12 Further Acts. Each party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

11.14 Merger. Except as otherwise expressly provided herein, the covenants, representations and warranties of Buyer and Seller herein shall merge into the deed to be delivered by Seller to Buyer at Closing and shall not survive the Closing of Escrow.

11.15 Not an Offer. The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer.

11.16 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

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

Buyer: PLY STADIUM PARTNERS, INC., a Nevada corporation

By: _____
Its: PRESIDENT

Seller: UNION PACIFIC RAILROAD COMPANY, a Utah corporation

By: _____
Its: Assistant Vice President

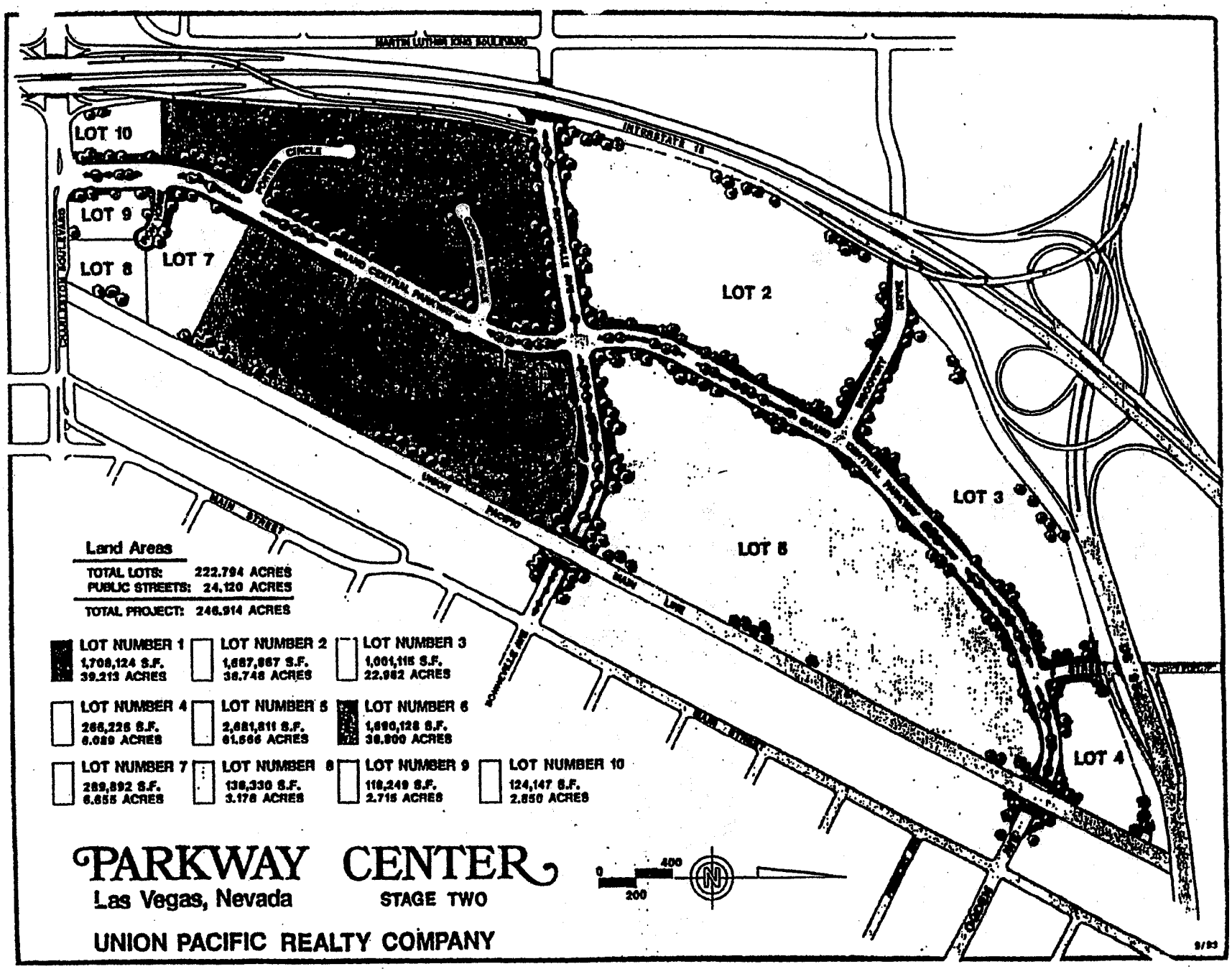
THE UNDERSIGNED ESCROW HOLDER ACKNOWLEDGES ITS RECEIPT OF THIS AGREEMENT AND AGREES TO ACT IN ACCORDANCE THEREWITH.

OLD REPUBLIC TITLE COMPANY OF NEVADA

By: _____
Title: SENIOR VICE PRESIDENT

189850

APPROVED AS TO FORM
_____
GENERAL CONTRACT COUNSEL



99350

EXHIBIT A-1
1-1329-29

EXHIBIT A-2

LEGAL DESCRIPTION OF PROPERTY

LOT FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

MEMORANDUM OF RIGHTS

THIS MEMORANDUM OF RIGHTS is made this _____ day of _____, 1996, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UPRR"), and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("PLY"),for the purpose of evidencing of record that UPRR has rights (collectively, the Rights") to (1) a portion of the proceeds from certain transfers of the real property (the "Property") described in Exhibit 1 attached hereto and hereby made a part hereof, (2) payment of Ten Million Dollars upon substantial completion of a sports/entertainment stadium or convention center on the Property, and (3)reimbursement for certain environmental remediation costs, all pursuant to Section 2.3 of that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, between PLY and UPRR (the "Agreement").

Additional terms and conditions of the Rights are set forth in the Agreement.

This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Agreement, and in the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

Witness:

_____

UNION PACIFIC RAILROAD COMPANY, a Utah corporation

By:_____
Its:_____

Witness:

_____

PLY STADIUM PARTNERS, INC., a Nevada corporation

By:_____
Its:_____

10/15/96

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 199___, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of PLY STADIUM PARTNERS, INC., a Nevada corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

EXHIBIT C

PARKWAY CENTER

PROPERTY MATERIALS LIST

AUGUST 31, 1995

PROPERTY DESCRIPTION:		Lot 5 of Parkway Center, Las Vegas, Nevada
1.	(X) RECORDED MAPS:	Plat of Parkway Center Recorded in Clark County, Nevada August 13, 1992 in Book 53, Page 61
2.	(X) IMPROVEMENT PLANS:	1. "Parkway Center, a Development of Union Paific Realty Company" dated February 10, 1994 consisting of 69 sheets, by Baughman & Turner 2. "Parkway Center Landscape, Irrigation, Hardscape" dated July 6, 1993 consisting of 61 sheets by BWA
3.	(X) TITLE REPORT:	Preliminary Report by Old Republic Title Co. dated August 8, 1995
4.	(X) TAXES:	See Preliminary Title Report
5.	(X) ASSESSMENTS:	See Preliminary Title Report
6.	(X) DESIGN GUIDELINES:	Pending
7.	(X) GEOTECHNICAL REPORTS:	Subgrade Soils Investigation, Parkway Center dated June 2, 1992 by Converse Consultants
8.	(X) ENVIRONMENTAL REPORTS:	See Exhibit "X"

EXHIBIT X TO EXHIBIT C

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS

1. Report
Phase II Sampling and Analysis Program
Property adjacent to Union Pacific Railroad Yard
Las Vegas, Nevada
for Union Pacific Corporation

Dames & Moore Job No. 16922-001-042
Santa Barbara, California
April 8, 1988

2. Final Report
Preliminary Site Assessment
Property adjacent to Union Pacific Railroad Yard
Las Vegas, Nevada
For Union Pacific Realty Company

Dames & Moore Job No. 16515-003-042
Santa Barbara, California
April 12, 1988

3. Final Report
Preliminary Site Assessment
Union Plaza Hotel and Casino
Greyhound Bus Station, and Parcels 10 and 11 and Field Investigation
Parcels 11, 12, 14, 15 and 19
Las Vegas, Nevada
For Union Pacific Land Resources Corporation

Dames & Moore Job No. 00173-044-042
Santa Barbara, California
February 28, 1989

4. Executive Summary
Preliminary Site Assessment and Field Investigation
Union Pacific Realty Company properties located adjacent to
Union Pacific Railroad Company Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
May 12, 1989

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS
Page 2

5. Final Report
Phase I Environmental Assessment of Union Pacific Realty Las Vegas Properties
Las Vegas, Nevada
UPRC Property No. 320120003

Tetra Tech, Inc.
Pasadena, California
August 1989

6. Monitoring Wells and Sampling Analysis
Union Pacific Railroad Company
Las Vegas Railroad Yard
Las Vegas, Nevada

Western Technologies Inc. Project No. 4127J016
3611 West Tompkins Avenue
Las Vegas, Nevada 89103
(702) 798-8050
March 16, 1987

7. Report
Off-Site Evaluation
Union Pacific Railroad Yard
Las Vegas, Nevada
For Union pacific Railroad Company

Dames & Moore Job No. 00173-035-042
Santa Barbara, California
September 29, 1988

8. Executive Summary
Report of Environmental Activities
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
May 12, 1989

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS
Page 3

9. Final Report
Site Characterization Investigations and Recommended Remedial Action
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
July, 1989

10. Appendicas A-S
Site Characterization Investigations and Recommended Remedial Action
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
July, 1989

11. Report
Additional Off-Site Evaluation
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
August 15, 1989

12. Report
Additional Off-Site Evaluation
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
September 8, 1989

13. Las Vegas, Hydrocarbon Recovery System
Design, East Bound Fueling Area
USPCI, Inc.
Denver, Colorado, 1989; revised January 5, 1990

14. Additional Documents - See Exhibit "Y"

EXHIBIT Y TO EXHIBIT X
TO EXHIBIT C
(6 Pages)

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
	KLEINF	GEO-TECH	x	Conditional Slope Stability Analysis, Ogden underpass, Ogden and Main Street
	Laidlaw	MAP	ALL	Impacted Soil Remaining At Depth
	Zenitech	Scientific report	x	X-Ray Florescence as an aid to Cleanup of Lead Contamination
12/18/79	Randle&ass	Test Holes	x	Exploratory Test Holes for Upland Industries
07/15/86	HS&Assoc	ENG	x	Union Plaza Hotel Code Compliance Report
03/16/87	W.Tech		x	Monitoring Wells and Sampling Analysis
03/16/87	W.Tech		x	Monitoring Wells and Sampling Analysis
06/19/87	D&M	INT	ALL	Progress Report, Phase I Preliminary site Characterization Investigation
10/15/87	D&M	$-EST	x	Final Report, Preliminary Cost Estimate, Remedial Action Program
11/04/87	D&M	APP	ALL	Appendices E-H D&M Job No. 00173-028-042
11/11/87	D&M	PH-1 & PH-2 SUM	ALL	Summary Report, Phase I and Phase II Site Characterization Investigations
02/19/88	D&M	WRK-PLN, PH-3	ALL	Workplan Phase III Site Characterization Investigation
04/08/88	D&M	WRK-PLN, PH-2		Report, Phase II Sampling and Analysis Program, Property adjacent to UPRR yard
04/12/88	D&M	PRELIM-SITE-ASMT		Property adjacent to UPRR Yard
06/19/88	D&M	PROPOS	P14,15 & 19	Proposal, Preliminary Site Assessment and Field Investigation of Parcels 14, 15 and 19
09/29/88	D&M	INV		Report, Off Site Evaluation,
02/28/89	D&M	PRELIM-SITE-ASMT	P10,11,12,14,15,1	Union Plaza, Bus Station, and Parcels 10 and 11 and Investigation, Parcels 11,12,14,15, and 19
05/12/89	D&M	PRELIM-SITE-ASMT		Union Pacific Realty Company Properties Located Adjacent to UPRR Yard
05/12/89	D&M	INT	ALL	Executive Summary, Report of Environmental Activities
07/15/89	D&M	FIN-SITE-CHAR-INV	ALL	Final Report, Site Characturization investigations and recomended Remedial Action
07/15/89	D&M	APP	ALL	Appendices A-S, Site Characterization and Recomended Remedial Action
08/15/89	Tetra	ASMT	x	Final Report, Phase I Environmental assessment of Union Pacific Realty Properties
08/16/89	D&M	SUP		Report, Additional off-site Evaluation
09/08/89	D&M	SUP		Report, Additional off-site Evaluation
09/15/89	D&M	ENG	x	Report R9 Building Review of One Main Street, Union Plaza Hotel and Parking Structure,
10/02/89	Laidlaw	Oil Rec-Q		3 Q 89
01/05/90	Laidlaw	DSGN	x	Hydrocarbon Recovery System Design, Eastbound Fueling Area
01/05/90	Laidlaw	DSGN	x	Hydrocarbon Recovery System Design, East Bound Fueling Area
01/10/90	Laidlaw	RFP	x	Eastbound Fueling Area interceptor Trench
01/29/90	Laidlaw	Oil Rec-Q		4 Q 89
04/30/90	Laidlaw	GW-Q	ALL	2 Q 90
06/15/90	BB&A	SITE-INV	x	Review of Criteria Reguarding Hydrocarbon Cintaminated Soil Relevant to the UPRY
08/16/90	Laidlaw	Oil Rec-Q		2 Q 90
08/17/90	Laidlaw	GW-Q	ALL	3 Q 90
10/23/90	Laidlaw	AS-BUILT	x	Eastbound Fueling Area Hydrocarbon Recovery Trench, As built Report
11/15/90	Laidlaw	Oil Rec-Q		3 Q 90
11/19/90	Laidlaw	GW-Q	ALL	4 Q 90
11/30/90	UPRR	Discharge	x	Ninety Day Compliance Report, Discharge Permit 88-002, LV-RS-2
01/08/91	Laidlaw	WRK-PLN	x	Proposed Workplan Monitor Well Installation Recovery Trench Design and Installation
03/06/91	Laidlaw	GW-Q	ALL	1 Q 91
07/22/91	Laidlaw	GW-Q	ALL	2 Q 91
09/18/91	Laidlaw	GW-Q	ALL	3 Q 91

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
09/30/91	Laidlaw	RAP	L2, L5, L6	RAP Lead Contaminated Soils
09/30/91	KLEINF	GEO-TECH	x	Geotechnical Investigation, Ogden Avenue Underpass and Bonneville Avenue Railroad Bridge
10/17/91	Laidlaw	Workplan	ALL	Site Remediation Worklan
11/15/91	Laidlaw	WRK-PLN	x	Eastbound Hydrocarbon Recovery System
11/15/91	Laidlaw	AS-BUILT	x	Westbound Hydrocarbon Recovery System As Built Construction Report
11/26/91	Laidlaw	GW-Q	ALL	4 Q 91
12/10/91	KLEINF	GEO-TECH	x	Geo-tech Investigation Ogden Avenue Underpass And Bonneville Avenue Railroad Bridge
02/14/92	Laidlaw	IN-SITU-BIO	ROW	In Situ Remediation of Hydrocarbon Contaminated Soils at The UPRR LVRY Feasability Study
02/14/92	Laidlaw	XRF	x	Summary Report of Xrf Calibration Procedure for USPCI At the UP Freight Yard
05/05/92	Laidlaw	GW-Q	ALL	1 Q 92
05/29/92	Laidlaw	SUM	ALL	Field Report, CAL/NEV Pipeline Installation Removal and Soil Excavation
06/05/92	Laidlaw	RAP	ALL	Final Remedial Action Plan for Petrolium Hydrocarbon Contaminated Soil
07/31/92	Laidlaw	GW-Q	ALL	2 Q 92
08/18/92	Laidlaw	RAP	ALL	Addendum to the Final RAP for Petrrolium Hydrocarbon Contaminated Soil
08/18/92	Laidlaw	CLOSE	L5	606/Trestle Diesel Spill Area 606
09/09/92	Laidlaw	CLOSE	L5	Shoofly Construction Area
09/15/92	Laidlaw	CLOSE	L6	Pit #224
09/24/92	Laidlaw	CLOSE	L5	South Shoofly Construction Area
10/08/92	Laidlaw	CLOSE	L6	Clark County Nevada, Property
11/02/92	Laidlaw	CLOSE	L6	Addendum, Clark County Nevada, Property
11/04/92	KLEINF	SITE-ASMT	L6	Limited Site Assessment, Proposed Clark County Govemment Center
01/19/93	KLEINF	SITE-ASMT		Limited Environmental Site Assessment, Main Street Storm Drain, Ogden Underpass & Roadway
02/09/93	Laidlaw	QA	x	Quality Assurance Project plan for USPCI Remedial Services Mobile Laboratory
02/19/93	Laidlaw	GW-Q	ALL	4 Q 92
02/19/93	Laidlaw	GW-Q	ALL	3 Q 92
02/22/93	BB&A	COR-ACT	x	CALNEV/UPRR Station Corrective action Letter Report
03/04/93	Laidlaw	UST	P4A	UST Removal at the Bonneville Ave Underpass Site
03/10/93	Laidlaw	CLOSE	ROW	Southern Portion of the eastbound fueling area
03/11/93	Laidlaw	WRK-PLN	xROW	Workplan Eastbound Fueling Area Mainline Recovery System
03/24/93	Laidlaw	QA	x	Quality Assurance Project plan for USPCI Remedial Services Mobile Laboratory
03/25/93	Laidlaw	CLOSE	L4	Northern portion of the Day Storage Tank Area
03/25/93	Laidlaw	GW-Q	ALL	1 Q 93
04/14/93	Laidlaw	DSGN	X	Fuel Storage and Diesel Shop Down Gradient Recovery Systems
04/23/93	KLEINF	GEO-TECH	x	Slope Stability Analysis Ogden Underpass
04/23/93	KLEINF	GEO-TECH	x	Geotechnical Investigation, Bonneville Avenue Extension
05/03/93	Laidlaw	CLOSE	L5	Eastern Portion of The Wash Track Area
05/05/93	Laidlaw	CLOSE	L3 & L5	Evaporation Pond Area
05/05/93	Laidlaw	CLOSE	L5	Isolated Excavation At B-82 Railroad Car Cleaning Area
05/21/93	Laidlaw	CLOSE	L5	Isolated Excavations, eastern Portion of Fuel Storage Area
05/21/93	Laidlaw	CLOSE	L2, L5, L6	Addendum to Remedial Action Plan, Lead Contaminated Soils
06/07/93	Laidlaw	CLOSE	ROW	East of Diesel Shop Area
06/17/93	Laidlaw	DSGN	x	Westbound Fueling Area, Downgradient Recovery System

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
06/21/93	Laidlaw	SOP	ALL	Soil Sample Collection After Thermal Treatment
06/30/93	Laidlaw	CLOSE	L5	Southern Portion of the Day Storage Tank Area
07/06/93	Laidlaw	CLOSE	ROW	Addendum, East of Diesel Shop Area
07/20/93	Laidlaw	GW-Q	ALL	2 Q 93
07/21/93	Laidlaw	Ogden Inj-Q		2 Q 93
07/29/93	Laidlaw	RFP	x	Diesel Shop Down-Gradient and Eastbound Mainline Recovery System Installation
08/02/93	Laidlaw	MTRU	ALL	MTRU Confirmation Sample Data, Startup of Operation Through June 27, 1993
09/01/93	Laidlaw	WRK-PLN	L5	Diesel Shop Area Workplan, Sampling for VOC Impacted Soils
09/13/93	Laidlaw	CLOSE	L5	Western Portion of the Wash Track Area
09/21/93	Laidlaw	CLOSE	ROW & L4	Eastbound Fueling Area, North of Ogden Underpass
09/21/93	Laidlaw	CLOSE	L3 & L5	Evaporation Ponds Area
10/08/93	Laidlaw	CLOSE	L5 & L6 & ROW &	Lead Phase II
10/12/93	Laidlaw	GW-Q	ALL	3 Q 93
10/15/93	Laidlaw	CLOSE	L2 & L5	Lead Phase III
10/15/93	Laidlaw	SOP	x	A Quality Assurance Standard, SOP's for Environmental Monitoring at The MTRU
10/20/93	Laidlaw	CLOSE	L3 & L5	Addendum, Evaporation Ponds Area
10/20/93	Laidlaw	CLOSE	L5	Addendum, Western Portion of the Wash Track Area
10/22/93	Laidlaw	Ogden Inj-Q	Off-Site	3 Q 93
11/02/93	Laidlaw	RFP	x	RFQ Westbound Downgradient, Recovery System Installation
11/22/93	Laidlaw	CLOSE	L5 & L6 & ROW &	Addendum Lead Phase II
12/07/93	Laidlaw	CLOSE	ROW	Western Portion of the East of Diesel Shop Area
12/07/93	Laidlaw	CLOSE	ROW & L4	Addendum, Eastbound Fueling Area, North of Ogden Underpass
12/07/93	Laidlaw	CLOSE	P1 & P2	Westbound Fueling Area East of Mainline Tracks
12/09/93	Laidlaw	CLOSE	L5	Southern Extension of the Day Storage Tank Area
12/13/93	HL&A	SITE-ASMT	x	Subsurface site assessment, Texaco Service Station, 224 North main Street
12/17/93	Laidlaw	CLOSE	L5	Diesel Shop VOC Sampling Summary
12/17/93	Laidlaw	SUM	L5	Summary report- Volatile Organic Compound Sampling, Diesel Shop Area
12/27/93	Laidlaw	CLOSE	L2 & L5	Modification Lead Phase III
12/27/93	Laidlaw	CLOSE	L3 & L5	Addendum, Evaporation Ponds Area
12/27/93	Laidlaw	CLOSE	L2 & L5	Modification to Addendum to Lead Remedial Action Plan, Report of Phase 3 Remediation
01/18/94	Laidlaw	SEMI		Semi-Annual Compliance Report, June 3-93 through Jan 10-94
01/20/94	Laidlaw	Ogden Inj-Q		4 Q 93
01/22/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Fourth Quarter 1993 Monitoring Report
01/26/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfer Dioxide Continuous monitoring System Fourth Quarter Report
02/01/94	Laidlaw	GW-Q	ALL	4 Q 93
02/01/94	Laidlaw	O&M	x	Central Treatment operation & Maintenance Manual
03/04/94	Laidlaw	CLOSE	L2 & L5	Supplement Lead Phase III
03/04/94	Laidlaw	CLOSE	ROW & L4	Additional Information, Eastbound Fueling Area
03/22/94	HL&A	COR-ACT	x	Corrective Action plan, Texaco Service Station, 224 North Main Street
03/30/94	Laidlaw	SUM	L4	Thin Seam Hydrocarbon Report
03/31/94	Laidlaw	CLOSE	ROW	Additional Information East of Diesel Shop Area
04/11/94	Laidlaw	O&M	X	Westbound Treatment operation & Maintenance Manual

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
04/15/94	Laidlaw	GW-Q	ALL	1 Q 94
04/21/94	Laidlaw	Ogden Inj-Q		1 Q 94
04/22/94	Laidlaw	AS-BUILT	X	As-Built Construction Report, Diesiel Shop Down Gradient and Eastbound recovery Systems
04/24/94	Laidlaw	MTRU	ALL	MTRU Confirmation Sample Data, June 28, 1993 Through December 31, 1993
04/25/94	Laidlaw	SUM	L5	Vertical limits of Excavation in The Fuel Storage Area
05/02/94	KLEINF	ASB-ASMT	L5	Limited Asbestos Assessment and Shallow Soil Sampling Report, Former Roundhouse site
05/02/94	KLEINF	ASB-ASMT	L5	Limited Asbestos Assessment and Shallow Soil Sampling Report, Former Roundhouse Site
06/10/94	Laidlaw	RFP	x	Request for Proposal for UPRY LV, NV Roundhouse Asbestos Abatement
06/23/94	Laidlaw	SEMI		Semi-Annual Compliance Report, January 10-94 through June 7-94
07/05/94	Laidlaw	Ogden Inj-Q		2 Q 94
07/06/94	Laidlaw	GW-Q	ALL	2 Q 94
07/08/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Second Quarter 1994 Monitoring Report
07/29/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous monitoring System Second Quarter Report
08/15/94	Laidlaw	CLOSE	L4	Excavation West of Mainline Tracks, Eastbound Fueling Area
09/14/94	Laidlaw	WRK-PLN	ROW	Workplan - In Situ Bioremediation Pilot Study
09/21/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Third Quarter 1994 Monitoring Report
09/27/94	Laidlaw	GW-Q	ALL	3 Q 94
09/28/94	Laidlaw	CLOSE	L5	Southern Extension of the Evaporation Ponds Area
09/28/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils East of Diesel Shop Area
10/11/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Easternn Fuel Storage Area
10/17/94	Laidlaw	Ogden Inj-Q		3 Q 94
10/29/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous Monitoring System Third Quarter Report
10/31/94	Laidlaw	CLOSE	P1 & P2 & L6	Westbound Fueling Area
11/09/94	Laidlaw	CLOSE	L5	Final Closure Report UST Removal Fuel Storage Area Remediation Site
11/09/94	Laidlaw	UST	L5	Final Closure Report Underground Storage Tank Removal, Fuel Storage Area Remediation Site.
11/09/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Diesel Shop Area
11/17/94	Laidlaw	CLOSE	ROW & L4	Hydrocarbon Impacted Soils Eastbound Fueling Area
11/18/94	Laidlaw	UST	L5	Ust Removal Fuel Storage Remediation Site
11/18/94	Laidlaw	CLOSE	L5	Amended Plate 1, Eastern Fuel Storage Area
11/18/94	Laidlaw	CLOSE	L5	Ammended Plate 1 Diesel Shop Area
11/21/94	Laidlaw	CLOSE	P1 & P2 & L6	Addendum, Westbound Fueling Area (WBFA), Sampling The Clark County and WBFA Boundary
11/23/94	Laidlaw	CLOSE	L5	Chlorotoluene Impacted Soils, Diesel Shop Area
11/28/94	Laidlaw	MTRU		Final MTRU Confirmation Sample Data, January 1, 1994 Through September 28, 1994
12/15/94	Laidlaw	CLOSE	L5	Former MTRU Site and Former Stockpile Area
12/15/94	Laidlaw	Ogden Inj-Q		4 Q 94
12/15/94	Laidlaw	GW-Q	ALL	4 Q 94
12/19/94	Laidlaw	AS-BUILT	x	As-built Construction Report, Westbound Downgradient Recovery System
12/28/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Fuel Storage Area
01/16/95	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Fourth Quarter 1994 Monitoring Report
01/20/95	Laidlaw	SEMI		Semi-Annual Compliance Report, June 7-94 through Jan 16-95
04/06/95	Laidlaw	IN-SITU-BIO	ROW	In Situ Bioremediation Pilot Study Evaluation Report
04/13/95	Laidlaw	SITE-CHAR	P 001 & 002	Site Characturizat[illegible] UP Parcels 139-34-302-001 and 139-34-302-002

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
04/26/95	Laidlaw	Ogden Inj-Q		1 Q 95
04/26/95	Laidlaw	GW-Q	ALL	1 Q 95
05/16/95	Laidlaw	WRK-PLN	xL4,L5 & ROW	Monitor Well Instalation
05/24/95	Laidlaw	CLOSE	L5	Request for Conditional Closure Excavation of Hydrocarbon Impacted Soils Fuel Storage Area
07/20/95	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Second Quarter 1995 Monitoring Report
07/28/95	Laidlaw	Ogden Inj-Q		2 Q 95
07/30/95	Laidlaw	SEMI		Semi-Annual Compliance Report, Jan 16-95 through June 12-95
07/31/95	Laidlaw	GW-Q	ALL	2 Q 95
10/20/95	Laidlaw	GW-Q	ALL	3 Q 95
10/30/95	Laidlaw	Ogden Inj-Q		3 Q 95
10/30/95	Laidlaw	BIO	ROW	In Situ Bioremediation Extended Pilot Study Evaluation Report
11/16/95	Laidlaw	SUM	ROW	Westbound Fueling Area, A Through K Exception Report
01/30/96	Laidlaw	GW-Q	ALL	4 Q 95
01/30/96	Laidlaw	Ogden Inj-Q		4 Q 95
02/07/96	Laidlaw	SEMI		Semi-Annual Compliance Report, June 12-95 through Dec 28-95
04/26/96	Laidlaw	Ogden Inj-Q		1 Q 96
04/26/96	Laidlaw	GW-Q	ALL	1 Q 96
05/30/96	Laidlaw	CLOSE	ROW & L4	EASTBOUND FUELING AREA, ADD'L INFORMATION, REMEDIAL TARGET 3
07/26/96	Laidlaw	SEMI		Semi-Annual Compliance Report, December 28-96 through June 27-96
07/26/96	Laidlaw	Ogden Inj-Q		2 Q 96
07/29/96	Laidlaw	GW-Q	ALL	2 Q 96
08/01/96	Laidlaw	INV & SAP	ALL	Mon. Well Installation Summary & Recommendations for a Revised Sampling and Analysis Plan
08/22/96	Laidlaw	INV	L5	Bonneville Ave. Underpass - Impact of Dewatering on Groundwater Remediation

BB&A = Broadbent & Associates, D&M = Dames & Moore, HL&A = Harding Lawson & Associates, KLEINF = Kleinfelder

	USPCI	GW-Q	2 Q 95
	USPCI	Ogden Inj-Q	2 Q 95
	USPCI	GW-Q	3 Q 95
	USPCI	Ogden Inj-Q	3 Q 95
	USPCI	GW-Q	4 Q 95
	USPCI	Ogden Inj-Q	4 Q 95
	USPCI	Compliance	Semi-Annual Compliance Report, 1-16-95 - 6-12-95, City of LV Wastewater Contribution
	USPCI	Compliance	Semi-Annual Compliance Report, 6-12-95 - 12-??-95, City of LV Wastewater Contribution
	USPCI	MAP	Impacted Soil Remaining At Depth
O&M		All reports relating to Operations and Maintenance	
UST		All reports relating to the removal, sampling and remediation of Underground Storage Tanks	
CLOSE		Any report which requests or is related to the closure or conditional closure of an area	
INV		Investigative reports and findings	
PH-1		Phase 1	
PH-2		Phase 2	
PH-3		Phase 3	
Q		A report which is submitted to the appropriate agency on a Quarterly basis	

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
INT		An Interem report		
$-EST		A report dealing with the Cost Estimate to complate a task or project		
APP		Appendices		
SITE-ASMT		Site Assessment		
PRELIM		A Preliminary report of any kind		
CHAR		A Characterization report		
SEMI		A report which is submitted to the appropriate agency on a Semiannual basis		
BIO		Any report relating to the Bioremediation of impacted soils or groundwater		
GEO-TECH		Any report dealing with Geotechnical Analysis of soils related to construction activities		
ASB		Any report which specifically addresses Asbestos remediation or investigation		
Pb		Any report which specifically addresses Lead remediation or investigation		
GW		Any report which contains information about Grounwater		
IN-SITU		Any report dealing whith In-Place or In-Situ treatment or treatment alternatives		
SUM		A Summary report of completed activities or findings		
WRK-PLN		A Workplan for future activities		
PROPOS		A Proposal		
FIN		A Final report of any kind		
SUP		A Suplimental report, usually writen as an addendum for an existing report		
ENG		An Engineering report which adresses a structure or mechanical devise		
DSGN		A report of the Design of a mechanical devise		
RFP		Request for Proposal, Bid, or Quote		
AS-BUILT		The specifications of a structure or system as it actually exists following instalation		
QA		Any report which addresses methods and sugested policies which result in Quality Assurance		
SAP		Sampling and Analysis Plan		

STATE OF NEVADA
BOB MILLER
Governor

PETER G. MORROS
Director

L. H. DODGION
Administrator

Administration	(702) 687-4670
Air Quality	687-5065
Mining Regulation and Reclamation	687-4670
Waste Management	687-5872
Federal Facilities	687-3880
Wastewater Treatment Services	687-5870
Water Permits and Compliance	687-4670
Water Quality Planning	687-4670
FAX	885-0868

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

123 W. Nye Lane

Carson City, Nevada 89710

September 10, 1991

William Wimmer
Assistant Vice President
Environmental Management
Union Pacific Railroad
1416 Dodge Street - Room 930
Omaha, NE 68179

RE: Las Vegas, Nevada, Yard Cleanup

Dear Mr. Wimmer:

The Nevada Division of Environmental Protection (NDEP) has reviewed the Union Pacific Railroad's (UPRR) recent proposed action level for the cleanup of Total Petroleum Hydrocarbons (TPH). Based on the data and information provided and discussions with Rick Eades, the NDEP is requiring adherence to the following stipulations.

The NDEP will require UPRR to:

1. - Remediate all soil with TPH values in excess of 100 mg/kg from ground level to 2 ½ feet. The UPRR will be required to remediate the soil directly below the rail tracks during future track maintenance and repair. Immediate action on the impacted soil directly under the tracks is not directed, yet adherence to the clean-up stipulations outlined in this letter will be required. Other impacted soil not directly under the tracks will be required to adhere to the stipulations contained in this letter; and;

   - remediate all soil with TPH values in excess of 10,000 mg/kg, irregardless of the depth, and;

   - remediate all soil excavated during the remediation of the soils greater than 10,000 mg/kg, to a TPH value of less than 100 mg/kg, and;

- provide as per the March 13, 1991 meeting, a guarantee to be approved by NDEP, that soils excavated during future construction which have TPH levels in excess of 100 mg/kg (TPH) attributable to Union Pacific's past occupancy, will be disposed of by the railroad. This obligation also applies to ground water contamination encountered in future development that is attributable to Union Pacific's past use.

2. - Provide written documentation stating UPRR is the responsible party on environmental contamination of soils and groundwater.

3. - Initiate a pilot program to determine the feasibility for an in-situ remediation project on the hydrocarbon contaminated soil left in place.

4. - Negotiate and establish a written agreement with the City of Las Vegas for the monitoring and enforcement of future remediation activities that are attributed to UPRR past activities.

In regards to the other on going and proposed remediation activities on the other contaminates, solvent and lead, the NDEP understands the following:

- In the UPRR letter of November 26, 1990, UPRR agreed to remediate the soil and groundwater contaminated with chlorinated and non-chlorinated solvents. The NDEP is awaiting this remediation plan and informational data, per the request made by the NDEP on August 29, 1990.

- In the NDEP letter to UPRR dated June 24, 1991, the NDEP responded to the proposed lead remediation plan submitted on April 17, 1991. The NDEP provided comments on the plan and is awaiting a revised plan for remediation.

- Currently, there are two free product recovery systems in place and operational. Modification to the westbound recovery system is currently being done per Mr. Jim Moran, USPCI, during the meeting of August 14, 1991. It is the understanding of the NDEP that the recovery systems for the area designated as the fuel farm area, is being designed and is considered to be of high priority by the NDEP, August 29, 1990 letter. The NDEP will require a written status report and schedule for the design, installation and operation of the free product recovery systems by October 11, 1991.

- The NDEP will require that the free product recovery systems operate with the goal of reducing free product to a thickness of ½ inch or less as measured in the formation, per the Nevada Administrative Code. Adherence to the current NAC is mandated since no agreed to remediation plan has been executed at this time.

Sincerely,

L.H. Dodgion, P.E.
Administrator

LHD/JNN:klh

cc: H.L. Rosse, NDEP
A. Biaggi, NDEP
D. Gross, NDEP
B. Noonan, City Manager, City of Las Vegas
P. Shalmy, County Manager, Clark County
C. Judkins. Clark County Health District
R. Eades, UPRR
Gary Papek, UPRR
Jim Moran, USPCI
Rick Stout, Dames and Moore
R. Broadbent, Broadbent & Associates

EXHIBIT E

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
_____

MAIL TAX STATEMENTS TO:

_____
_____
_____
_____
_____

(Space above line for
Recorder's use only.)

GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, ("Grantor"), grants to PLY STADIUM PARTNERS, INC., a Nevada corporation ("Grantee"), all of its right, title, and interest, in and to that certain real property (the "Property") situated in the City of Las Vegas, County of Clark, State of Nevada, described in Exhibit 1 attached hereto and incorporated by reference.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Grantor under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use thereof by Grantee, its successors or assigns.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;

B. All matters which would be revealed or disclosed by a physical inspection of the Property;

C. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and

D. Zoning ordinances and regulations and any other laws, ordinances, notices, orders and other governmental regulations and restrictions affecting the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect.

ENVIRONMENTAL PROVISIONS:

(a) Grantor hereby gives notice that portions of the Property are currently affected by contamination of the soil and groundwater. Therefore, Grantee (and its successors in title to the Property) should contact the State of Nevada Division of Environmental Protection (or its successor agency with jurisdiction to require clean up, correction, or other remediation of soil or groundwater contamination) prior to commencement of any building, construction or excavation activities on the Property in order to obtain information on past remediation or any necessary approvals for protective measures to be taken in conducting any such activities.

(b) Grantor (for itself and its successors and assigns) hereby covenants and agrees, for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to petroleum hydrocarbon contamination existing as of the date of this deed, Grantor shall (i) replace with clean soil and dispose of in accordance with law all soils on the Property excavated in the course of construction activity which contain total petroleum hydrocarbon levels in excess of one hundred (100) milligrams per kilogram, and (ii) remove and/or remediate in accordance with law any petroleum product in free or liquid phase that is present on or in the groundwater under the Property in an amount of excess of one-half inch (½") in depth.

(c) Grantor (for itself and its successors and assigns) hereby covenants and agrees for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to heavy metals contamination existing as of the date of this deed, Grantor shall clean up, correct, or otherwise remediate all soils and waters located on or emanating from the Property from any contamination by heavy metals, including lead to a level of no more than 1400 milligrams per kilogram, to standards and in accordance with procedures now or in the future set by the governmental agency or agencies having jurisdiction over the establishment of such standards.

(d) The foregoing covenants and agreements are in addition to, and not in limitation of, any other environmental contamination or other obligations or liabilities of Grantor or Grantee regarding the Property existing by virtue of express contract (including, without limitation, that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, by and

between Grantor and Grantee, identified in the records of Grantor as UPRC Document No. 1-1329-29, Audit No. _____), or under applicable governmental laws, statutes, rules, regulations, ordinances or orders. No authority or power of any sort of the State of Nevada or obligation of Grantor to complete off-site remediation is waived or in any way affected by this provision.

LANDSCAPING COVENANT: The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Grantor's Parkway Center ownership. Until such time as all of the Property is developed and landscaping in connection therewith is installed, Grantee agrees that Grantor may continue to maintain such landscaping and to operate the irrigation equipment, and that Grantee shall reimburse Grantor for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Grantee may eliminate such irrigation facilities, provided that it does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. If Grantee transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

PARTICIPATION IN STAGE TWO IMPROVEMENTS:

(a) Grantee acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

(i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on Exhibit 2;

(ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on Exhibit 3;

(iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on Exhibit 4.

(b) if requested by Grantor or the City of Las Vegas, Grantee agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Grantor and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Grantee agrees that

Grantee's share (including Grantee's contribution required by and governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Grantor and the City of Las Vegas. If Grantee is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Grantee shall reimburse Grantor and other property owners, on a proportionate basis, to the extent of Grantee's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Grantee pursuant to the foregoing shall be Three Million Dollars ($3,000,000.00) in the aggregate.

All covenants described above are intended to be running covenants, burdening and benefiting the parties' successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant, Bargain and Sale Deed as of _____, 199__.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

_____(Seal)
Assistant Secretary

By:_____
Its:_____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

EXHIBIT 1 TO EXHIBIT E

LEGAL DESCRIPTION OF PROPERTY

FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT F

CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, PLY STADIUM PARTNERS, INC., a Nevada corporation, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 13-6400825; and

3. UNION PACIFIC RAILROAD COMPANY'S office address is 1416 Dodge Street, Omaha, Nebraska 68179, and place of incorporation is Utah.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

UNION PACIFIC RAILROAD COMPANY

By:_____
Title:_____
Date:_____

EXHIBIT G

MEMORANDUM OF REPURCHASE OPTION

THIS MEMORANDUM OF REPURCHASE OPTION is made this _____ day of _____, 199__, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UPRR") and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("PLY"), for the purpose of evidencing of record that UPRR has the option to repurchase ("Repurchase Option") the real property described in Exhibit 1 attached hereto and hereby made a part hereof pursuant to Section 10.1 of that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, between PLY and UPRR (the "Agreement"). The Repurchase Option becomes effective only if certain work of construction is not commenced on such real property on or before _____, __, 1999, and must be exercised, if at all, on or before _____ __,2000, with both dates subject to extension as provided in the Agreement.

Additional terms and conditions of the Repurchase Option are set forth in the Agreement.

This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Agreement, and in the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

Witness:

_____

UNION PACIFIC RAILROAD COMPANY, a Utah corporation

By:_____
Its:_____

Witness:

_____

PLY STADIUM PARTNERS, INC., a Nevada corporation

By:_____
Its:_____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

STATE OF TEXAS)
) ss.
COUNTY OF _____)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of PLY STADIUM PARTNERS, INC., a Nevada corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

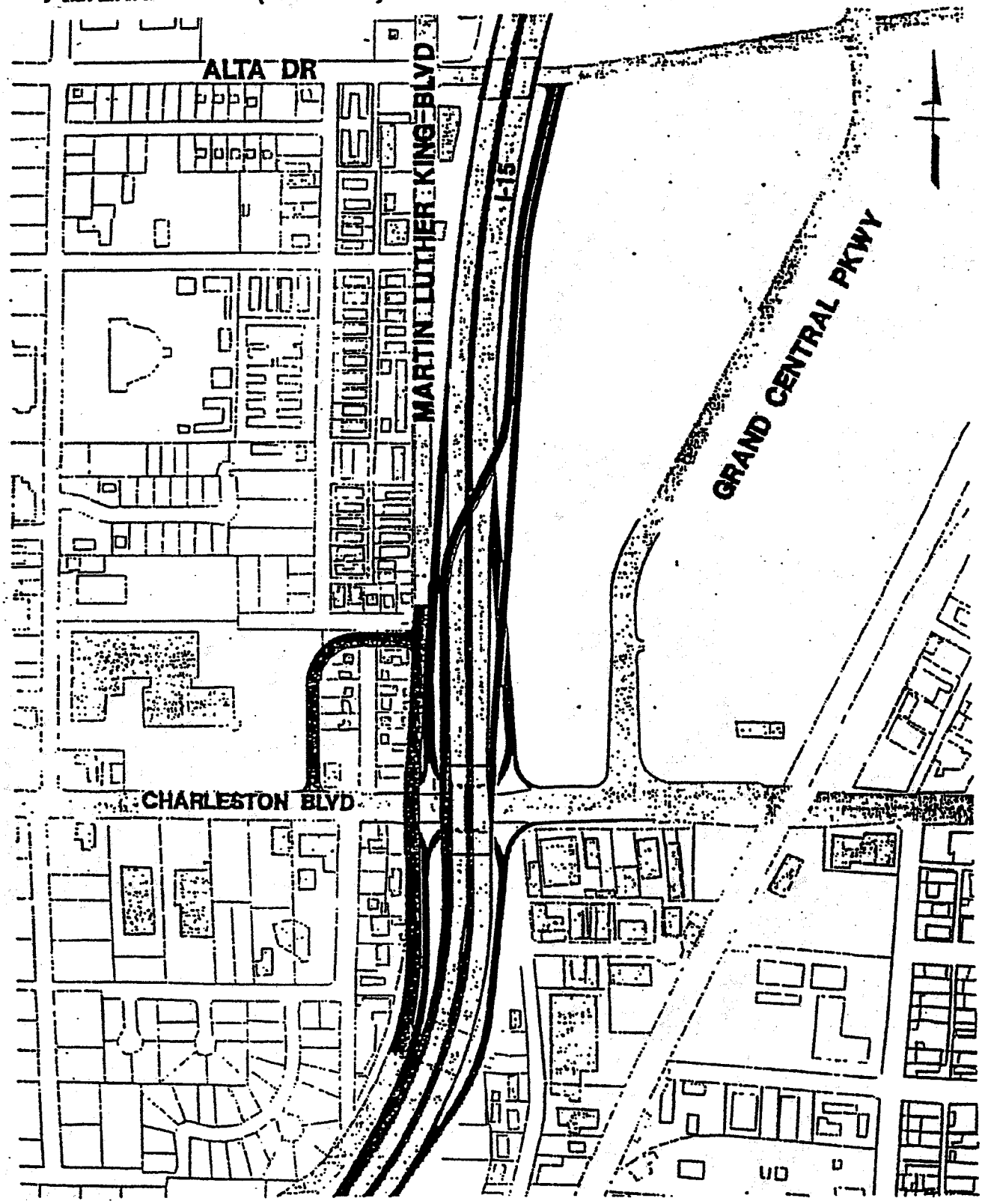
WITNESS my hand and official seal.

_____
Notary Public

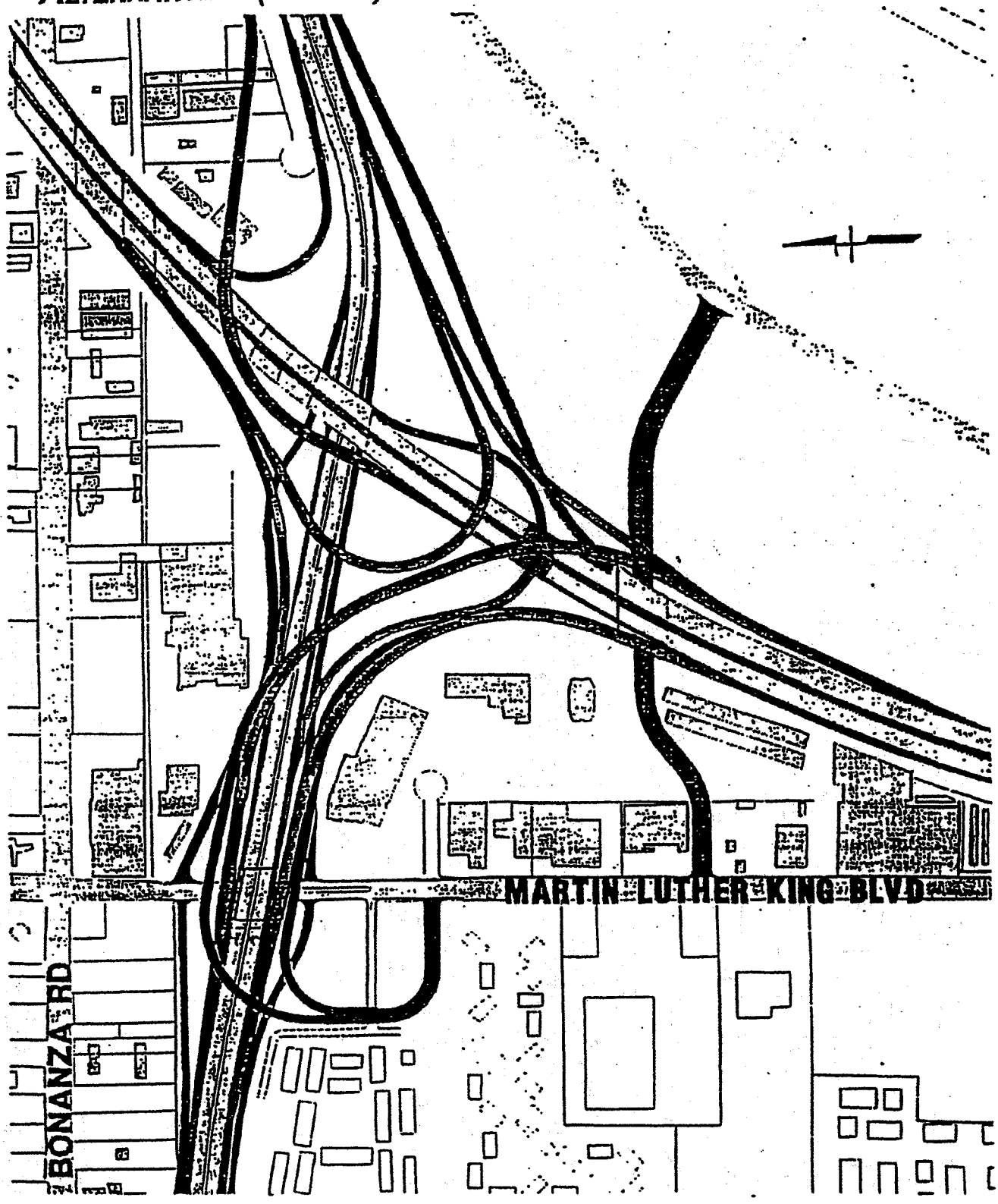
(SEAL)

EXHIBITS H-1, H-2 and H-3

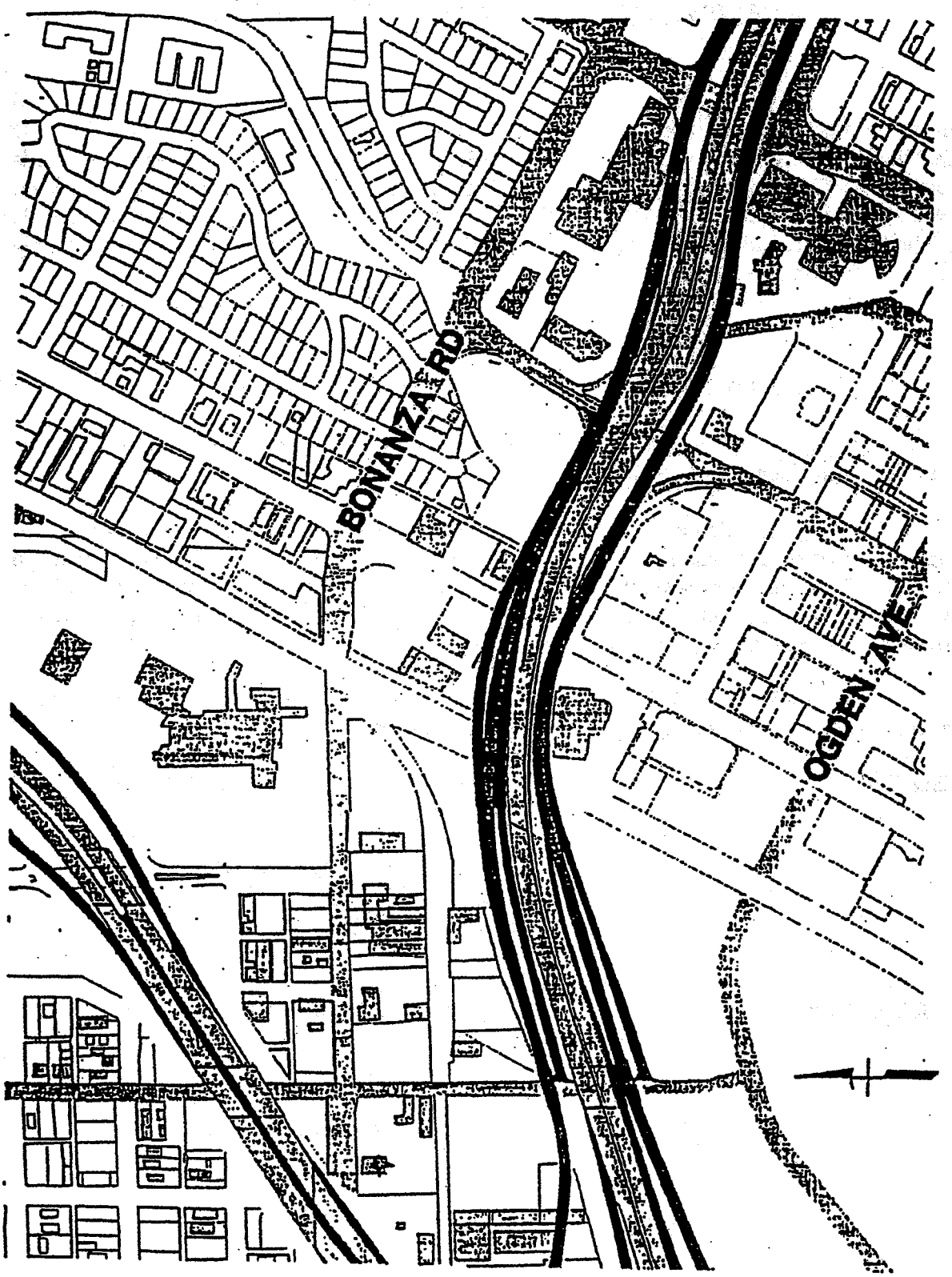
ALTERNATIVE 6 (REFINED) - I-15 / CHARLESTON BOULEVARD



ALTERNATIVE 6 (REFINED) - CORE INTERCHANGE



ALTERNATIVE 6 (REFINED) - EAST LEG



AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT is made and entered into as of the 30th day of October, 1996, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Seller"), and PLY STADIUM PARTNERS, INC., a Nevada corporation ("Purchaser"), and amends that certain Purchase and Sale Agreement dated October 21, 1996, identified in the records of Seller as Document No. 1-1329-29 (the "Agreement"), for the sale and purchase of certain real property located in Las Vegas, Clark County, Nevada, more particularly described therein (the "Sale Parcel").

****

IT IS MUTUALLY AGREED by and between Seller and Purchaser as follows:

Section 1. The Closing Date, as defined in Section 7.2(a) of the Agreement, is hereby extended to and including November 15, 1996.

Section 2. This Amendment is supplemental to the Agreement, and nothing herein contained shall be construed as amending or modifying the same, except as herein specifically provided. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail. Except as expressly provided herein, all of the terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Purchase and Sale Agreement as of the date first above written.

SELLER:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: _____
Title: Assistant Vice President

PURCHASER:

PLY STADIUM PARTNERS, INC., a Nevada corporation

By: _____
Its: Pres

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SELLER:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: _____
Title: Assistant Vice President

PURCHASER:

PLY STADIUM PARTNERS, INC., a Nevada corporation

By: _____
Its: Pres

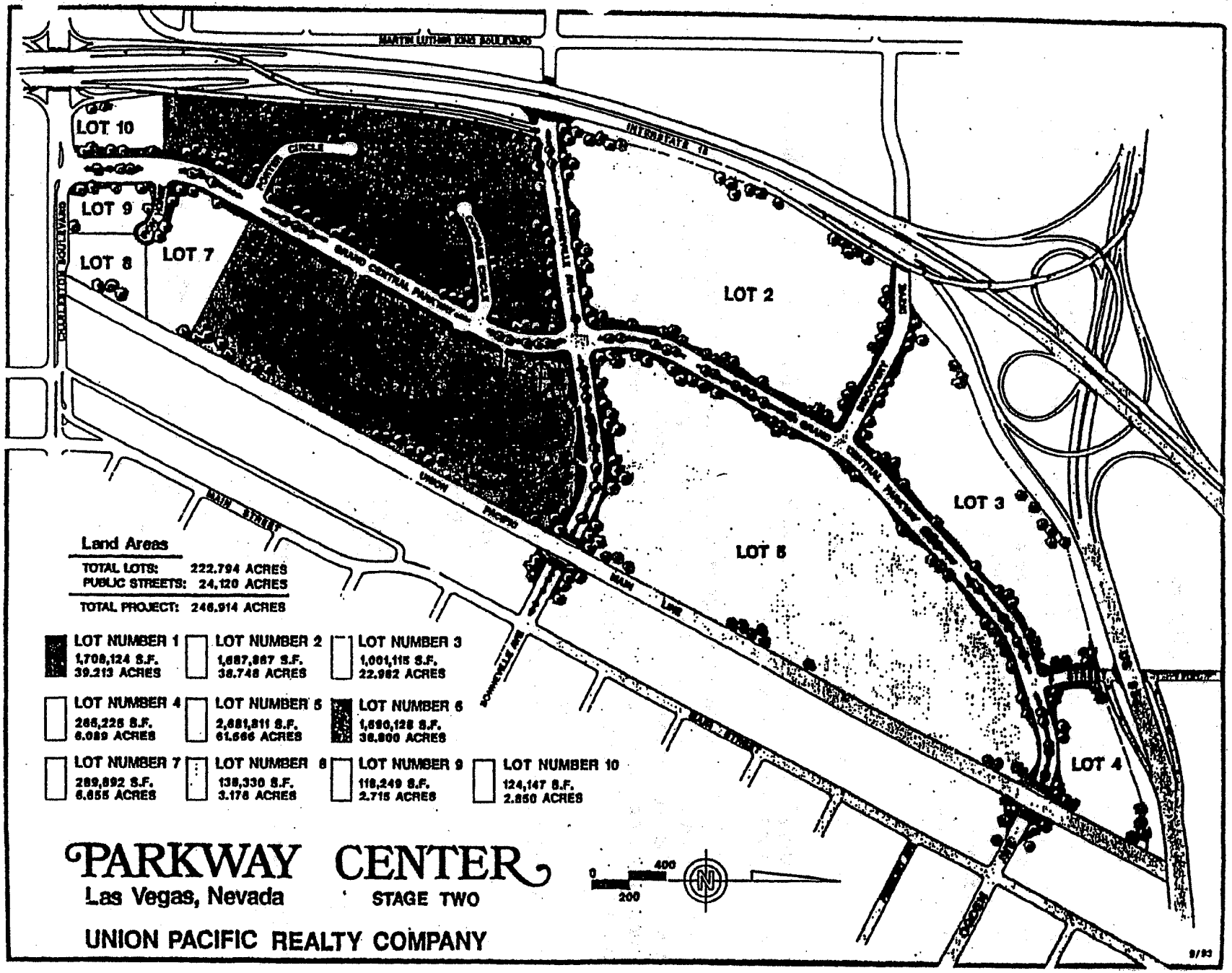
MARTIN LUTHER KING BOULEVARD
INTERSTATE 15
LOT 10
LOT 9
LOT 8
LOT 7
LOT 2
LOT 3
LOT 5
LOT 4
CIRCLE
GRAND CENTRAL PARKWAY
CIRCLE
BONNEVILLE AVE
BROADWAY
DRIVE
CIVIC CENTER BOULEVARD
UNION
PACIFIC
MAIN STREET
MAIN LINE
BONNEVILLE AVE
Land Areas
TOTAL LOTS: 222.794 ACRES
PUBLIC STREETS: 24.120 ACRES
TOTAL PROJECT: 246.914 ACRES
LOT NUMBER 1
1,708,124 S.F.
39.213 ACRES
LOT NUMBER 2
1,687,867 S.F.
38.748 ACRES
LOT NUMBER 3
1,001,115 S.F.
22.982 ACRES
LOT NUMBER 4
266,226 S.F.
6.089 ACRES
LOT NUMBER 5
2,681,811 S.F.
61.566 ACRES
LOT NUMBER 6
1,690,128 S.F.
38.800 ACRES
LOT NUMBER 7
289,892 S.F.
6.655 ACRES
LOT NUMBER 8
138,330 S.F.
3.176 ACRES
LOT NUMBER 9
118,249 S.F.
2.715 ACRES
LOT NUMBER 10
124,147 S.F.
2.850 ACRES
PARKWAY CENTER
Las Vegas, Nevada
STAGE TWO
UNION PACIFIC REALTY COMPANY
0
400
200
N
9/93

EXHIBIT A-2

LEGAL DESCRIPTION OF PROPERTY

LOT FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

MEMORANDUM OF RIGHTS

THIS MEMORANDUM OF RIGHTS is made this _____ day of _____, 1996, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UPRR"), and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("PLY"),for the purpose of evidencing of record that UPRR has rights (collectively, the Rights") to (1) a portion of the proceeds from certain transfers of the real property (the "Property") described in Exhibit 1 attached hereto and hereby made a part hereof, (2) payment of Ten Million Dollars upon substantial completion of a sports/entertainment stadium or convention center on the Property, and (3)reimbursement for certain environmental remediation costs, all pursuant to Section 2.3 of that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, between PLY and UPRR (the "Agreement").

Additional terms and conditions of the Rights are set forth in the Agreement.

This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Agreement, and in the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

Witness:

_____

UNION PACIFIC RAILROAD COMPANY, a Utah corporation

By:_____
Its:_____

Witness:

_____

PLY STADIUM PARTNERS, INC., a Nevada corporation

By:_____
Its:_____

10/15/96

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of PLY STADIUM PARTNERS, INC., a Nevada corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

EXHIBIT C

PARKWAY CENTER

PROPERTY MATERIALS LIST

AUGUST 31, 1995

PROPERTY DESCRIPTION:		Lot 5 of Parkway Center, Las Vegas, Nevada
1.	(X) RECORDED MAPS:	Plat of Parkway Center Recorded in Clark County, Nevada August 13, 1992 in Book 53, Page 61
2.	(X) IMPROVEMENT PLANS:	1. "Parkway Center, a Development of Union Paific Realty Company" dated February 10, 1994 consisting of 69 sheets, by Baughman & Turner 2. "Parkway Center Landscape, Irrigation, Hardscape" dated July 6, 1993 consisting of 61 sheets by BWA
3.	(X) TITLE REPORT:	Preliminary Report by Old Republic Title Co. dated August 8, 1995
4.	(X) TAXES:	See Preliminary Title Report
5.	(X) ASSESSMENTS:	See Preliminary Title Report
6.	(X) DESIGN GUIDELINES:	Pending
7.	(X) GEOTECHNICAL REPORTS:	Subgrade Soils Investigation, Parkway Center dated June 2, 1992 by Converse Consultants
8.	(X) ENVIRONMENTAL REPORTS:	See Exhibit "X"

EXHIBIT X TO EXHIBIT C

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS

1. Report
Phase II Sampling and Analysis Program
Property adjacent to Union Pacific Railroad Yard
Las Vegas, Nevada
for Union Pacific Corporation

Dames & Moore Job No. 16922-001-042
Santa Barbara, California
April 8, 1988

2. Final Report
Preliminary Site Assessment
Property adjacent to Union Pacific Railroad Yard
Las Vegas, Nevada
For Union Pacific Realty Company

Dames & Moore Job No. 16515-003-042
Santa Barbara, California
April 12, 1988

3. Final Report
Preliminary Site Assessment
Union Plaza Hotel and Casino
Greyhound Bus Station, and Parcels 10 and 11 and Field Investigation
Parcels 11, 12, 14, 15 and 19
Las Vegas, Nevada
For Union Pacific Land Resources Corporation

Dames & Moore Job No. 00173-044-042
Santa Barbara, California
February 28, 1989

4. Executive Summary
Preliminary Site Assessment and Field Investigation
Union Pacific Realty Company properties located adjacent to
Union Pacific Railroad Company Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
May 12, 1989

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS
Page 2

5. Final Report
Phase I Environmental Assessment of Union Pacific Realty Las Vegas Properties
Las Vegas, Nevada
UPRC Property No. 320120003

Tetra Tech, Inc.
Pasadena, California
August 1989

6. Monitoring Wells and Sampling Analysis
Union Pacific Railroad Company
Las Vegas Railroad Yard
Las Vegas, Nevada

Western Technologies Inc. Project No. 4127J016
3611 West Tompkins Avenue
Las Vegas, Nevada 89103
(702) 798-8050
March 16, 1987

7. Report
Off-Site Evaluation
Union Pacific Railroad Yard
Las Vegas, Nevada
For Union pacific Railroad Company

Dames & Moore Job No. 00173-035-042
Santa Barbara, California
September 29, 1988

8. Executive Summary
Report of Environmental Activities
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
May 12, 1989

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS
Page 3

9. Final Report
Site Characterization Investigations and Recommended Remedial Action
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
July, 1989

10. Appendices A-S
Site Characterization Investigations and Recommended Remedial Action
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
July, 1989

11. Report
Additional Off-Site Evaluation
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
August 15, 1989

12. Report
Additional Off-Site Evaluation
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
September 8, 1989

13. Las Vegas, Hydrocarbon Recovery System
Design, East Bound Fueling Area
USPCI, Inc.
Denver, Colorado, 1989; revised January 5, 1990

14. Additional Documents - See Exhibit "Y"

EXHIBIT Y TO EXHIBIT X
TO EXHIBIT C
(6 Pages)

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
	KLEINF	GEO-TECH	x	Conditional Slope Stability Analysis, Ogden underpass, Ogden and Main Street
	Laidlaw	MAP	ALL	Impacted Soil Remaining At Depth
	Zenitech	Scientific report	x	X-Ray Florescence as an aid to Cleanup of Lead Contamination
12/18/79	Randle&ass	Test Holes	x	Exploratory Test Holes for Upland Industries
07/15/86	HS&Assoc	ENG	x	Union Plaza Hotel Code Compliance Report
03/16/87	W.Tech		x	Monitoring Wells and Sampling Analysis
03/16/87	W.Tech		x	Monitoring Wells and Sampling Analysis
06/19/87	D&M	INT	ALL	Progress Report, Phase I Preliminary site Characterization Investigation
10/15/87	D&M	$-EST	x	Final Report, Preliminary Cost Estimate, Remedial Action Program
11/04/87	D&M	APP	ALL	Appendices E-H D&M Job No. 00173-028-042
11/11/87	D&M	PH-1 & PH-2 SUM	ALL	Summary Report, Phase I and Phase II Site Characterization Investigations
02/19/88	D&M	WRK-PLN, PH-3	ALL	Workplan Phase III Site Characterization Investigation
04/08/88	D&M	WRK-PLN, PH-2		Report, Phase II Sampling and Analysis Program, Property adjacent to UPRR yard
04/12/88	D&M	PRELIM-SITE-ASMT		Property adjacent to UPRR Yard
06/19/88	D&M	PROPOS	P14,15 & 19	Proposal, Preliminary Site Assessment and Field Investigation of Parcels 14, 15 and 19
09/29/88	D&M	INV		Report, Off Site Evaluation,
02/28/89	D&M	PRELIM-SITE-ASMT	P10,11,12,14,15,1	Union Plaza, Bus Station, and Parcels 10 and 11 and Investigation, Parcels 11,12,14,15, and 19
05/12/89	D&M	PRELIM-SITE-ASMT		Union Pacific Realty Company Properties Located Adjacent to UPRR Yard
05/12/89	D&M	INT	ALL	Executive Summary, Report of Environmental Activities
07/15/89	D&M	FIN-SITE-CHAR-INV	ALL	Final Report, Site Characturization investigations and recomended Remedial Action
07/15/89	D&M	APP	ALL	Appendices A-S, Site Characterization and Recomended Remedial Action
08/16/89	Tetra	ASMT	x	Final Report, Phase I Environmental assessment of Union Pacific Realty Properties
08/16/89	D&M	SUP		Report, Additional off-site Evaluation
09/08/89	D&M	SUP		Report, Additional off-site Evaluation
09/15/89	D&M	ENG	x	Report R9 Building Review of One Main Street, Union Plaza Hotel and Parking Structure,
10/02/89	Laidlaw	Oil Rec-Q		3 Q 89
01/05/90	Laidlaw	DSGN	x	Hydrocarbon Recovery System Design, Eastbound Fueling Area
01/05/90	Laidlaw	DSGN	x	Hydrocarbon Recovery System Design, East Bound Fueling Area
01/10/90	Laidlaw	RFP	x	Eastbound Fueling Area interceptor Trench
01/29/90	Laidlaw	Oil Rec-Q		4 Q 89
04/30/90	Laidlaw	GW-Q	ALL	2 Q 90
06/15/90	BB&A	SITE-INV	x	Review of Criteria Reguarding Hydrocarbon Cintaminated Soil Relevant to the UPRY
08/16/90	Laidlaw	Oil Rec-Q		2 Q 90
08/17/90	Laidlaw	GW-Q	ALL	3 Q 90
10/23/90	Laidlaw	AS-BUILT	x	Eastbound Fueling Area Hydrocarbon Recovery Trench, As built Report
11/15/90	Laidlaw	Oil Rec-Q		3 Q 90
11/19/90	Laidlaw	GW-Q	ALL	4 Q 90
11/30/90	UPRR	Discharge	x	Ninety Day Compliance Report, Discharge Permit 88-002, LV-RS-2
01/08/91	Laidlaw	WRK-PLN	x	Proposed Workplan Monitor Well Installation Recovery Trench Design and Installation
03/06/91	Laidlaw	GW-Q	ALL	1 Q 91
07/22/91	Laidlaw	GW-Q	ALL	2 Q 91
09/18/91	Laidlaw	GW-Q	ALL	3 Q 91

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
09/30/91	Laidlaw	RAP	L2, L5, L6	RAP Lead Contaminated Soils
09/30/91	KLEINF	GEO-TECH	x	Geotechnical Investigation, Ogden Avenue Underpass and Bonneville Avenue Railroad Bridge
10/17/91	Laidlaw	Workplan	ALL	Site Remediation Worklan
11/15/91	Laidlaw	WRK-PLN	x	Eastbound Hydrocarbon Recovery System
11/15/91	Laidlaw	AS-BUILT	x	Westbound Hydrocarbon Recovery System As Built Construction Report
11/26/91	Laidlaw	GW-Q	ALL	4 Q 91
12/10/91	KLEINF	GEO-TECH	x	Geo-tech Investigation Ogden Avenue Underpass And Bonnevile Avenue Railroad Bridge
02/14/92	Laidlaw	IN-SITU-BIO	ROW	In Situ Remediation of Hydrocarbon Contaminated Soils at The UPRR LVRY Feasability Study
02/14/92	Laidlaw	XRF	x	Summary Report of Xrf Calibration Procedure for USPCI At the UP Freight Yard
05/05/92	Laidlaw	GW-Q	ALL	1 Q 92
05/29/92	Laidlaw	SUM	ALL	Field Report, CAL/NEV Pipeline Installation Removal and Soil Excavation
06/05/92	Laidlaw	RAP	ALL	Final Remedial Action Plan for Petrolium Hydrocarbon Contaminated Soil
07/31/92	Laidlaw	GW-Q	ALL	2 Q 92
08/18/92	Laidlaw	RAP	ALL	Addendum to the Final RAP for Petrrolium Hydrocarbon Contaminated Soil
08/18/92	Laidlaw	CLOSE	L5	606/Trestle Diesel Spill Area 606
09/09/92	Laidlaw	CLOSE	L5	Shoofly Construction Area
09/15/92	Laidlaw	CLOSE	L6	Pit #224
09/24/92	Laidlaw	CLOSE	L5	South Shoofly Construction Area
10/08/92	Laidlaw	CLOSE	L6	Clark County Nevada, Property
11/02/92	Laidlaw	CLOSE	L6	Addendum, Clark County Nevada, Property
11/04/92	KLEINF	SITE-ASMT	L6	Limited Site Assessment, Proposed Clark County Government Center
01/19/93	KLEINF	SITE-ASMT		Limited Environmental Site Assessment, Main Street Storm Drain, Ogden Underpass & Roadway
02/09/93	Laidlaw	QA	x	Quality Assurance Project plan for USPCI Remedial Services Mobile Laboratory
02/19/93	Laidlaw	GW-Q	ALL	4 Q 92
02/19/93	Laidlaw	GW-Q	ALL	3 Q 92
02/22/93	BB&A	COR-ACT	x	CALNEV/UPRR Station Corrective action Letter Report
03/04/93	Laidlaw	UST	P4A	UST Removal at the Bonneville Ave Underpass Site
03/10/93	Laidlaw	CLOSE	ROW	Southern Portion of the eastbound fueling area
03/11/93	Laidlaw	WRK-PLN	xROW	Workplan Eastbound Fueling Area Mainline Recovery System
03/24/93	Laidlaw	QA	x	Quality Assurance Project plan for USPCI Remedial Services Mobile Laboratory
03/25/93	Laidlaw	CLOSE	L4	Northern portion of the Day Storage Tank Area
03/25/93	Laidlaw	GW-Q	ALL	1 Q 93
04/14/93	Laidlaw	DSGN	X	Fuel Storage and Diesel Shop Down Gradient Recovery Systems
04/23/93	KLEINF	GEO-TECH	x	Slope Stability Analysis Ogden Underpass
04/23/93	KLEINF	GEO-TECH	x	Geotechnical Investigation, Bonneville Avenue Extension
05/03/93	Laidlaw	CLOSE	L5	Eastern Portion of The Wash Track Area
05/05/93	Laidlaw	CLOSE	L3 & L5	Evaporation Pond Area
05/05/93	Laidlaw	CLOSE	L5	Isolated Excavation At B-82 Railroad Car Cleaning Area
05/21/93	Laidlaw	CLOSE	L6	Isolated Excavations, eastern Portion of Fuel Storage Area
05/21/93	Laidlaw	CLOSE	L2, L5, L6	Addendum to Remedial Action Plan, Lead Contaminated Soils
06/07/93	Laidlaw	CLOSE	ROW	East of Diesel Shop Area
06/17/93	Laidlaw	DSGN	X	Westbound Fueling Area, Downgradient Recovery System

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
06/21/93	Laidlaw	SOP	ALL	Soil Sample Collection After Thermal Treatment
06/30/93	Laidlaw	CLOSE	L5	Southern Portion of the Day Storage Tank Area
07/06/93	Laidlaw	CLOSE	ROW	Addendum, East of Diesel Shop Area
07/20/93	Laidlaw	GW-Q	ALL	2 Q 93
07/21/93	Laidlaw	Ogden Inj-Q		2 Q 93
07/29/93	Laidlaw	RFP	x	Diesel Shop Down-Gradient and Eastbound Mainline Recovery System Installation
08/02/93	Laidlaw	MTRU	ALL	MTRU Confirmation Sample Data, Startup of Operation Through June 27, 1993
09/01/93	Laidlaw	WRK-PLN	L5	Diesel Shop Area Workplan, Sampling for VOC Impacted Soils
09/13/93	Laidlaw	CLOSE	L5	Western Portion of the Wash Track Area
09/21/93	Laidlaw	CLOSE	ROW & L4	Eastbound Fueling Area, North of Ogden Underpass
09/21/93	Laidlaw	CLOSE	L3 & L5	Evaporation Ponds Area
10/08/93	Laidlaw	CLOSE	L5 & L6 & ROW &	Lead Phase II
10/12/93	Laidlaw	GW-Q	ALL	3 Q 93
10/15/93	Laidlaw	CLOSE	L2 & L5	Lead Phase III
10/15/93	Laidlaw	SOP	x	A Quality Assurance Standard, SOP's for Environmental Monitoring at The MTRU
10/20/93	Laidlaw	CLOSE	L3 & L5	Addendum, Evaporation Ponds Area
10/20/93	Laidlaw	CLOSE	L5	Addendum, Western Portion of the Wash Track Area
10/22/93	Laidlaw	Ogden Inj-Q	Off-Site	3 Q 93
11/02/93	Laidlaw	RFP	x	RFQ Westbound Downgradient, Recovery System Installation
11/22/93	Laidlaw	CLOSE	L5 & L6 & ROW &	Addendum Lead Phase II
12/07/93	Laidlaw	CLOSE	ROW	Western Portion of the East of Diesel Shop Area
12/07/93	Laidlaw	CLOSE	ROW & L4	Addendum, Eastbound Fueling Area, North of Ogden Underpass
12/07/93	Laidlaw	CLOSE	P1 & P2	Westbound Fueling Area East of Mainline Tracks
12/09/93	Laidlaw	CLOSE	L5	Southern Extension of the Day Storage Tank Area
12/13/93	HL&A	SITE-ASMT	x	Subsurface site assessment, Texaco Service Station, 224 North main Street
12/17/93	Laidlaw	CLOSE	L5	Diesel Shop VOC Sampling Summary
12/17/93	Laidlaw	SUM	L5	Summary report- Volatile Organic Compound Sampling, Diesel Shop Area
12/27/93	Laidlaw	CLOSE	L2 & L5	Modification Lead Phase III
12/27/93	Laidlaw	CLOSE	L3 & L5	Addendum, Evaporation Ponds Area
12/27/93	Laidlaw	CLOSE	L2 & L5	Modification to Addendum to Lead Remedial Action Plan, Report of Phase 3 Remediation
01/18/94	Laidlaw	SEMI		Semi-Annual Compliance Report, June 3-93 through Jan 10-94
01/20/94	Laidlaw	Ogden Inj-Q		4 Q 93
01/22/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Fourth Quarter 1993 Monitoring Report
01/25/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfer Dioxide Continuous monitoring System Fourth Quarter Report
02/01/94	Laidlaw	GW-Q	ALL	4 Q 93
02/01/94	Laidlaw	O&M	x	Central Treatment operation & Maintenance Manual
03/04/94	Laidlaw	CLOSE	L2 & L5	Supplement Lead Phase III
03/04/94	Laidlaw	CLOSE	ROW & L4	Additional Information, Eastbound Fueling Area
03/22/94	HL&A	COR-ACT	x	Corrective Action plan, Texaco Service Station, 224 North Main Street
03/30/94	Laidlaw	SUM	L4	Thin Seam Hydrocarbon Report
03/31/94	Laidlaw	CLOSE	ROW	Additional Information East of Diesel Shop Area
04/11/94	Laidlaw	O&M	X	Westbound Treatm operation & Maintenance Manual

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

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04/15/94	Laidlaw	GW-Q	ALL	1 Q 94
04/21/94	Laidlaw	Ogden Inj-Q		1 Q 94
04/22/94	Laidlaw	AS-BUILT	X	As-Built Construction Report, Diesiel Shop Down Gradient and Eastbound recovery Systems
04/24/94	Laidlaw	MTRU	ALL	MTRU Confirmation Sample Data, June 28, 1993 Through December 31, 1993
04/26/94	Laidlaw	SUM	L5	Vertical limits of Excavation in The Fuel Storage Area
05/02/94	KLEINF	ASB-ASMT	L5	Limited Asbestos Assessment and Shallow Soil Sampling Report, Former Roundhouse site
05/02/94	KLEINF	ASB-ASMT	L5	Limited Asbestos Assessment and Shallow Soil Sampling Report, Former Roundhouse Site
06/10/94	Laidlaw	RFP	x	Request for Proposal for UPRY LV, NV Roundhouse Asbestos Abatement
06/23/94	Laidlaw	SEMI		Semi-Annual Compliance Report, January 10-94 through June 7-94
07/05/94	Laidlaw	Ogden Inj-Q		2 Q 94
07/05/94	Laidlaw	GW-Q	ALL	2 Q 94
07/08/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Second Quarter 1994 Monitoring Report
07/29/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous monitoring System Second Quarter Report
08/15/94	Laidlaw	CLOSE	L4	Excavation West of Mainline Tracks, Eastbound Fueling Area
09/14/94	Laidlaw	WRK-PLN	ROW	Workplan - In Situ Bioremediation Pilot Study
09/21/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Third Quarter 1994 Monitoring Report
09/27/94	Laidlaw	GW-Q	ALL	3 Q 94
09/28/94	Laidlaw	CLOSE	L5	Southern Extension of the Evaporation Ponds Area
09/28/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils East of Diesel Shop Area
10/11/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Easternn Fuel Storage Area
10/17/94	Laidlaw	Ogden Inj-Q		3 Q 94
10/29/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous Monitoring System Third Quarter Report
10/31/94	Laidlaw	CLOSE	P1 & P2 & L6	Westbound Fueling Area
11/09/94	Laidlaw	CLOSE	L5	Final Closure Report UST Removal Fuel Storage Area Remediation Site
11/09/94	Laidlaw	UST	L5	Final Closure Report Underground Storage Tank Removal, Fuel Storage Area Remediation Site.
11/09/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Diesel Shop Area
11/17/94	Laidlaw	CLOSE	ROW & L4	Hydrocarbon Impacted Soils Eastbound Fueling Area
11/18/94	Laidlaw	UST	L5	Ust Removal Fuel Storage Remediation Site
11/18/94	Laidlaw	CLOSE	L5	Amended Plate 1, Eastern Fuel Storage Area
11/18/94	Laidlaw	CLOSE	L5	Ammended Plate 1 Diesel Shop Area
11/21/94	Laidlaw	CLOSE	P1 & P2 & L6	Addendum, Westbound Fueling Area (WBFA), Sampling The Clark County and WBFA Boundary
11/23/94	Laidlaw	CLOSE	L5	Chlorotoluene Impacted Soils, Diesel Shop Area
11/28/94	Laidlaw	MTRU		Final MTRU Confirmation Sample Data, January 1, 1994 Through September 28, 1994
12/15/94	Laidlaw	CLOSE	L5	Former MTRU Site and Former Stockpile Area
12/15/94	Laidlaw	Ogden Inj-Q		4 Q 94
12/15/94	Laidlaw	GW-Q	ALL	4 Q 94
12/19/94	Laidlaw	AS-BUILT	x	As-built Construction Report, Westbound Downgradient Recovery System
12/28/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Fuel Storage Area
01/16/95	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Fourth Quarter 1994 Monitoring Report
01/20/95	Laidlaw	SEMI		Semi-Annual Compliance Report, June 7-94 through Jan 16-95
04/06/95	Laidlaw	IN-SITU-BIO	ROW	In Situ Bioremediation Pilot Study Evaluation Report
04/13/95	Laidlaw	SITE-CHAR	P 001 & 002	Site Characturizat' UP Parcels 139-34-302-001 and 139-34-302-002

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
04/26/95	Laidlaw	Ogden Inj-Q		1 Q 95
04/26/95	Laidlaw	GW-Q	ALL	1 Q 95
05/16/95	Laidlaw	WRK-PLN	xL4,L5 & ROW	Monitor Well Instalation
05/24/95	Laidlaw	CLOSE	L5	Request for Conditional Closure Excavation of Hydrocarbon Impacted Soils Fuel Storage Area
07/20/95	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Second Quarter 1995 Monitoring Report
07/28/95	Laidlaw	Ogden Inj-Q		2 Q 95
07/30/95	Laidlaw	SEMI		Semi-Annual Compliance Report, Jan 16-95 through June 12-95
07/31/95	Laidlaw	GW-Q	ALL	2 Q 95
10/20/95	Laidlaw	GW-Q	ALL	3 Q 95
10/30/95	Laidlaw	Ogden Inj-Q		3 Q 95
10/30/95	Laidlaw	BIO	ROW	In Situ Bioremediation Extended Pilot Study Evaluation Report
11/16/95	Laidlaw	SUM	ROW	Westbound Fueling Area, A Through K Exception Report
01/30/96	Laidlaw	GW-Q	ALL	4 Q 95
01/30/96	Laidlaw	Ogden Inj-Q		4 Q 95
02/07/96	Laidlaw	SEMI		Semi-Annual Compliance Report, June 12-95 through Dec 28-95
04/26/96	Laidlaw	Ogden Inj-Q		1 Q 96
04/26/96	Laidlaw	GW-Q	ALL	1 Q 96
05/30/96	Laidlaw	CLOSE	ROW & L4	EASTBOUND FUELING AREA, ADD'L INFORMATION, REMEDIAL TARGET 3
07/26/96	Laidlaw	SEMI		Semi-Annual Compliance Report, December 28-96 through June 27-96
07/26/96	Laidlaw	Ogden Inj-Q		2 Q 96
07/29/96	Laidlaw	GW-Q	ALL	2 Q 96
08/01/96	Laidlaw	INV & SAP	ALL	Mon. Well Installation Summary & Recommendations for a Revised Sampling and Analysis Plan
08/22/96	Laidlaw	INV	L5	Bonneville Ave. Underpass - Impact of Dewatering on Groundwater Remediation

BB&A = Broadbent & Associates, D&M = Dames & Moore, HL&A = Harding Lawson & Associates, KLEINF = Kleinfelder

	USPCI	GW-Q	2 Q 95
	USPCI	Ogden Inj-Q	2 Q 95
	USPCI	GW-Q	3 Q 95
	USPCI	Ogden Inj-Q	3 Q 95
	USPCI	GW-Q	4 Q 95
	USPCI	Ogden Inj-Q	4 Q 95
	USPCI	Compliance	Semi-Annual Compliance Report, 1-16-95 - 6-12-95, City of LV Wastewater Contribution
	USPCI	Compliance	Semi-Annual Compliance Report, 6-12-95 - 12-??-95, City of LV Wastewater Contribution
	USPCI	MAP	Impacted Soil Remaining At Depth
O&M		All reports relating to Operations and Maintenance	
UST		All reports relating to the removal, sampling and remediation of Underground Storage Tanks	
CLOSE		Any report which requests or is related to the closure or conditional closure of an area	
INV		Investigative reports and findings	
PH-1		Phase 1	
PH-2		Phase 2	
PH-3		Phase 3	
Q		A report which is submitted to the appropriate agency on a Quarterly basis	

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1998

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
INT		An Interem report		
$-EST		A report dealing with the Cost Estimate to complate a task or project		
APP		Appendices		
SITE-ASMT		Site Assessment		
PRELIM		A Preliminary report of any kind		
CHAR		A Characterization report		
SEMI		A report which is submitted to the appropriate agency on a Semiannual basis		
BIO		Any report relating to the Bioremediation of impacted soils or groundwater		
GEO-TECH		Any report dealing with Geotechnical Analysis of soils related to construction activities		
ASB		Any report which specifically addresses Asbestos remediation or investigation		
Pb		Any report which specifically addresses Lead remediation or investigation		
GW		Any report which contains information about Grounwater		
IN-SITU		Any report dealing whith In-Place or In-Situ treatment or treatment alternatives		
SUM		A Summary report of completed activities or findings		
WRK-PLN		A Workplan for future activities		
PROPOS		A Proposal		
FIN		A Final report of any kind		
SUP		A Suplimental report, usually writen as an addendum for an existing report		
ENG		An Engineering report which adresses a structure or mechanical devise		
DSGN		A report of the Design of a mechanical devise		
RFP		Request for Proposal, Bid, or Quote		
AS-BUILT		The specifications of a structure or system as it actually exists following instalation		
QA		Any report which addresses methods and sugested policies which result in Quality Assurance		
SAP		Sampling and Analysis Plan		

STATE OF NEVADA
BOB MILLER
Governor

PETER G. MORROS
...ector

L. H. DODGION
Administrator

Administration	(702) 687-4670
Air Quality	687-5065
Mining Regulation and Reclamation	687-4670
Waste Management	687-5872
Federal Facilities	687-3880
Wastewater Treatment Services	687-5870
Water Permits and Compliance	687-4670
Water Quality Planning	687-4670
FAX	885-0868

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

123 W. Nye Lane

Carson City, Nevada 89710

September 10, 1991

William Wimmer
Assistant Vice President
Environmental Management
Union Pacific Railroad
1416 Dodge Street - Room 930
Omaha, NE 68179

RE: Las Vegas, Nevada, Yard Cleanup

Dear Mr. Wimmer:

The Nevada Division of Environmental Protection (NDEP) has reviewed the Union Pacific Railroad's (UPRR) recent proposed action level for the cleanup of Total Petroleum Hydrocarbons (TPH). Based on the data and information provided and discussions with Rick Eades, the NDEP is requiring adherence to the following stipulations.

The NDEP will require UPRR to:

1. - Remediate all soil with TPH values in excess of 100 mg/kg from ground level to 2 ½ feet. The UPRR will be required to remediate the soil directly below the rail tracks during future track maintenance and repair. Immediate action on the impacted soil directly under the tracks is not directed, yet adherence to the clean-up stipulations outlined in this letter will be required. Other impacted soil not directly under the tracks will be required to adhere to the stipulations contained in this letter; and;

- remediate all soil with TPH values in excess of 10,000 mg/kg, irregardless of the depth, and;

- remediate all soil excavated during the remediation of the soils greater than 10,000 mg/kg, to a TPH value of less than 100 mg/kg, and;

- provide as per the March 13, 1991 meeting, a guarantee to be approved by NDEP, that soils excavated during future construction which have TPH levels in excess of 100 mg/kg (TPH) attributable to Union Pacific's past occupancy, will be disposed of by the railroad. This obligation also applies to ground water contamination encountered in future development that is attributable to Union Pacific's past use.

2. - Provide written documentation stating UPRR is the responsible party on environmental contamination of soils and groundwater.

3. - Initiate a pilot program to determine the feasibility for an in-situ remediation project on the hydrocarbon contaminated soil left in place.

4. - Negotiate and establish a written agreement with the City of Las Vegas for the monitoring and enforcement of future remediation activities that are attributed to UPRR past activities.

In regards to the other on going and proposed remediation activities on the other contaminates, solvent and lead, the NDEP understands the following:

- In the UPRR letter of November 26, 1990, UPRR agreed to remediate the soil and groundwater contaminated with chlorinated and non-chlorinated solvents. The NDEP is awaiting this remediation plan and informational data, per the request made by the NDEP on August 29, 1990.

- In the NDEP letter to UPRR dated June 24, 1991, the NDEP responded to the proposed lead remediation plan submitted on April 17, 1991. The NDEP provided comments on the plan and is awaiting a revised plan for remediation.

- Currently, there are two free product recovery systems in place and operational. Modification to the westbound recovery system is currently being done per Mr. Jim Moran, USPCI, during the meeting of August 14, 1991. It is the understanding of the NDEP that the recovery systems for the area designated as the fuel farm area, is being designed and is considered to be of high priority by the NDEP, August 29, 1990 letter. The NDEP will require a written status report and schedule for the design, installation and operation of the free product recovery systems by October 11, 1991.

- The NDEP will require that the free product recovery systems operate with the goal of reducing free product to a thickness of ½ inch or less as measured in the formation, per the Nevada Administrative Code. Adherence to the current NAC is mandated since no agreed to remediation plan has been executed at this time.

Sincerely,

L.H. Dodgion, P.E.
Administrator

LHD/JNN:klh

cc: H.L. Rosse, NDEP
A. Biaggi, NDEP
D. Gross, NDEP
B. Noonan, City Manager, City of Las Vegas
P. Shalmy, County Manager, Clark County
C. Judkins. Clark County Health District
R. Eades, UPRR
Gary Papek, UPRR
Jim Moran, USPCI
Rick Stout, Dames and Moore
R. Broadbent, Broadbent & Associates

EXHIBIT E

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
_____

MAIL TAX STATEMENTS TO:

_____
_____
_____
_____

_____

(Space above line for
Recorder's use only.)

GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, ("Grantor"), grants to PLY STADIUM PARTNERS, INC., a Nevada corporation ("Grantee"), all of its right, title, and interest, in and to that certain real property (the "Property") situated in the City of Las Vegas, County of Clark, State of Nevada, described in Exhibit 1 attached hereto and incorporated by reference.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Grantor under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use thereof by Grantee, its successors or assigns.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;

B. All matters which would be revealed or disclosed by a physical inspection of the Property;

C. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and

D. Zoning ordinances and regulations and any other laws, ordinances, notices, orders and other governmental regulations and restrictions affecting the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect.

ENVIRONMENTAL PROVISIONS:

(a) Grantor hereby gives notice that portions of the Property are currently affected by contamination of the soil and groundwater. Therefore, Grantee (and its successors in title to the Property) should contact the State of Nevada Division of Environmental Protection (or its successor agency with jurisdiction to require clean up, correction, or other remediation of soil or groundwater contamination) prior to commencement of any building, construction or excavation activities on the Property in order to obtain information on past remediation or any necessary approvals for protective measures to be taken in conducting any such activities.

(b) Grantor (for itself and its successors and assigns) hereby covenants and agrees, for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to petroleum hydrocarbon contamination existing as of the date of this deed, Grantor shall (i) replace with clean soil and dispose of in accordance with law all soils on the Property excavated in the course of construction activity which contain total petroleum hydrocarbon levels in excess of one hundred (100) milligrams per kilogram, and (ii) remove and/or remediate in accordance with law any petroleum product in free or liquid phase that is present on or in the groundwater under the Property in an amount of excess of one-half inch (½") in depth.

(c) Grantor (for itself and its successors and assigns) hereby covenants and agrees for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to heavy metals contamination existing as of the date of this deed, Grantor shall clean up, correct, or otherwise remediate all soils and waters located on or emanating from the Property from any contamination by heavy metals, including lead to a level of no more than 1400 milligrams per kilogram, to standards and in accordance with procedures now or in the future set by the governmental agency or agencies having jurisdiction over the establishment of such standards.

(d) The foregoing covenants and agreements are in addition to, and not in limitation of, any other environmental contamination or other obligations or liabilities of Grantor or Grantee regarding the Property existing by virtue of express contract (including, without limitation, that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, by and

between Grantor and Grantee, identified in the records of Grantor as UPRC Document No. 1-1329-29, Audit No. _____), or under applicable governmental laws, statutes, rules, regulations, ordinances or orders. No authority or power of any sort of the State of Nevada or obligation of Grantor to complete off-site remediation is waived or in any way affected by this provision.

LANDSCAPING COVENANT: The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Grantor's Parkway Center ownership. Until such time as all of the Property is developed and landscaping in connection therewith is installed, Grantee agrees that Grantor may continue to maintain such landscaping and to operate the irrigation equipment, and that Grantee shall reimburse Grantor for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Grantee may eliminate such irrigation facilities, provided that it does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. If Grantee transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

PARTICIPATION IN STAGE TWO IMPROVEMENTS:

(a) Grantee acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

(i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on Exhibit 2;

(ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on Exhibit 3;

(iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on Exhibit 4.

(b) if requested by Grantor or the City of Las Vegas, Grantee agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Grantor and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Grantee agrees that

Grantee's share (including Grantee's contribution required by and governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Grantor and the City of Las Vegas. If Grantee is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Grantee shall reimburse Grantor and other property owners, on a proportionate basis, to the extent of Grantee's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Grantee pursuant to the foregoing shall be Three Million Dollars ($3,000,000.00) in the aggregate.

All covenants described above are intended to be running covenants, burdening and benefiting the parties' successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant, Bargain and Sale Deed as of _____, 199___.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

_____(Seal)
Assistant Secretary

By:_____
Its:_____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and _____ and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

EXHIBIT 1 TO EXHIBIT E

LEGAL DESCRIPTION OF PROPERTY

FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT F

CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, PLY STADIUM PARTNERS, INC., a Nevada corporation, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 13-6400825; and

3. UNION PACIFIC RAILROAD COMPANY'S office address is 1416 Dodge Street, Omaha, Nebraska 68179, and place of incorporation is Utah.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

UNION PACIFIC RAILROAD COMPANY

By:_____
Title:_____
Date:_____

EXHIBIT G

MEMORANDUM OF REPURCHASE OPTION

THIS MEMORANDUM OF REPURCHASE OPTION is made this _____ day of _____, 199__, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UPRR") and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("PLY"), for the purpose of evidencing of record that UPRR has the option to repurchase ("Repurchase Option") the real property described in Exhibit 1 attached hereto and hereby made a part hereof pursuant to Section 10.1 of that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, between PLY and UPRR (the "Agreement"). The Repurchase Option becomes effective only if certain work of construction is not commenced on such real property on or before _____, __, 1999, and must be exercised, if at all, on or before _____ __,2000, with both dates subject to extension as provided in the Agreement.

Additional terms and conditions of the Repurchase Option are set forth in the Agreement.

This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Agreement, and in the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

Witness:

UNION PACIFIC RAILROAD COMPANY, a Utah corporation

_____

By:_____
Its:_____

Witness:

PLY STADIUM PARTNERS, INC., a Nevada corporation

_____

By:_____
Its:_____

10/16/96

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

STATE OF TEXAS)
) ss.
COUNTY OF _____)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of PLY STADIUM PARTNERS, INC., a Nevada corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

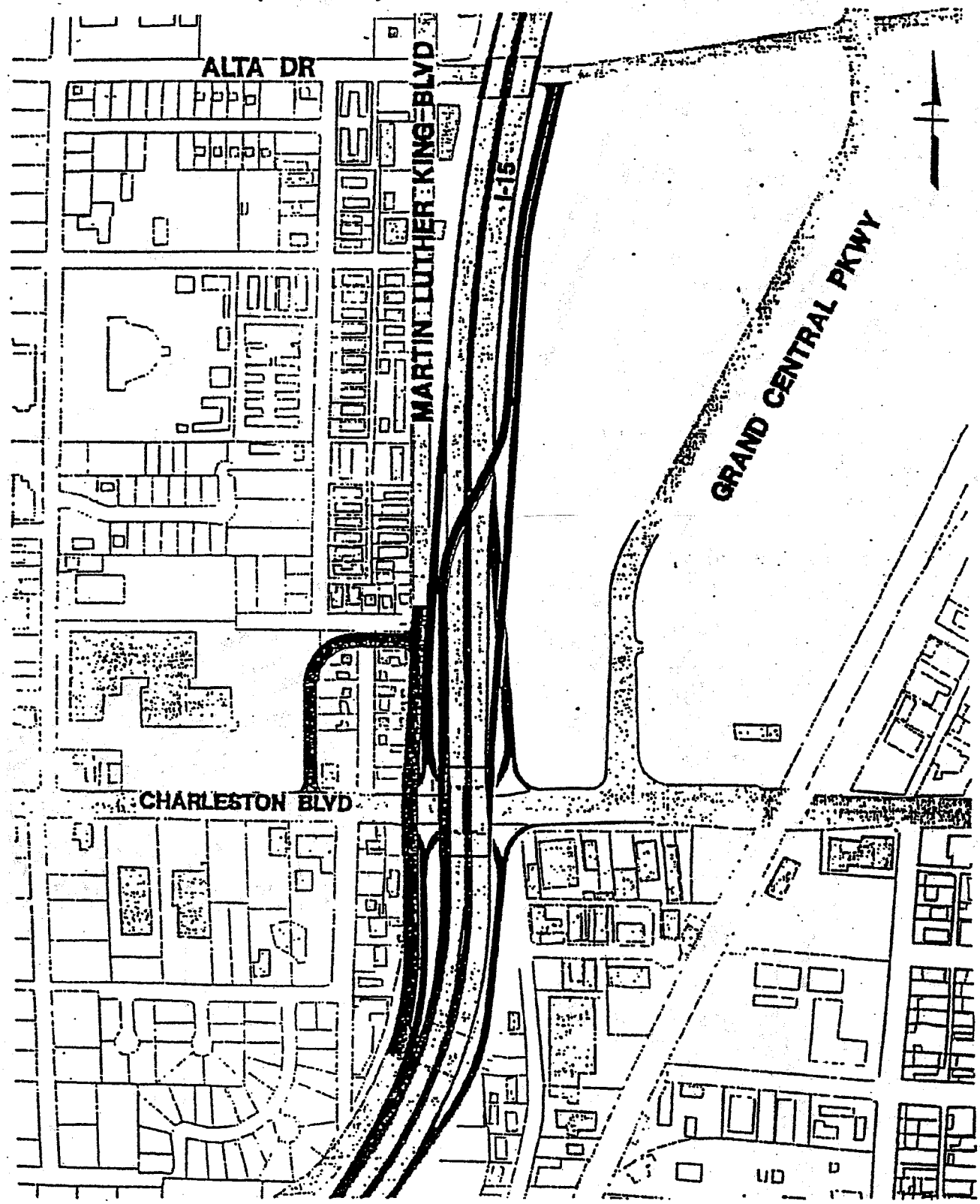
WITNESS my hand and official seal.

_____
Notary Public

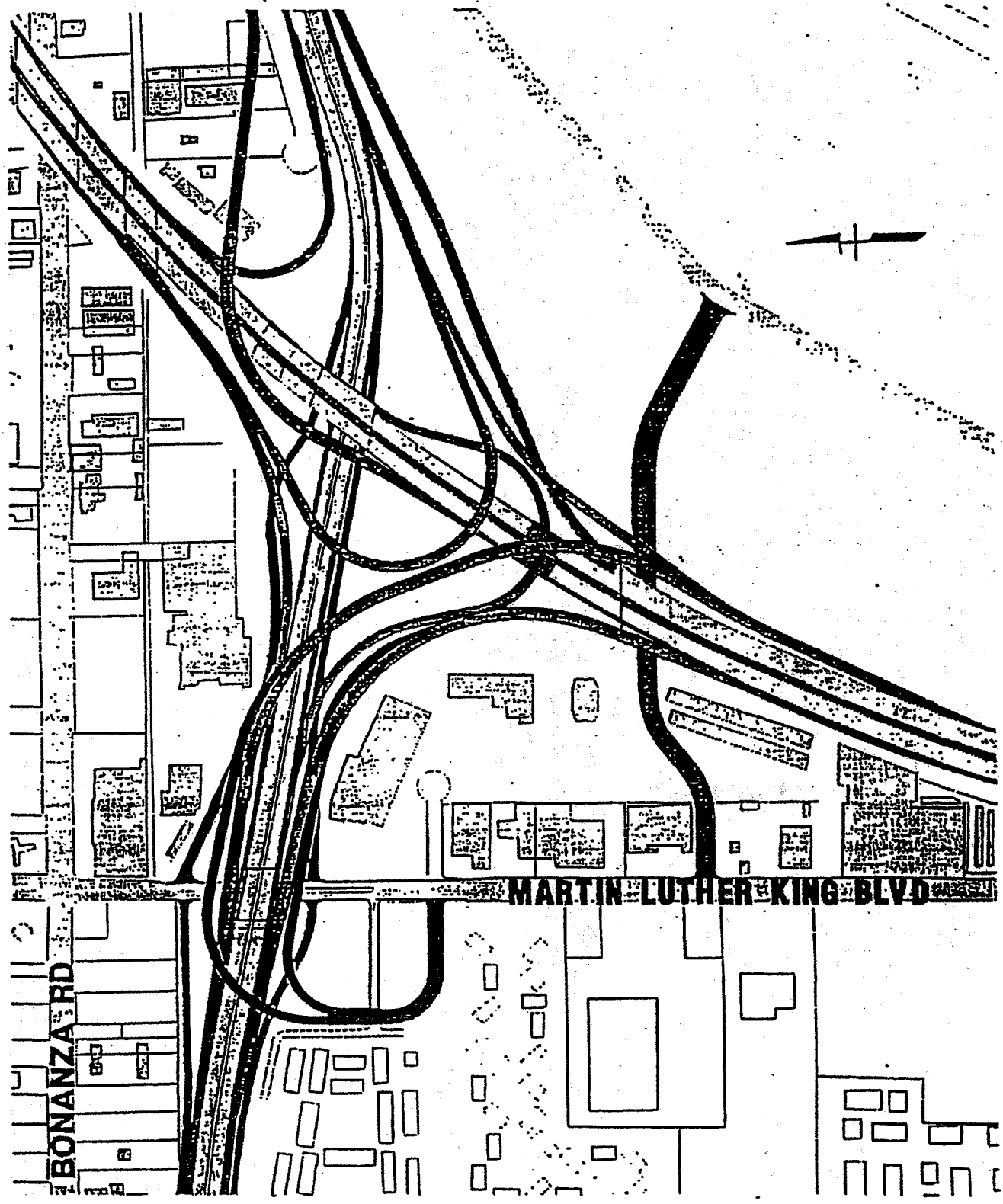
(SEAL)

EXHIBITS H-1, H-2 and H-3

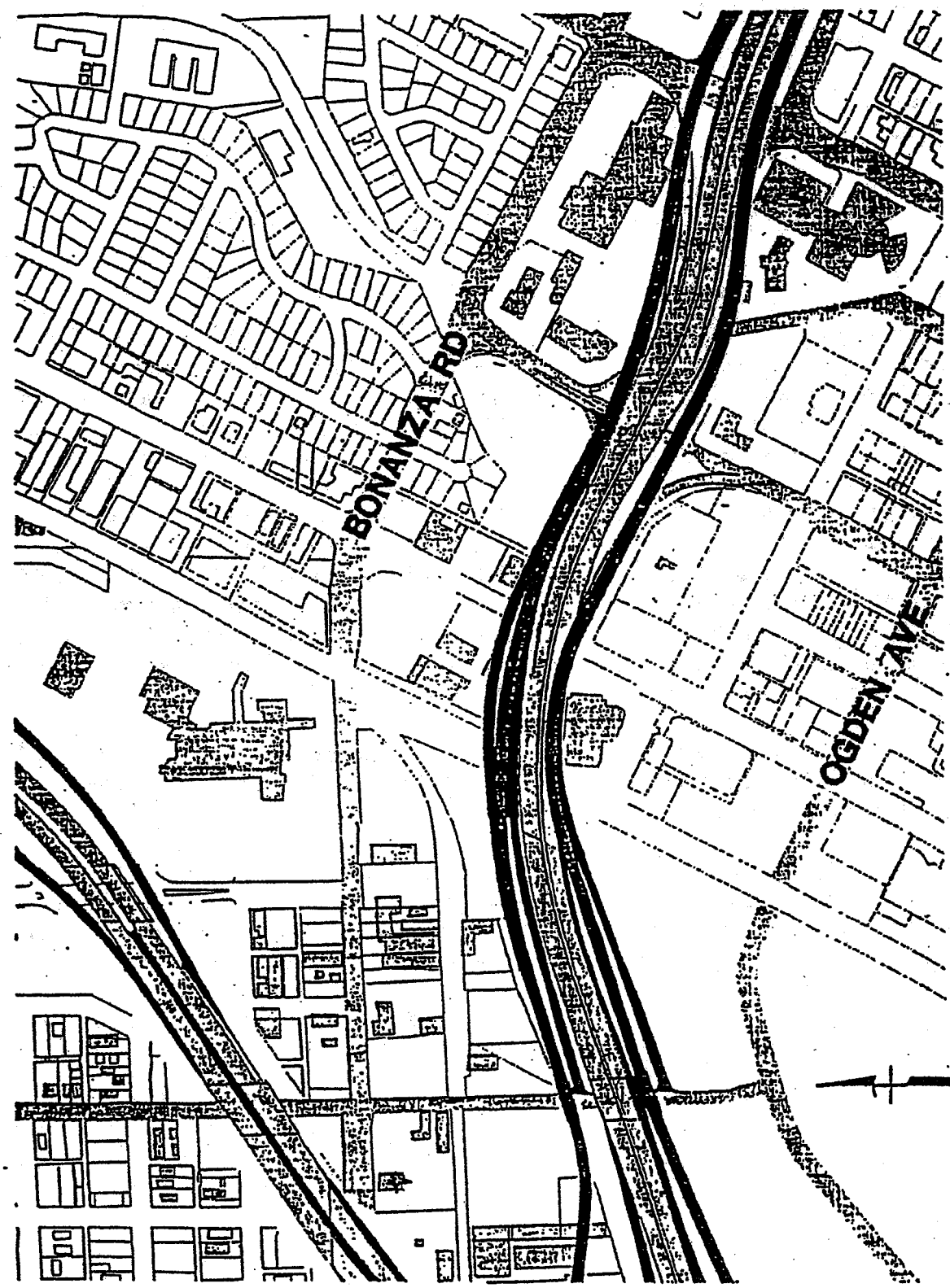
ALTERNATIVE 6 (REFINED) - I-15 / CHARLESTON BOULEVARD



ALTERNATIVE 6 (REFINED) - CORE INTERCHANGE



ALTERNATIVE 6 (REFINED) - EAST LEG



Original

Assessor's Parcel No: 139-34-110-001

Recording Requested By and
When Recorded Return to:
Las Vegas City Attorney
400 Stewart
Las Vegas, NV 89101

AMENDED AND RESTATED MEMORANDUM OF RIGHTS

THIS AMENDED AND RESTATED MEMORANDUM OF RIGHTS is made this 18th day of December, 2000, by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (successor through merger to Union Pacific Railroad Company, a Utah corporation), whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UP"), for the purpose of evidencing of record that UP acknowledges the termination of certain obligations under that certain Purchase and Sale Agreement and Escrow Instructions between Union Pacific Railroad Company, a Utah corporation, and NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP, dated October 21, 1996 (the "Purchase and Sale Agreement"). This Memorandum amends and restates that certain Memorandum of Rights by and between Union Pacific Railroad Company, a Utah corporation, and PLY STADIUM PARTNERS recorded November 18, 1996 as Document 00285 of Book 961118 and re-recorded December 2, 1996 as Document 01377 in Book 961202 of the Official Records of the County Recorder of Clark County, Nevada (the "1996 Memorandum"). Capitalized terms used herein shall have the same meanings as capitalized terms in the Purchase and Sale Agreement.

1. The provisions of the Purchase and Sale Agreement relating to Transfer Proceeds and the Stadium Bonus, referred to under items (1) and (2) of the 1996 Memorandum, shall terminate and no longer be in force or effect.

2. This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Purchase and Sale Agreement except as expressly set forth herein, and in the event of any conflict between this Memorandum and the Purchase and Sale Agreement, except as set forth in Paragraph 1 above, the Purchase and Sale Agreement shall control.

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

By: _____

Name: R.D. UHRICH

Title: Assistant Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18th day of December, 2000, personally appeared before me, a notary public, R.D. UHRICH, Assistant Vice President of Union Pacific Railroad Company, a Delaware corporation, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that (s/he) executed the instrument.

GENERAL NOTARY-State of Nebraska
D. H. LIGHTWINE
My Comm. Exp. April 21, 2004

Notary Public

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
LAWYERS TITLE OF NEVADA
12-29-2000 14:03 DED 2
BOOK: 20001229 INST: 03127
FEE: 8.00 RPTT: .00
RM MISCELLANEOUS
CONFORMED COPY-HAS NOT BEEN COMPARED TO THE ORIGINAL

Original

ESTOPPEL CERTIFICATE

Union Pacific Railroad Company, a Delaware company ("UP"), hereby certifies to the City of Las Vegas, a Nevada municipal corporation ("City"), as of the date hereof, as follows:

1. UP is successor though merger to Union Pacific Railroad Company, a Utah corporation, the grantor of the Grant Bargain and Sale Deed from UP to Nevada Stadium Partners Limited Partnership dated November 12, 1996 and recorded as instrument 00284 in Book 961118 of the Official Records of Clark County Recorder (the "Deed").

2. The Deed has not been modified, changed, altered or amended by UP in any respect.

3. The Deed has not been canceled or terminated by UP and, to the actual knowledge of UP, without duty of inquiry or investigation, is in full force and effect in accordance with its terms.

4. UP acknowledges that the City is relying upon this Certificate in determining to acquire the real property subject to the Deed and that it would not acquire the property without UP making the acknowledgments set forth herein.

Dated this 18th day of December, 2000.

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

By: _____

Name: R.D. UHRICH

Title: Assistant Vice President

Original

Assessor's Parcel No: 139-34-110-001

Recording Requested By and
When Recorded Return to:
Las Vegas City Attorney
400 Stewart
Las Vegas, NV 89101

TERMINATION OF MEMORANDUM OF
REPURCHASE OPTION

THIS TERMINATION OF MEMORANDUM OF REPURCHASE OPTION is made this 18th day of December, 2000, by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (successor through merger to Union Pacific Railroad Company, a Utah corporation), whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UP") for the purpose of terminating, canceling and removing of record the Memorandum of Repurchase Option by and between Union Pacific Railroad Company, a Utah corporation, and PLY STADIUM PARTNERS recorded November 18, 1996 as Document 00286 of Book 961118 and re-recorded December 2, 1996 as Document 01378 in Book 961202 of the Official Records of the County Recorder of Clark County, Nevada.

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

By: _____
Name: R.D. UHRICH
Title: Assistant Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18th day of December, 2000, personally appeared before me, a notary public, R.D. UHRICH, Assistant Vice President of Union Pacific Railroad Company, a Delaware corporation, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that (s/he) executed the instrument.

GENERAL NOTARY-State of Nebraska
D. H. LIGHTWINE
My Comm. Exp. April 21, 2004

_____
Notary Public

PROJECT ENVIRONMENTAL MANAGEMENT AGREEMENT

Definitions

Capitalized Terms. Unless otherwise defined below, all capitalized terms used in this **Exhibit "I"** have the meanings ascribed to such terms in the Agreement to which this **Exhibit I** is attached.

"Activity and Use Limitations" means restrictions, limitations, or improvements required or recommended by Applicable Environmental Guidance (such as institutional or Engineering Controls or restrictions of activities that could interfere with the effectiveness of a cleanup remedy approved by NDEP) that (i) impact the use, access, construction, or operation of a site or facility, and (ii) are intended to eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Site.

"**Agreement**" means the Disposition and Development Agreement, dated June 15, 2011 between CPV and Developer.

"**Applicable Environmental Guidance**" means all applicable Environmental Laws, the Soil and Groundwater Management Plan, and the Risk Assessment.

"**CEM Contract**" means the contract described in **Section 4** hereof.

"**CPV 2006 Memo**" means the memorandum dated August 31, 2006 from CPV to UPRR relating to UPRR Obligations attached as **Attachment I-1** to this **Exhibit I**. The CPV 2006 Memo also includes any agreement or other resolution of litigation, arbitration or mediation between UPRR and CPV or CPV Affiliate that amends, revises or supersedes the CPV 2006 Memo.

"**CPV Cost Cap**" means the amount up to but not exceeding $2,400,000 and which amount shall be the limit of CPV Obligations.

"**CPV Obligation(s)**" means those obligations described in **Section 5** hereof.

"**Clean Soil**" means soil excavated from the Site that does not contain Hazardous Substances in concentrations requiring treatment or disposal pursuant to the Soil and Groundwater Management Plan.

"**Commencement of Construction**" means any work performed by Developer on a Parcel pursuant to a building permit issued by the City of Las Vegas.

"**Contaminated Soil**" means soil excavated by or at the direction of Developer from the Site that contains Hazardous Substances in concentrations requiring treatment or disposal pursuant to the Soil and Groundwater Management Plan.

"**Deed Covenants**" means obligations of UPRR set forth in the deed from UPRR to Nevada Stadium Partners Limited Partnership, a Delaware Limited Partnership, a copy of which is attached as **Attachment I-2** to this **Exhibit I.**

"**Developer Obligations**" means the obligations of Developer set forth in **Section 3** below.

"**Effective Date**" has the definition used in the Agreement for the same term.

"**Engineering Controls**" mean barriers, caps, liners, ventilation systems or other devices engineered to control or impede dermal contact, inhalation or ingestion by humans of chemicals in soils, water and other media above and below grade surface.

"**Environmental Condition**" means (a) a Release or threat of a Release of any Hazardous Substances affecting the Site for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Site that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Site which results in or forms the basis for a claim by any Government Authority or citizen or citizen group for compliance, injunctive relief, damages (including without limitation natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"Environmental Disclosure Documents" means those documents, data, and reports evidencing the condition of the Site that are listed on **Attachment I-3** to this **Exhibit I.**

"**Environmental Laws**" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substance.

"**Environmental Manager**" means a person having been certified by the NDEP as an "Environmental Manager" pursuant to Nevada Administrative Code Chapter 459.

"**Environmental Permits**" means all necessary federal, state, and local permits or other approvals relating to the handling, treatment, or disposal of Hazardous Substances in connection with the Project.

"**Excess Remediation Costs**" means those costs defined as such in Section 2.3(a)(iii) of the Ply Stadium Agreement.

"**Government Authority**" means the government of the United States of America and any political subdivision thereof, state and local governments and any agency, authority, regulatory body, court, or other entity exercising or having the functions of government.

"**Hazardous Substances**" or "**Hazardous Substance**" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release, threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Government Authority or Environmental Laws; or (c) a basis for liability to any Government Authority or third party under any regulatory, statutory or common law theory.

"**Known Hazardous Substances**" means chemicals associated with diesel fuel, gasoline, solvents, total petroleum hydrocarbons, tetrachloroethylene, perchloroethylene, polyaromatic hydrocarbons, semi- and volatile organic compounds, lead, methyl ethyl ketone, trimethylbenzene, naphthalene, polychlorinated biphenyls, and arsenic, all of which are identified in the Environmental Disclosure Documents as chemicals of concern, and any other Hazardous Substances disclosed in the Environmental Disclosure Documents.

"**NDEP**" means the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection.

"**NDEP Letter**" means the letter dated September 10, 1991 from NDEP to UPRR, attached as **Attachment I-4** to this **Exhibit I**.

"**Occupancy Certificate**" means a certificate or other equivalent approval by the City allowing initial occupancy by people within any enclosed structure to be constructed by Developer on the Site.

"**PEMA**" means this Project Environmental Management Agreement, **Exhibit I** to the Agreement.

"**PLL Policy**" means an insurance policy in the nature of an environmental liability policy containing terms and conditions acceptable to Developer, except that, to the extent available from the insurance market, the term shall not be less than three (3) years nor more than (10) ten years, each of the coverages shall not be more than $10 million per occurrence, and CPV and the City of Las Vegas shall be named as additional insured parties on Developer's policy.

"**Ply Stadium Agreement**" means the October 21, 1996, Purchase and Sale Agreement between Ply Stadium Partners, Inc. and UPRR, a copy of which is attached as **Attachment I-5** to this **Exhibit I**.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances

into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances.

"**Risk Assessment**" means a health risk assessment prepared by a well-qualified Environmental Manager or PhD environmental professional acceptable to both Parties that for all Known Hazardous Substances (a) identifies exposure pathways and exposure parameters to derive health-based soil and groundwater screening levels based on reasonable maximum exposure parameters, (b) establishes soil and groundwater screening levels that represent chemical concentrations that would not result in adverse health effects under the assumed future land use of the Site, (c) identifies potential exposures during construction as a component of the analysis, (d) analyzes and recommends alternative Activity and Use Limitations that will maintain protection of public health and the environment in the most cost-effective manner to minimize overall costs, and (e) supersedes and replaces the Converse Consultants' September 24, 2002, Risk-Based Evaluation performed for CPV Parkway IV & V but only as to the Site. In recommending Activity and Use Limitations as provided in (d) above, the Risk Assessment shall contain a thorough cost analysis and discussion for each practicable alternative Activity and Use Limitation to minimize Site development costs and reimbursement charges against the CPV Cost Cap.

"**Soil and Groundwater Management Plan**" means a plan prepared by the Environmental Manager under the CEM Contract and approved by NDEP for handling Hazardous Substances in soil and groundwater encountered during and after construction of the Project and that contains the minimum requirements set forth at **Section 4(b)**, which plan shall be based upon the existing plan prepared by Kleinfelder dated March 21, 2007.

"**UPRR**" means Union Pacific Railroad of Omaha, Nebraska, the party identified by NDEP as the generator of and the responsible party for the Known Hazardous Substances pursuant to the NDEP Letter.

"**UPRR Obligations**" means the obligations of UPRR set forth in the Deed Covenants and NDEP Letter, as may be superseded in any approval by NDEP of the Soil and Groundwater Management Plan.

Environmental Conditions

1. Survival. The provisions, terms, covenants and conditions of this **Exhibit "I"** to the Agreement shall survive the termination of the Agreement and the Close of Escrow, and shall not merge by operation of law or otherwise into any deed or conveyance of the Site.

2. Developer Acknowledgments. Developer acknowledges receipt of the Environmental Disclosure Documents and agrees that CPV has made no representation regarding the matters set forth therein. Developer further acknowledges that the Environmental Disclosure Documents disclose and describe Hazardous Substances in soil and groundwater within and surrounding the Site.

3. Developer Obligations. Developer shall design, construct, and operate the Project in conformance with Applicable Environmental Guidance, and, except as expressly provided in

this PEMA, all such design, construction, and operation shall be at Developer's sole cost and expense. Without limiting the foregoing, Developer, and not CPV, shall be responsible at its cost and expense, to do and perform each of the following consistent with Applicable Environmental Guidance and any design requirements for the Project:

a. Obtain the Risk Assessment, which Risk Assessment shall be completed not less than 90 days before Commencement of Construction of the Project;

b. Excavating all soils on the Site as required for the construction of the Project;

c. Transporting Contaminated Soil excavated from the Site by or at the direction of Developer and stockpiling the same by the following depth intervals: 0 to 2.5 feet, 2.5 to 7.5 feet, and 7.5 feet and deeper, unless construction methods prevent practicable stockpiling by depth (e.g., trenching) or an agreement or other resolution of existing litigation between UPRR and CPV renders stockpiling by depth unnecessary for any purpose. Developer shall not stockpile any Contaminated Soil on the Site or at other locations within Symphony Park;

d. Operating and maintaining, after issuance of the Occupancy Certificate as to any structure within the Project, any Activity and Use Limitations relating to such structure, including, without limitation, a passive vapor barrier beneath any enclosed habitable structure on the Site;

e. Handling, storing, transporting, re-using or disposing of all Clean Soil;

f. After issuance of the Occupancy Certificate as to any structure within the Project, permitting, sampling, characterizing, analyzing, remediating, cleaning up, treating, abating, storing, monitoring and disposing of, to the extent required by Applicable Environmental Guidance: (x) Contaminated Soil excavated by Developer in connection with such structure; and (y) Hazardous Substances on or within or migrating from or to the surface soils or water, subsurface soils, soil gas, or groundwater of, within, on or under such structure or otherwise diverted or excavated by Developer in connection therewith;

g. To the extent necessary in Developer's sole judgment and discretion to satisfy construction design requirements within and for the Project, replacing and recompacting Clean Soil or formerly Contaminated Soil that is remediated to levels where such soil can be re-used pursuant the Soil and Groundwater Management Plan on the Site for the Project;

h. Paying for that portion of off-site disposal costs attributable to formerly Contaminated Soil that is remediated to levels where such soil could have been re-used on the Site pursuant to the Soil and Groundwater Management Plan;

i. The treatment and disposal, in compliance with Applicable Environmental Guidance, of any groundwater contaminated with Hazardous Substances that is diverted from or in connection with any structure within the Project after and for which an Occupancy Certificate is issued for that structure;

j. Using commercially reasonable efforts to comply with the CPV 2006 Memo; and

k. Materially complying with Applicable Environmental Guidance in connection with the development of the Project.

Subject to **Section 9** hereof, Developer shall be solely responsible for all costs necessary to comply with Applicable Environmental Guidance relating to Hazardous Substances within or affecting the Site.

4. CEM Contract. Developer shall promptly enter into a contract on terms and conditions acceptable to CPV and Developer that requires the Environmental Manager to perform promptly the work described below (the "**CEM Contract**"). Developer shall be exclusively responsible for all CEM Contract costs; provided however, subject to **Section 9** hereof, CPV shall reimburse Developer from the CPV Cost Cap for all CEM Contract costs relating to any given structure within the Project incurred prior to issuance of an Occupancy Certificate for such structure. Developer shall be exclusively responsible for all CEM Contract costs incurred in connection with the performance of all work under the CEM Contract relating to any given structure within the Project after issuance of an Occupancy Certificate for such structure. At a minimum, the CEM Contract shall contain the following terms and conditions:

(a) Upon issuance of an Occupancy Certificate for a given structure within the Project, the CEM Contract shall terminate as to that structure, and the Environmental Manager shall make a duplicate set of all records, data, and reports generated by the Environmental Manager in connection with CEM Contract work relating to such structure available to the Parties;

(b) On or before sixty (60) days after the Effective Date, the Environmental Manager shall submit to CPV and Developer for approval, and after obtaining their approval, promptly submit to NDEP the Soil and Groundwater Management Plan that at a minimum, and not by way of limitation, covers the following matters:

(i) Procedures for the Environmental Manager to test for Hazardous Substances in all excavated soils and any groundwater encountered before and during construction of the Project with reference to Hazardous Substances screening levels set by the Risk Assessment;

(ii) The location of, and any measures necessary for the protection of human health and the environment associated with stockpiles of soil excavated from the Site in connection with the Project (y) that NDEP or other Government Authority will approve for use as fill for the Project, or (z) containing concentrations of Hazardous Substances exceeding that allowed by NDEP to be used as fill for the Project;

(iii) The Environmental Permits and the responsibility therefor, including, but not limited to, Clark County Department of Air Quality Management dust permitting, NDEP/federal storm water discharge permits, NDEP/federal point source discharge

permits, and any Nevada Department of Conservation and Natural Resources – Division of Water Resources well construction and water appropriation permits;

(iv) The method and timing of progress reports and of reporting the discovery of Hazardous Substances encountered during construction that do not constitute Known Hazardous Substances previously reported to NDEP; and

(v) Technology and the construction of any facilities to be used for on-site treatment and disposal of soil or groundwater, if any, containing or found to contain Hazardous Substances;

(c) Obtain on behalf of and in the name of CPV or Developer all necessary Environmental Permits for the Project, except that any Environmental Permits related to off-Site transportation or disposal of Contaminated Soil, groundwater, or any other media impacted by Hazardous Substances shall identify UPRR as the generator of the same and, to the extent practicable, shall be issued in the name of UPRR;

(d) Oversee the testing, storage, handling, treatment, and transportation of any Hazardous Substances encountered during construction of the Project and any measures necessary for the protection of human health and the environment;

(e) Deliver to CPV and Developer at the conclusion of the Project construction all records relating to any facility constructed to treat soil or groundwater contamination, including applicable Environmental Permits;

(f) Coordinate with UPRR the discharge of the UPRR Obligations. The Environmental Manager shall regularly report in writing to the Parties a summary of matters relating to the handling, storage, treatment, and disposal of Hazardous Substances encountered within or emanating from the Site, including a written report of UPRR's discharge of UPRR Obligations;

(g) To the extent any dispute arises with UPRR regarding UPRR Obligations, the Environmental Manager shall immediately report such dispute in writing to the Parties; and

(h) Ongoing soil and groundwater monitoring, sampling, testing, and reporting as may be required by Applicable Environmental Guidance.

5. CPV Obligations. Subject to and as limited by the CPV Cost Cap and **Section 9** below, CPV, and not Developer, shall be responsible in connection with development of Parcels A-2, J, K, and B, to pay, on a structure by structure basis until issuance of Occupancy Certificates for such structures (meaning that CPV Obligations with respect to any given structure shall terminate on a structure by structure basis as to and when the Occupancy Certificate is issued for such structure), all costs of each of the following:

(a) Sampling, characterizing, analyzing, remediating, cleaning up, treating, abating, storing, monitoring and disposing of, to the extent required by Applicable Environmental Guidance: (x) Contaminated Soil excavated by Developer; (y) groundwater and

other media diverted, recovered, dewatered or excavated by Developer that contains Hazardous Substances; (z) Hazardous Substances on or within or migrating from or to the surface soils or water, subsurface soils or soil gas or groundwater of, diverted or excavated by Developer;

(b) Reimbursing Developer for CEM Contract costs as required pursuant to **Section 4** above;

(c) Making commercially reasonable efforts to require UPRR to complete the UPRR Obligations in connection with the construction of the Project. To the extent UPRR performs any UPRR Obligations that would otherwise be Developer Obligations, the CPV Cost Cap shall be reduced by the reasonable value of any such performance. To the extent UPRR fails to discharge promptly any UPRR Obligations, Developer shall be responsible for performing the UPRR Obligations, in which case CPV shall reimburse Developer from the CPV Cost Cap the out of pocket costs of such Developer actions. Costs incurred by CPV in requiring or attempting to require UPRR to complete the UPRR Obligations shall not be charged against the CPV Cost Cap. In CPV's sole discretion, CPV may seek reimbursement from UPRR for any or all costs incurred by CPV under this subsection. The CPV Cost Cap shall not be replenished by any amounts UPRR pays to CPV as a resolution of any such action.

(d) If Developer in its sole judgment and discretion obtains a PLL Policy, reimbursing Developer from the CPV Cost Cap for a pro-rata portion of the cost of the premium paid by Developer for such PLL Policy to be calculated by dividing the number of months from the Commencement of Construction on the Parcel covered by the PLL Policy to the issuance of the Occupancy Certificate(s) for such Parcel, on the one hand, by the number of months covered by the term of the PLL Policy, on the other hand. In event that the PLL Policy covers as insured property more than one Parcel within the Project, then CPV's premium reimbursement obligation shall be further pro-rated by dividing the ground surface area of each Parcel on which construction commenced by the total ground surface area of the Parcels insured by the PLL Policy. As an example and for illustration purposes only, if the PLL Policy premium were $100,000 for 60 months, covered three 500,000 square foot Parcels, and had construction periods of 24 months on each Parcel, then CPV's pro rata portion of the premium would be $13,200 per Parcel (24/60 = .40 x $100,000 = $40,000 and 500,000/1,500,000 = .33 x $40,000 = $13,200).

Notwithstanding anything to the contrary in this PEMA, CPV shall not be responsible for any costs Developer would incur in the absence of the presence of Hazardous Substances in soil, groundwater, or other media at the Site.

6. Stockpile Area. Developer shall select a location for Developer's temporary off-Site stockpiling soils excavated from the Site. The Parties agree and acknowledge that the costs associated with handling, transporting, stockpiling, and characterizing Contaminated Soil wherever they are transported may be charged against the CPV Cost Cap. Unless a longer period is agreed to in writing by CPV, Developer shall remove and dispose of all soil stockpiled on CPV or CPV Affiliate property within ninety (90) days of any such soil being delivered to the temporary stockpile site.

7. UPRR Claim.

(a) Notwithstanding the prior issuance of any Occupancy Certificate, in the event UPRR makes any written Excess Remediation Costs claim relating to the Project or Site ("**UPRR Claim**"), Developer and CPV shall notify in writing the other of any UPRR Claim not more than 10 days after receiving written notice of the UPRR Claim.

(b) In submitting to UPRR the notice and information required in the CPV 2006 Memo, Developer or CPV shall instruct UPRR to provide any UPRR Claim notices to both Developer and CPV.

(c) In the event of a UPRR Claim, if and to the extent the CPV Cost Cap has not yet been exhausted, Developer shall promptly (i) notify CPV that Developer will not contest the UPRR Claim, in which case CPV shall either (y) timely pay UPRR the requested reimbursement and charge the reimbursement against the CPV Cost Cap, or (z) contest the UPRR Claim, or (ii) notify UPRR and CPV in writing that any UPRR Claim or some portion thereof is disputed in good faith. In the event CPV contests a UPRR Claim under (i)(z) above, the amount charged against the CPV Cost Cap shall be (a) the amount of the UPRR Claim, or (b) the amount paid by CPV to UPRR in any resolution of such UPRR Claim together with CPV's fees and costs of contesting the matter, whichever amount is less. The maximum charge against the CPV Cost Cap resulting from any judgment or settlement of such proceeding shall not exceed the amount remaining in the CPV Cost Cap, and CPV shall be solely responsible for any amounts in excess of the original UPRR Claim. Developer shall be solely responsible for any Excess Remediation Costs after exhaustion of the CPV Cost Cap.

(d) Subject to any claim of attorney-client or work product privilege, Developer and CPV shall cooperate in good faith in communicating with each other and considering and analyzing any UPRR Claim. Promptly after receiving notice of a UPRR Claim, CPV and Developer shall provide to each other all information related to any UPRR Claim relied upon by, or in possession or control of, CPV and Developer.

(e) Subject to any claim of attorney-client or work product privilege, CPV and/or CPV Affiliate and Developer shall work cooperatively and in good faith to keep each other informed and involved in all communications and/or proceedings with or against UPRR relating to any disputed UPRR Claim.

8. Lis Pendens. In the event CPV contests a UPRR Claim pursuant to **Section 7** hereof, and such UPRR Claim results in the recording or filing by UPRR of a lien or lis pendens against the Site or any portion thereof, CPV shall, not more than 10 days after any such lien or lis pendens is recorded, remove such lien or lis pendens from encumbering the Site by bonding or otherwise and shall work to resolve immediately, finally and completely any litigation, arbitration, mediation, complaint, settlement, demand, claim or other action by UPRR for Excess Remediation Costs.

9. Termination. All CPV Obligations shall terminate upon (i) the exhaustion of the CPV Cost Cap, or (ii) the issuance of Occupancy Certificates for each structure planned within the Parcels comprising the Site (Parcels A-2, J, K, and B), whichever first occurs. Provided, however, that if the CPV Cost Cap has not yet been exhausted, CPV shall, notwithstanding the issuance of an Occupancy Certificate for any structure within the Project, be responsible for the

costs to dispose of or remediate Contaminated Soil excavated in connection with the construction of such structure prior to issuance of the Occupancy Certificate for such structure, but only to the extent of any remaining CPV Cost Cap. Costs eligible for reimbursement hereunder that are incurred but not billed prior to issuance of an Occupancy Certificate shall be reimbursed after such issuance if funds remain in the CPV Cost Cap.

10. Mutual Release. Each Party for itself and each Party's agents, representatives, successors, assigns, members, administrators, officers, directors, employees, and all other persons associated with each Party hereby irrevocably releases waives, remises, acquits and forever discharges all other Parties and each of their agents, representatives, successors, assigns, members, administrators, officers, directors, employees (**"Released Party"**) from any and all claims or potential claims, causes of action and any demands whatsoever, whether presently known or unknown, vested or contingent, in law or in equity, and for claims of any nature whatsoever, whether based on Environmental Laws or any other federal, state or local statute or ordinance, or based on a tort, contract, common law or other theory of recovery, for any liability, obligation, responsibility, loss, cost, claim, damage, order, judgment, decree, expense (including, without limitation, reasonable attorney and expert fees and disbursements, including court costs and costs of appeal), penalty or fine incurred in connection with, arising from or out of, or related to any Release of Hazardous Substances, any Environmental Condition, or any violation of Environmental Laws occurring on or within the Site prior to the Close of Escrow. Nothing in this Section or this Agreement shall be construed as a release or waiver of any claim, arising from a breach of any term, condition, covenant, representation or warranty contained in this Agreement, or against UPRR or any other party responsible for a Release of Hazardous Substances or any Environmental Condition affecting the Site, or any violation of Environmental Laws.

11. Limited Developer Indemnity Developer shall indemnify, hold harmless, and defend CPV, any CPV Affiliate, council members, mayor, employees, agents, officers, successors, and assigns (**"Indemnified Parties"**) of and from all losses or claims for personal injury, property damage, or natural resource damages (collectively **"Claim"**) arising out of any failure by Developer to design, construct, or operate the Project in conformance with Applicable Environmental Guidance from and after the Close of Escrow; provided, however, Developer's obligation under this Section does not cover any Claim arising from any negligent act or omission or any intentional misconduct of any of the Indemnified Parties.

12. Covenants Run With the Land. The Parties desire and agree that each of the rights and obligations set forth in this Exhibit I touch, concern and run with the land comprising the Site, benefiting and burdening the Parties' successors and assigns and all successor owners of the Property, and that the Declaration shall be drafted and recorded to give notice to third parties of such rights and obligations.

13. UPRR. Neither any provision of this Agreement nor this Agreement as a whole is an acknowledgement or admission by the Parties that CPV, any CPV Affiliate, the City, or Developer is responsible or obligated to UPRR for any UPRR Claim or otherwise, and UPRR is not intended to be, nor shall UPRR be construed to be, released from any liability or a third-party beneficiary of this Agreement or any provision hereof.

Attachment I-1
[CPV 2006 Memo]

CITY PARKWAY V, INC.

An Affiliate of the City of Las Vegas

August 31, 2006

Don Caldwell
Director Special Properties
150 North Santa Anita Ave., Suite 300
Arcadia, CA 91006

Dear Mr. Caldwell,

The Union Park project is moving toward the next phase of development; to install the infrastructure. Keep Memory Alive should also begin construction of the Lou Ruvo Alzheimer's center before the end of the year.

As discussed in our last meeting I have attached an outline of how we intend to handle contaminated soil and groundwater encountered during construction. I will forward to you a copy of the Environmental Management Plan when it is completed.

Sincerely,

Douglas A. Selby
President

Enclosed
Cc: Jim Levy
Christine Smith
Steve Houchens
Mark Vincent
Scott Adams
Rita Brandon

400 Stewart Avenue – Las Vegas, Nevada 89101 – Phone (702) 229-6551 – Fax (702) 385-3128

OUTLINE FOR SOIL AND GROUNDWATER CONTAMINATION HANDLING AT 61-ACRE SITE IN LAS VEGAS, NEVADA

1) Environmental Management Plan ("EMP")

   a) Site wide or project by project outline for how to identify and handle hazardous substances encountered during construction on site.
   b) Approved by NDEP in advance of excavation/construction
   c) Will contain, among other matters, criteria and recommendations for:
      i) Sampling frequency and scope (as may relate to existing and developing information at the site)
      ii) Procedures for identification of contaminated soils and groundwater
      iii) The reuse of certain soils containing low levels of hazardous substances encountered during construction on site
      iv) The location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles that NDEP will approve for use as fill at the site;
      v) The location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles containing concentrations of hazardous substances exceeding that allowed by NDEP to be used as fill for the project;
      vi) Identification of any necessary environmental permits for construction and operation of the site

2) Certified Environmental Manager

   a) Engaged by City or Newlands
   b) Responsible for, among other things:
      i) Preparing the EMP
      ii) Obtaining any necessary environmental permits for construction of the projects
      iii) Overseeing the testing, storage, handling, treatment, and transportation of any Hazardous Substances encountered during construction of the projects
      iv) Coordinating the discharge of UPRR environmental obligations at the site
      v) Preparing and filing any necessary environmental reports/tests with NDEP
      vi) Any required ongoing soil and groundwater monitoring, sampling, testing, and reporting

3) Pre-Construction Notice to UPRR

   a) Delivered in writing to the corporate headquarters of UPRR (to such persons as UPRR designates to receive the notice), as soon as practicable after the filing of any application for grading or building permits
   b) Will describe planned construction in detail, including
      i) Construction schedule, including anticipated hours of daily construction activities

ii) Grading plans submitted in connection with grading permit applications
iii) Construction plans submitted in connection with building permit applications
iv) Geotechnical reports and recommendations
v) The location of ingress and egress for UPRR activities on site
vi) The location of contaminated soil stockpiles for UPRR soil removal
vii) The location where UPRR shall, if requested, replace with clean soil the contaminated soil removed by UPRR

c) Will indicate that the person giving the notice is the successor owner (or the agent of the successor owner) of the relevant portion of the site
d) Will indicate that the notice is given to UPRR for the purpose of initiating UPRR's obligations pursuant to the Environmental Provisions of the Grant, Bargain, Sale deed from UPRR to Nevada Stadium Partners Limited Partnership and successors, dated November 12, 1996
e) Will provide contact information for the person sending the notice

4) Additional Notices to UPRR

a) If petroleum product in free or liquid phase is observed in thicknesses greater than ½ inch prior to or during construction activities on site, UPRR will be notified of such observations. The notice will include, at a minimum, the following information:
i) The observed location of the free or liquid phase product
ii) The method of discovery (groundwater well, open excavation, etc.)
iii) Lab analysis of the free or liquid phase product
iv) Status of construction activity on site
v) A representation that the person giving the notice is the successor owner (or the agent of the successor owner) of the relevant portion of the site
vi) An indication that the notice is given to UPRR for the purpose of initiating UPRR's obligations pursuant to the Environmental Provisions (subpart (b)) of the Grant, Bargain, Sale deed from UPRR to Nevada Stadium Partners Limited Partnership and successors, dated November 12, 1996
vii) Contact information for the person sending the notice

b) If heavy metals are observed in soil or groundwater on site, or heavy metals are observed in soil or groundwater emanating from the site, UPRR will be notified of such observations. The notice will include, at a minimum, the following information:
i) The observed location of the heavy metals
ii) A summary of the field work done to collect soil or groundwater samples contaminated with heavy metals
iii) Lab analysis of soil or groundwater contaminated with heavy metals
iv) Status of construction activity on site
v) A representation that the person giving the notice is the successor owner (or the agent of the successor owner) of the relevant portion of the site
vi) An indication that the notice is given to UPRR for the purpose of initiating UPRR's obligations pursuant to the Environmental Provisions (subpart (c)) of the Grant, Bargain, Sale deed from UPRR to Nevada Stadium Partners Limited Partnership and successors, dated November 12, 1996

vii) Contact information for the person sending the notice

5) Soil Stockpiling

a) Subject to NDEP EMP approval, soil excavated in the course of construction will be characterized as clean (non-detect for heavy metals or total petroleum hydrocarbon ("tph")), contaminated (greater than 100 ppm tph or greater than state action levels for heavy metals in soil), or contaminated/re-usable (having tph concentrations between 0 and 100 ppm or heavy metal concentrations between 0 and state action levels for soil)
b) Soil will be handled and stockpiled as required by the EMP
c) Contaminated/re-usable soils will be used throughout the site as appropriate
d) Contaminated soils will be stockpiled separately from clean or contaminated/re-usable soils

6) Stockpile Accounting

a) Contaminated soils will be stockpiled in one or more Contaminated soils stockpiles as directed by the City or Project Manager and as set forth in the approved EMP
b) The CEM will maintain a volumetric accounting of the following with respect to each Contaminated soil stockpile
   i) The location of the excavation (e.g., Block A, B, C, etc.)
   ii) The purpose for which the excavation was made:
      (1) compliance with geotechnical recommendations
      (2) footings/slab/elevator shaft
      (3) road/sidewalk bed
      (4) landscaping
      (5) utilities
      (6) basement/subgrade floors other than for parking
      (7) subsurface parking
         (a) for general public
         (b) not for general public
      (8) bowl of stadium on which sporting and other entertainment events will take place
         (a) above 7.5 feet below ground surface ("bgs")
         (b) below 7.5 feet bgs (together with an indication of whether NDEP required the excavation below 7.5 feet bgs as a result of contamination found above that depth)
         (c) within 500 feet of Bonneville (together with an indication of whether NDEP required the excavation because of contamination found outside the bowl of the stadium)
      (9) environmental risk assessment recommendations if applicable
c) The CEM will send a copy of the stockpile accounting to UPRR on a monthly basis

7) Groundwater Treatment

a) To the extent groundwater beneath the site has petroleum product in free or liquid phase in thicknesses greater than ½ inch, UPRR will be notified as set forth in Section 4(a)

above so that UPRR can remove and/or remediate in accordance with law all such petroleum product in free or liquid phase

b) To the extent groundwater on or emanating from the site is contaminated with heavy metals, UPRR will be notified as set forth in Section 4(b) above so that UPRR can clean up, correct, or otherwise remediate all such water in compliance with applicable law

Attachment I-2
[Deed Covenants]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP
16885 Dallas Parkway, 4th Floor
Dallas, Texas 75248
Attn: Paul A. Tanner

MAIL TAX STATEMENTS TO:

NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP
16885 Dallas Parkway, 4th Floor
Dallas, Texas 75248
Attn: Paul A. Tanner

(Space above line for Recorder's use only.)

GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, ("Grantor"), grants to NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantee"), all of its right, title, and interest, in and to that certain real property (the "Property") situated in the City of Las Vegas, County of Clark, State of Nevada, described in **Exhibit 1** attached hereto and incorporated by reference.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Grantor under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use thereof by Grantee, its successors or assigns.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;

B. All matters which would be revealed or disclosed by a physical inspection of the Property;

C. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and

D. Zoning ordinances and regulations and any other laws, ordinances, notices, orders and other governmental regulations and restrictions affecting the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect.

ENVIRONMENTAL PROVISIONS:

(a) Grantor hereby gives notice that portions of the Property are currently affected by contamination of the soil and groundwater. Therefore, Grantee (and its successors in title to the Property) should contact the State of Nevada Division of Environmental Protection (or its successor agency with jurisdiction to require clean up, correction, or other remediation of soil or groundwater contamination) prior to commencement of any building, construction or excavation activities on the Property in order to obtain information on past remediation or any necessary approvals for protective measures to be taken in conducting any such activities.

(b) Grantor (for itself and its successors and assigns) hereby covenants and agrees, for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to petroleum hydrocarbon contamination existing as of the date of this deed, Grantor shall (i) replace with clean soil and dispose of in accordance with law all soils on the Property excavated in the course of construction activity which contain total petroleum hydrocarbon levels in excess of one hundred (100) milligrams per kilogram, and (ii) remove and/or remediate in accordance with law any petroleum product in free or liquid phase that is present on or in the groundwater under the Property in an amount of excess of one-half inch (½") in depth.

(c) Grantor (for itself and its successors and assigns) hereby covenants and agrees for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to heavy metals contamination existing as of the date of this deed, Grantor shall clean up, correct, or otherwise remediate all soils and waters located on or emanating from the Property from any contamination by heavy metals, including lead to a level of no more than 1400 milligrams per kilogram, to standards and in accordance with procedures now or in the future set by the governmental agency or agencies having jurisdiction over the establishment of such standards.

(d) The foregoing covenants and agreements are in addition to, and not in limitation of, any other environmental contamination or other obligations or liabilities of Grantor or Grantee regarding the Property existing by virtue of express contract (including, without limitation, that certain Purchase and Sale Agreement and Escrow Instructions dated October 21, 1996, by and between Grantor and Grantee, identified in the records of Grantor as Document No. 1-1329-29, as amended by Amendment to Purchase and Sale Agreement dated October 30, 1996), or under applicable governmental laws, statutes, rules, regulations, ordinances or orders. No authority or power of any sort of the State of Nevada or obligation of Grantor to complete off-site remediation is waived or in any way affected by this provision.

LANDSCAPING COVENANT:

The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Grantor's Parkway Center ownership. Until such time as all of the Property is developed and landscaping in connection therewith is installed, Grantee agrees that Grantor may continue to maintain such landscaping and to operate the irrigation equipment, and that Grantee shall reimburse Grantor for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Grantee may eliminate such irrigation facilities, provided that it does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. If Grantee transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

PARTICIPATION IN STAGE TWO IMPROVEMENTS:

(a) Grantee acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

(i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on **Exhibit 2**;

(ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on **Exhibit 3**;

(iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on **Exhibit 4**.

(b) If requested by Grantor or the City of Las Vegas, Grantee agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Grantor and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Grantee agrees that Grantee's share (including Grantee's contribution required by any governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Grantor and the City of Las Vegas. If Grantee is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Grantee shall reimburse Grantor and other property owners, on a proportionate basis, to the extent of Grantee's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Grantee pursuant to the foregoing shall be Three Million Dollars ($3,000,000.00) in the aggregate.

All covenants described above are intended to be running covenants, burdening and benefiting the parties' successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant, Bargain and Sale Deed as of November 12, 1996.

Attest:

R. C. Ingram (Seal)
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: R. A. Hurd
Its: Assistant Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On November 12, 1996, before me, a Notary Public in and for said County and State, personally appeared R. D. Uhrich and R. C. INGRAM, Assistant Vice President and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Milli M. Scheer
Notary Public

(SEAL)
GENERAL NOTARY-State of Nebraska
MILLI M. SCHEER
My Comm. Exp. August 17, 1997

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Attachment I-3
[Environmental Disclosure Documents]

Symphony Park Environmental Disclosure Documents

Electronic Documents on Two Compact Discs

Identifier	Title/Text Reference
01	Remedial Action Plan

DamesMooreReports

FinalReport.TIF
Off-Site Evaluation 09-29-1998 Appendices A-H.TIF
SummaryReportPhaseI&II Site Characterization 11-11-1987.TIF

Site Characterization Investigation and Recommended Remedial Action Plan, July 29, 1989
-Appendices

Appendices.tif,
Appendix A - Summary of Buried Disposal Area Investigation.tif
Appendix B - Investigative Procedures.tif
Appendix C - Chain-of-Custody Records.tif
Appendix D - Field and Laboratory QA&QC Program.tif
Appendix E - Health and Safety Plan.tif
Appendix F - Regional Geology and Hydrogeology.tif
Appendix G - Exploratory Boring Logs.tif
Appendix H - Soil and Hydrogeoloic Conditions By Area.tif
Appendix I - Gauging Data and Hydrographs.tif
Appendix J - Soil Laboratory Data Reports.tif
Appendix K - Ground-Water Laboratory Data Reports.tif
Appendix L - Maps of Approx Dist of Soils Containing PH.tif
Appendix M - Observed Versus Actual Thickness of Liquid Hydrocarbon.tif
Appendix N - Liquid Hydrocarbon Volume Estimates.tif
Appendix O - Air Quality Monitoring Report.tif
Appendix P - Report of Industrial Hygiene Evaluation.tif
Appendix Q - Desert Research Institute Report.tif
Appendix R - Health Risk Assessment.tif
Appendix S - USPCI Report of Oil Recovery Operations.tif
OIL RECOVERY SYSTEM.TIF

-1) Table of Contents and Executive Summary.tif
- Sect 1 Introduction.tif
- Sect 2 Purpose & Scope.tif
- Sect 3 Site Background.tif
- Sect 4 Hydrocarbon Contamination.tif
- Sect 5 Lead Contamination.tif
- Sect 6 Assessment of Potential Mobility and Fate of Contaminants.tif
- Sect 7 Health Risk Assessment.tif
- Sect 8 Site Remediation Criteria.tif
- Sect 9 Recommended Remedial Action.tif
PLATE 01.TIF, PLATE 02.TIF, PLATE 03.TIF, PLATE 04.TIF, PLATE 05.TIF, PLATE 06.TIF, PLATE 07.TIF, PLATE 08.TIF, PLATE 09.TIF, PLATE 10.TIF, PLATE 11.TIF, PLATE 12.TIF, PLATE 13.TIF, PLATE 14.TIF

01) Final Remedial Action Plan 06-5-1992.pdf
02) Addendum I to RAP 08-18-1992.pdf
03) Request For Final Closure 10-06-1997.pdf
04) Depart of the Army Letter 12-09-2003.pdf
05) Interim Closure Report of Rem Action 09-27-93.pdf
06) NDEP Letter 03-26-1998.pdf
07) NDEP Remediation Requirements Sept 10, 1991.pdf
08) Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf

09) Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf

02 Plystadium Agreement
- 01) Plystadium Agreement.pdf
- 02) Amended and Restated Mem of Rights.pdf
- 03) Estoppel Certificate.pdf
- 04) Termination of Mem of Repurchase Option.pdf
- 05) Trusetee's Deed - Lehman to PAMI.pdf
- 06) GBSD UPRR Ply Stadium.pdf

03 Pollution Legal Liability Select
- Pollution Insurance PLS 8194919.pdf

04 Environmental Risk Management – Converse Consultant, August 23, 2000
- 01) Environmental Risk Management 08-23-2000.pdf
- 02) Risk-Based Evaluation 09-24-2002.pdf
- 03) Hydrocarbon Free Product Plumes Map.pdf
- 04) Soil Impact Map.pdf
- 05) Kleinfelder Extension Proposal – 03-23-2010.pdf

05 Trenching Exercise – Converse Consultants.pdf, Sept 11, 2002

06 Terracon Phase I & Phase II Environmental Site Assessment.pdf – March 26, 2003 & April 2, 2003
- Exhibit 12 - Terracon Phase I & II Environmental Site Assessment.pdf
- Phaselexec.pdf
- PhaseIIexec.pdf

07 Preliminary Geotechnical Studies – Converse Consultants
- Northern Prelim. Geotech.pdf
- Southern Prelim. Geotech.pdf

08 Groundwater Monitoring Reports
- 2nd Half 2005 Groundwater Report
  - Cover 2nd Half 2005 Groundwater Report.tif; DOC060509-003.tif; DOC060509-004.tif; DOC060509.pdf; DOC060509.tif; DOC060509a.tif; DOC060509b.tif; DOC060509c.tif; DOC060509d.tif; DOC060509e.tif; DOC060509f.tif
- Abandoned Wells July 2004
  - -Abandoned Wells July 2004.pdf
  - -Completion of Well Plugging Abandonment Former Las Vegas Rail Yard.htm
- 01) 2nd Quarter 1991 Groundwater Report.pdf
- 02) 2nd Quarter 2001 Groundwater Report.pdf
- 03) 3rd Quarter 2001 Groundwater Report.pdf
- 04) 4th Quarter 2001Groundwater Report.pdf
- 05) 1st Quarter 2002 Groundwater Report.pdf
- 06) 2nd Quarter 2002 Groundwater Report.pdf
- 07) 1st Half 2002 Semi-annual Compliance Report.pdf
- 08) 3rd Quarter 2002 Groundwater Report.pdf
- 09) 4th Quarter 2002 Groundwater Report.pdf
- 10) 1st Half 2003 Groundwater Report.pdf
- 11) 1st Half 2003 Semi-annual Compliance Report.pdf
- 12) 2nd Half 2003 Groundwater Report.pdf
- 13) 2nd Half 2003 Semi-annual Compliance Report.pdf
- 13a) UP letter Jan 7 2004.tif
- 14) 1st Half 2004 Groundwater Report.pdf
- 15) 1st Half 2004 Semi-annula Compliance Report.pdf
- 15a) Well Monitoring Modification Plan 05-06-2004.tif
- 16) 2nd Half 2004 Groundwater Report.pdf
- 16a) TABLE 2 Groundwater Analytical Data 06-16-2004.xls
- 17) 2nd Half 2004 Semi-annual Compliance Report.pdf
- 18) 1st Half 2005 Groundwater Report.pdf
- 19) 1st Half 2005 Semi-annual Compliance Report.pdf
- 20) NDEP letter on Groundwater monitoring 08-13-2008.pdf

21) Monitoring Well MW-47 A & B abandonment.msg
22) UPRR letter on Wells Abandonment and sampling.msg
23) FW Waste Water Discharge Permit MSC-0002.msg
Forrester letter Well Abandonment 02-04-2004.tif
2nd Quarter 2010 Groundwater Monitoring Report.pdf

09 Maps

01) Remediation Depth.jpg
02) Uphcfreeprod.pdf
03) upenvscan012803ssm.pdf
04) Environmental vs architectural.pdf
05) Master Plan Remaining Contamination.JPG
06) Master Plan Depth.JPG

10 Union Park Master Planning

BRT

BRT - Grand Central borings 06-09-2007.pdf
BRT Stockpile Samples 08-27-2007 thru 09-07-2007.pdf
BRT Stockpile Samples 09-08-2007 thru 09-24-2007.pdf
BRT Stockpile Samples 09-25-2007 thru 10-05-2007.pdf
BRT Stockpile Samples 10-06-2007 thru 10-23-2007.pdf
BRT Stockpile Samples 10-24-2007 thru 11-12-2007.pdf
BRT Stockpile Samples 11-13-2007 thru 11-30-2007.pdf
BRT Stockpile Samples 12-1-2007 thru 12-31-2007.pdf

Phase 1 Infrastructure

Phase 1 Stockpile Samples 01-01-2009 thru 01-31-2009.pdf
Phase 1 Stockpile Samples 02-01-2009 thru 03-03-2009.pdf
Phase 1 Stockpile Samples 04-15-2008 thru 5-6-2008.pdf
Phase 1 Stockpile Samples 05-7-08 thru 6-10-08.pdf
Phase 1 Stockpile Samples 06-11-2008 thru 6-19-2008.pdf
Phase 1 Stockpile Samples 06-20-2008 thru 7-3-2008.pdf
Phase 1 Stockpile Samples 07-4-08 thru 8-8-08.pdf
Phase 1 Stockpile Samples 08-9-2008 thru 8-31-2008.pdf
Phase 1 Stockpile Samples 09-1-08 through 9-30-08.pdf
Phase 1 Stockpile Samples 10-1-2008 thru 10-31-2008.pdf
Phase 1 Stockpile Samples 11-1-2008 thru 11-30-2008.pdf
Phase 1 Stockpile Samples 12-1-2008 thru 12-31-2008.pdf
Soil Samples-Buried Drum- 04-21-09.pdf

1) UnionParkSoil&GroundwaterManagementPlan03-21-2007.pdf
2) Converse Risk Assessment Addendum - arsenic evaluation final – 07-03-2007.pdf
3) Kleinfelder Soil and Groundwater Management Plan - arsenic addendum final 7-5-07.pdf
4) Kleinfelder Soil and Groundwater Management Plan Clarification addendum 10-29-10.pdf
NDEP Conditional Exempt Small Quantity Generator letter 03-04-2010.pdf
NDEP Grant approval letter.pdf
NDEP Grant Application CP5.pdf
Kleinfelder Phase I Environmental Site Assessment Update_Union Park 03-15-2007.pdf
Un Park Roadway and Drain Geotech LVE7R220 Complete 06-15-2007.pdf
Un Park Street Borings 06-15-2007.pdf

11 Additional Disclosures – Inaccessible "Ghost" files

Depart of the Army Letter 12-09-2003.pdf
NDEP Letter 03-26-1998.pdf
Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf
Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf

Parcel A1 - Ruvo

01) Ruvo Pre-excavaton Sampling Summary 03-27-2007.pdf
1a) Ruvo Presampling 03-23-2007pf
02) Ruvo Mass Excavation Soil Report 05-10-2007- .pdf
03) Ruvo Sewer excavation report 06-07-2007.pdf
04) Ruvo Power Trench 06-29-2007.pdf

05) Ruvo Environmental Services 07-07-2006.pdf
06) LV Paving Job Ticket 07-19-2007.pdf
07) Ruvo Stockpile Testing Results 11-7-07.pdf
08) LV Paving Remediation Certificates 2008.pdf
09) Kleinfelder letter for Ruvo Site Excavation 02-13-2009.pdf

Parcel E - WJC
01) WJC Terracon limited site investigation 4-5-07.pdf
02) DRAFT Impacted Soil and Groundwater Work Plan WJC 07-19-2007.pdf
03) 2007-08-01_UP_3P_WJC_Remediation Cost Estimate.pdf

Parcel G - City Core
01) Charlie Palmer - City Core Prelim Geotech 08-27-2007.pdf
02) CITY CORE Phase 1 ESA 09-20-2007.pdf
03) City Core -soil cutting report Sept 2007.pdf
03a) City Core Pictures -soil cutting.pdf
04) City-Core Geotech 01-02-2008.pdf
04) Phase II ESA 12-13-2007.pdf
05) Site specific risk assessment - Sage Solutions 01-11-2008.pdf

Parcel H/I – PAC
Lied Children Museum
Mass Excavation Photos
December 20 and 31 2010
111 Photos
December 23 2010
102 Photos
December 27 2010
45 Photos
LIED Museum and PAC Garage Pre Excavation Soil Samples.pdf
LIED Museum and PAC Garage Soils Report 11-1-10 thru 12-31-10
LIED Pier Drillings 1-5-11 thru 1-18-11
Pre-Excavation Samples 12-16-10
LIED Museum and PAC Garage Soils Report 11-1-10 thru 12-31-10
LIED Museum Soils Report 1-1-11 through 2-28-11
LIED Museum Soils Report 3-1-11 through 3-31-11
LIED Museum Soil Remediation Weigh Tickets 01-04-11
CH2M Hill PAC Boring Report to UPRR – May 2009.pdf
CH2M Hill Pac Soil and Groundwater Study 04-10-2009.pdf
Groundwater Smiths Center 10-23-2007.pdf
Kleinfelder Scope of Work – NDEP funds transfer 02-22-2010.pdf
PAC Kleinfelder Risk Assessment 09-25-2006.pdf
PAC Remediation Cost Cap- Final 05-04-2007.pdf
PAC Soil Excavations 01-01-2010 thru 01-31-2010.pdf
PAC Soil Excavations 02-01-2010 thru 04-30-2010.pdf
PAC Soil Excavations 05-01-2009 thru 06-29-2009.pdf
PAC Soil Excavations 05-27-09 thru 6-12-09.pdf
PAC Soil Excavations 06-13-09 thru 09-18-09
PAC Soil Excavations 09-11-10 thru 10-31-10
PAC Soil Excavations 09-19-09 thru 10-30-09.pdf
PAC Soil Excavations 11-1-09 thru 11-30-09.pdf
PAC Soil Excavations 12-1-09 thru 12-31-09.pdf
PAC Soil Samples- 05-13-2009.pdf
PAC Terracon Geotech Report 05-23-2008.pdf
Soil Samples-Buried Drum- 04-16-09.pdf

Parcel J -
2007-11-19_UP-3P-Final Report Plates.pdf
2007-11-19_UP-3P-Parcel J - Final Subsurface Assessment Report.pdf

Parcel PQ – LiveWork
Plate 1 041608.pdf

Parcels C, D, F, L, N, O1 & O2 – Newland Communities
Kleinfelder Prelim Geotech Report on Parcel C 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel D 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel F 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel O1 04-23-2007.pdf

Kleinfelder Prelim Geotech Report on Parcel O2 04-23-2007.pdf
Kleinfelder Vapor Survey of Parcels C,D,F, and O.pdf

Attachment I-4
[Letter dated September 10, 1991 from NDEP to UPRR]

STATE OF NEVADA
BOB MILLER
Governor

PETER G. MORROS
...ector

L. H. DODGION
Administrator

Administration	(702) 687-4670	Wastewater Treatment Services	687-5870
Air Quality	687-5065	Water Permits and Compliance	687-4670
Mining Regulation and Reclamation	687-4670	Water Quality Planning	687-4670
Waste Management	687-5872	FAX	885-0868
Federal Facilities	687-3880		

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

123 W. Nye Lane

Carson City, Nevada 89710

September 10, 1991

William Wimmer
Assistant Vice President
Environmental Management
Union Pacific Railroad
1416 Dodge Street - Room 930
Omaha, NE 68179

RE: Las Vegas, Nevada, Yard Cleanup

Dear Mr. Wimmer:

The Nevada Division of Environmental Protection (NDEP) has reviewed the Union Pacific Railroad's (UPRR) recent proposed action level for the cleanup of Total Petroleum Hydrocarbons (TPH). Based on the data and information provided and discussions with Rick Eades, the NDEP is requiring adherence to the following stipulations.

The NDEP will require UPRR to:

1. - Remediate all soil with TPH values in excess of 100 mg/kg from ground level to 2 ½ feet. The UPRR will be required to remediate the soil directly below the rail tracks during future track maintenance and repair. Immediate action on the impacted soil directly under the tracks is not directed, yet adherence to the clean-up stipulations outlined in this letter will be required. Other impacted soil not directly under the tracks will be required to adhere to the stipulations contained in this letter; and;

- remediate all soil with TPH values in excess of 10,000 mg/kg, irregardless of the depth, and;

- remediate all soil excavated during the remediation of the soils greater than 10,000 mg/kg, to a TPH value of less than 100 mg/kg, and;

- provide as per the March 13, 1991 meeting, a guarantee to be approved by NDEP, that soils excavated during future construction which have TPH levels in excess of 100 mg/kg (TPH) attributable to Union Pacific's past occupancy, will be disposed of by the railroad. This obligation also applies to ground water contamination encountered in future development that is attributable to Union Pacific's past use.

2. - Provide written documentation stating UPRR is the responsible party on environmental contamination of soils and groundwater.

3. - Initiate a pilot program to determine the feasibility for an in-situ remediation project on the hydrocarbon contaminated soil left in place.

4. - Negotiate and establish a written agreement with the City of Las Vegas for the monitoring and enforcement of future remediation activities that are attributed to UPRR past activities.

In regards to the other on going and proposed remediation activities on the other contaminates, solvent and lead, the NDEP understands the following:

- In the UPRR letter of November 26, 1990, UPRR agreed to remediate the soil and groundwater contaminated with chlorinated and non-chlorinated solvents. The NDEP is awaiting this remediation plan and informational data, per the request made by the NDEP on August 29, 1990.

- In the NDEP letter to UPRR dated June 24, 1991, the NDEP responded to the proposed lead remediation plan submitted on April 17, 1991. The NDEP provided comments on the plan and is awaiting a revised plan for remediation.

- Currently, there are two free product recovery systems in place and operational. Modification to the westbound recovery system is currently being done per Mr. Jim Moran, USPCI, during the meeting of August 14, 1991. It is the understanding of the NDEP that the recovery systems for the area designated as the fuel farm area, is being designed and is considered to be of high priority by the NDEP, August 29, 1990 letter. The NDEP will require a written status report and schedule for the design, installation and operation of the free product recovery systems by October 11, 1991.

- The NDEP will require that the free product recovery systems operate with the goal of reducing free product to a thickness of ½ inch or less as measured in the formation, per the Nevada Administrative Code. Adherence to the current NAC is mandated since no agreed to remediation plan has been executed at this time.

Sincerely,

L.H. Dodgion, P.E.
Administrator

LHD/JNN:klh

cc: H.L. Rosse, NDEP
A. Biaggi, NDEP
D. Gross, NDEP
B. Noonan, City Manager, City of Las Vegas
P. Shalmy, County Manager, Clark County
C. Judkins. Clark County Health District
R. Eades, UPRR
Gary Papek, UPRR
Jim Moran, USPCI
Rick Stout, Dames and Moore
R. Broadbent, Broadbent & Associates

Attachment I-5

[October 21, 1996, Purchase and Sale Agreement between Ply Stadium Partners, Inc. and UPRR]

LAW DEPT
OCT 21 1996

1-1329-29
189850

PURCHASE AND SALE AGREEMENT

AND ESCROW INSTRUCTIONS

between

UNION PACIFIC RAILROAD COMPANY

"SELLER"

and

PLY STADIUM PARTNERS, INC.

"BUYER"

DATED: October 21, 1996

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EXHIBIT A-2 - LEGAL DESCRIPTION OF PROPERTY . . . . . .

EXHIBIT B - MEMORANDUM OF RIGHTS . . . . . .

EXHIBIT C - PROPERTY MATERIALS . . . . . .

EXHIBIT D - NDEP LETTER DATED SEPTEMBER 10, 1991 . . . . . .

EXHIBIT E - GRANT, BARGAIN AND SALE DEED . . . . . .

EXHIBIT F - CERTIFICATION OF NON-FOREIGN STATUS . . . . . .

EXHIBIT G - MEMORANDUM OF REPURCHASE OPTION . . . . . .

EXHIBITS H-1, H-2, H-3 - STAGE TWO IMPROVEMENTS . . . . . .

TO: OLD REPUBLIC TITLE COMPANY
OF NEVADA
2900 N. Green Valley Parkway
Henderson, Nevada 89014
Attn: Frances Butler
Telephone: (702) 433-2088
Facsimile: (702) 433-8687

Escrow No. 96-40-10610-FB

Date of Opening of
Escrow: October 22, 1996

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is made as of October 21, 1996, between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("Seller"), and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("Buyer").

ARTICLE I
PROPERTY

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth herein, the real property (the "Property") located in Las Vegas, Clark County, Nevada, shown as Lot 5 on Exhibit A-1, and described in Exhibit A-2 attached hereto and hereby incorporated herein.

EXCEPTING from this sale and RESERVING unto Seller, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Seller under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use of the Property by Buyer, its successors or assigns.

Subject to Seller's obligations under Section 3.2, it is understood that this Agreement is, and the sale and conveyance made pursuant to this Agreement shall be, subject to any and all applicable federal, state and local laws, orders, rules and regulations and any and all recorded easements, restrictions and all other outstanding rights of record and exceptions, reservations and conditions contained in prior recorded instruments.

ARTICLE II
PURCHASE PRICE

2.1 Base Purchase Price. The base purchase price for the Property is Forty-Five Million Dollars ($45,000,000.00) ("Base Purchase Price"). It is agreed that of the deposit ("Terminated Agreement Deposit") paid to and/or retained by Seller as liquidated damages under Purchase and Sale Agreement between Buyer and Seller dated November 20, 1995 (the "Terminated Agreement"), the sum of Three Million Five Hundred Thousand Dollars ($3,500,000.00), hereafter called the "Credited Portion", shall be credited towards the Base Purchase Price at Closing (as defined in Section 7.2) but if and only if Closing occurs in accordance with the terms of this Agreement. Except as provided in the previous sentence, Purchaser acknowledges that the Terminated Agreement Deposit shall be and remain the property of Seller. Purchaser hereby waives, releases and forever discharges Seller from any and all claims, actions, causes of action, demands, suits, damages, costs or expenses which Buyer now has or may have in the future, known or unknown, relating in any manner to the Terminated Agreement, including, without limitation, the Terminated Agreement Deposit. The foregoing release shall survive Closing and any termination of this Agreement. In no event shall the Terminated Agreement Deposit or the Credited Portion be deemed to be an earnest money or other deposit under this Agreement.

2.2 Payment of Base Purchase Price. On or before the Closing Date (as defined in Section 7.2), Buyer shall deposit into escrow with Old Republic Title Company of Nevada, 2900 N. Green Valley Parkway, Henderson, Nevada 89014 ("Escrow Holder"), a sum equal to the Base Purchase Price, together with Buyer's share of prorations and costs of Escrow as provided in Sections 7.6 and 7.7, less the amount of the Credited Portion. Such deposit shall be made by confirmed wire transfer of funds for immediate credit.

2.3 Additional Purchase Price.

(a) Additional Purchase Price. Buyer shall pay to Seller, as Additional Purchase Price, the amounts described in subparagraphs (i), (ii) and (iii) below:

(i) Transfer Proceeds. Upon any Transfer (as defined below in this subparagraph (i)) made prior to the completion of a Development Project (as defined in subparagraph (iii) below) on the portion of the Property so Transferred, Buyer shall pay to Seller the "Transfer Proceeds". The Transfer Proceeds are two and one-half percent (2½%) of the amount, if any, by which the gross sales price for such Transfer of whatever form or nature (including, without limitation, cash, the outstanding balance of any financing then encumbering the Property which will remain as a lien on the Property following

such Transfer, the original principal amount of any promissory note received as a part of the proceeds of such Transfer, the cash equivalent of the fair market value of any other non-cash consideration, and, with respect to a taking in eminent domain, the entire award payable in connection with such taking) exceeds, in the case of a Transfer of all of the Property or of Buyer, the sum of $41,500,000.00, or in the case of a partial Transfer, a prorata portion of $41,500,000.00 based on the percentage of the total gross square footage of the Property so Transferred or the percentage interest in Buyer so Transferred. For example, if 20% of the total gross square footage of the Property or of the total interests in Buyer is Transferred, and the gross sales price for such Transfer is $9,000,000.00, then the Transfer Proceeds to be paid to Seller for such Transfer are $17,500.00. Upon payment to Seller of the Transfer Proceeds for a particular Transfer, there shall be no obligation to pay Transfer Proceeds on a subsequent Transfer of the same interest.

The term "Transfer" as used in this Agreement means any sale, transfer, conveyance or other disposition of the Property or any part thereof (excluding easements and other similar non-possessory interests, leases or licenses for purposes of occupying or using improvements, and mortgages, deeds of trusts and other security interests and sale/leaseback transactions in connection with the financing of the acquisition of the Property and/or the construction of improvements thereon; but including, without limitation, any transfer as a result of or in lieu of condemnation) or of a 5% or more interest in Buyer (excluding the pledge or grant of a security interest in any interest in Buyer, but including, without limitation, a transfer of a five percent (5%) or more interest in Buyer effected by the merger or consolidation, whether voluntary or involuntary, of Buyer with another corporation, or a transfer of outstanding stock of Buyer), to any person or entity or group of persons and/or entities other than to an Affiliate of Buyer (as defined below in this subparagraph (i)). Any disposition of collateral covered by a mortgage, deed of trust or security agreement effected by Buyer or an Affiliate of Buyer shall not constitute a "Transfer" if the disposition is made through or in lieu of foreclosure, and no subsequent disposition of such collateral shall constitute a Transfer. In the case of a foreclosure or transfer in lieu of foreclosure of all of the equity interests in Buyer, neither a subsequent transfer of such equity interests nor a subsequent transfer of the Property will constitute a Transfer.

The term "Affiliate of Buyer" as used in this Agreement means (A) any person or entity that may be related

to, or affiliated with, Buyer, or CS First Boston, Lehman Brothers or any other financial institution providing substantial financing or equity (of not less than $2.5 million) for the acquisition or development of the Property (or any entity formed by Buyer or any such financial institution), (B) any person or entity that owns or controls a five percent (5%) or more interest in Buyer (or any entity formed by Buyer), or (C) any entity in which the controlling interest is owned by one or more of the present stockholders of Buyer or any such financial institution (or any entity formed by Buyer or any such financial institution).

(ii) Stadium Bonus. If a sports/entertainment stadium is constructed on the Property, and Buyer or any Affiliate of Buyer (except for any lender acquiring the Property or all of the equity interests in Buyer by foreclosure or transfer in lieu of foreclosure) has any interest whatsoever in such project (and regardless of whether all of the Property has theretofore been Transferred), then Buyer, its successors or assigns (other than any such lender, and Buyer shall not be obligated to pay such amount if it is then owned by such a lender due to foreclosure or transfer in lieu of foreclosure), shall pay to Seller Ten Million Dollars ($10,000,000.00) upon substantial completion of such stadium. No payments of Transfer Proceeds or any other amounts shall be credited against such amount. Upon payment of the Stadium Bonus, no further Transfer Proceeds shall be payable hereunder.

(iii) Excess Remediation Costs. Within thirty (30) days after rendition of bill therefor by Seller together with documentation reflecting that Seller has incurred the costs for which reimbursement is sought, Buyer shall pay to Seller all costs incurred from time to time by Seller, its successors or assigns, in complying with its soil remediation obligations pursuant to Section 3.2 or under the Deed (as defined in Article IV) with respect to the following soil:

(1) all soil excavated from the Property in order to construct subsurface parking for the general public or patrons of any sports/entertainment stadium, or other major entertainment complex of the nature of a Disney World, Universal Studios, Sea World, Church Street Station or MGM Grand, constructed on the Property (expressly excluding subsurface parking incident to the management and operation of the stadium or entertainment complex); and

(2) all soil excavated more than 7½ feet below the now current grade level of the Property within the "bowl" or area of the stadium on which sporting and other entertainment events will take place (the

"Sports/Entertainment Area"), except to the extent NDEP (as defined in Section 3.2(a)) or other governmental authorities having jurisdiction require excavation to continue below 7½ feet by reason of contamination uncovered above that level; and

(3) all soil excavated within that portion of the Sports/Entertainment Area (regardless of the depth or purpose of excavation) that is located within 500 feet of the current right-of-way of Bonneville Avenue, except to the extent NDEP or other governmental authorities having jurisdiction require excavation in such area by reason of contamination uncovered outside of such portion of the Sports/Entertainment Area.

The portion of the Additional Purchase Price described in this subparagraph (iii) is hereafter referred to as the "Excess Remediation Costs".

(b) Statements, Books and Records. With each payment of Transfer Proceeds, Buyer shall furnish to Seller a statement, certified by a public accounting firm, which statement shall show the calculation and a detailed breakdown of all items necessary for such calculation. Buyer shall keep and maintain at all times full and accurate books in accordance with generally accepted accounting principles, adequate to correctly reflect each such item. Such books and records shall be available at the Property or at Buyer's Dallas, Texas offices for Seller's inspection, copying and review during reasonable business hours until the expiration of two (2) years after Buyer's obligation to pay Transfer Proceeds shall have been released of record as provided under subparagraph (d) below.

(c) Release of Obligation. If Buyer or any successors or assigns, within three (3) years after Closing, pays to Seller the sum of Ten Million Dollars ($10,000,000.00), hereafter called the "Release Payment", then Buyer and its successors and assigns shall be relieved of the obligation to pay the Stadium Bonus or any Transfer Proceeds which have not accrued prior to payment of the Release Payment. No payments of Transfer Proceeds or any other amounts shall be credited against the Release Payment.

(d) Memorandum of Rights. A memorandum ("Memorandum of Rights") of Seller's rights to the Additional Purchase Price in the form marked Exhibit B, attached hereto and made a part hereof, shall be executed by Buyer and Seller, and recorded at Closing. Buyer shall also cause its lender(s) to execute such documents (including documents in recordable form) as may be reasonably requested from time to time by Seller to confirm the first priority of Seller's right to the Excess Remediation Costs. Upon payment to Seller of Transfer Proceeds, or the Stadium Bonus, or the Release Payment, or completion of a Development Project on a portion of the

Property, a full or partial release of the Memorandum of Rights as to the Transfer Proceeds and/or the Stadium Bonus, as applicable, shall be executed by Seller and provided to Buyer.

(e) Binding Effect of Additional Purchase Price Obligation. The obligation to pay to Seller the Excess Remediation Costs shall run with the land, but no former owner shall have any liability for Excess Remediation Costs incurred by Seller after such former owner has transferred title and ceased to be an owner. Buyer's covenants to pay the Transfer Proceeds and the Stadium Bonus are both personal covenants of Buyer and covenants that run with the land and bind all owners and former owners until such time as such covenants have been satisfied; provided, however, that (i) any transferring party (except for Buyer) shall only be obligated to pay any Transfer Proceeds attributable to the Transfer made by it, and (ii) the obligations to pay Transfer Proceeds and the Stadium Bonus shall be subordinate to the lien(s) securing Buyer's financing for the acquisition of the Property and initial construction financings for any and all Development Projects (as defined in Section 10.1) on the Property. Seller shall execute such documents (including documents in recordable form) as may be reasonably requested from time to time by the lender providing such financing to confirm the subordination of such covenant to such lender's lien.

(f) Survival. The provisions of this Section 2.3 shall survive the Closing.

2.4 Waiver of Right to Record Lis Pendens. AS A MATERIAL CONSIDERATION FOR SELLER ENTERING INTO THIS AGREEMENT, BUYER EXPRESSLY WAIVES (A) ANY RIGHT AT COMMON LAW OR OTHERWISE TO RECORD OR FILE A LIS PENDENS OR A NOTICE OF PENDENCY OF ACTION OR SIMILAR NOTICE AGAINST ALL OR ANY PORTION OF THE PROPERTY, (B) ITS RIGHT TO SPECIFIC PERFORMANCE, PRIOR TO THE ACTUAL CLOSE OF ESCROW, IN CONNECTION WITH ANY ALLEGED DEFAULT BY SELLER HEREUNDER AND (C) ITS RIGHT TO BRING ANY ACTION, PRIOR TO THE ACTUAL CLOSE OF ESCROW, THAT WOULD IN ANY WAY AFFECT TITLE TO OR THE RIGHT OF POSSESSION OF ALL OR ANY PORTION OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT PRIOR TO THE ACTUAL CLOSE OF ESCROW, BUYER DOES NOT AND SHALL NOT HAVE ANY RIGHT, TITLE AND/OR INTEREST IN THE PROPERTY OR ANY PORTION THEREOF. BUYER AND SELLER HEREBY EVIDENCE THEIR SPECIFIC AGREEMENT TO THE TERMS OF THIS WAIVER BY PLACING THEIR SIGNATURES OR INITIALS IN THE PLACE PROVIDED HEREINAFTER.

Seller: _____ Buyer: _____

ARTICLE III
"AS IS" SALE; ENVIRONMENTAL PROVISIONS

3.1 Condition of Property. Buyer and its representatives have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives have desired, including, without limitation, governmental laws and regulations to which the Property is subject. Buyer, by execution of this Agreement, accepts the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Buyer acknowledges and agrees that the Property is to be sold and conveyed to and accepted by Buyer in an "as is" condition with all faults, except as otherwise provided in Section 3.2 below. Buyer further acknowledges that Buyer has received, reviewed and is knowledgeable of the matters contained in Exhibit C attached hereto and incorporated by this reference (the "Property Materials"). Seller makes no representation or warranty as to the accuracy or completeness of the Property Materials, except that Seller represents that to the best of its knowledge the Property Materials, the September 10, 1991 letter referred to in subparagraph (c) below, the October 10, 1991 letter from Bill Wimmer of Seller to NDEP and the Environmental Provisions contained in the Deed referred to in Article IV, correctly and accurately reflect the current agreement between NDEP and Seller with respect to Seller's remediation obligations for the Property. Except as specifically set forth in Section 8.1, Seller makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Property. In particular, but without limitation, and except as specifically set forth in Section 8.1, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements. Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and, except as otherwise provided in Section 3.2 below, Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Seller agrees to reasonably cooperate with Buyer (including Buyer's lenders) in Buyer's conduct of due diligence with respect to the Property prior to Closing, including, but not limited to, providing access to all documents and files (excluding documents subject to the attorney-client privilege or to confidentiality agreements) requested by Buyer (or such lenders), providing access to Seller's personnel and authorizing Buyer's (and

such lenders') communication with NDEP and other governmental authorities.

3.2 Seller's Environmental Obligations.

(a) Pursuant to an order issued to Seller by the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection ("NDEP") on May 26, 1987 (the "NDEP Order"), an environmental consultant, on behalf of Seller, conducted a site characterization investigation covering the Property and certain adjacent properties owned by Seller, which was completed in March, 1989. The March 1989 site characterization disclosed the presence of certain contamination in, on and/or under the Property and such adjacent properties (the "Subject Contamination"). Seller thereafter provided to NDEP, as required by the NDEP Order, descriptions of its recommended action level for clean-up for the Total Petroleum Hydrocarbon ("TPH") and remediation of lead and solvents. By letter dated September 10, 1991 from NDEP to Seller, copy of which is marked Exhibit D, attached hereto and incorporated herein by reference, NDEP set forth its requirements for remediation of TPH and its response to Seller's recommended remedial action for solvents and lead (the "Plan"). Seller covenants and agrees to comply with the Plan with respect to the remediation of the Subject Contamination, as amended or modified pursuant to the terms, standards and acceptable levels of clean-up of the Subject Contamination as required by NDEP or agreed to by NDEP and Seller in the future, including without limitation, any clean-up work, monitoring and recovery work and offsite work required by NDEP to be performed with respect to the Subject Contamination (the "Modified Plan").

(b) In addition to Seller's obligation to remediate the Subject Contamination pursuant to the Plan or Modified Plan, Seller covenants to remediate all hazardous substances (hereinafter defined) contained within soil excavated from the Property for the sports/entertainment stadium or any other Development Project, or contained within soil or groundwater encountered during such construction, to the extent the hazardous substances are required to be remediated from such soil or groundwater under any consent decree entered into by Seller or any applicable order validly issued by any federal, state or local governmental entity, or as negotiated in good faith between Seller and Buyer. The term "hazardous substances" means any hazardous or toxic substances, materials, or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Table [49 CFR 172.101] or by the Environmental Protection Agency as hazardous substances [40 CFR Part 302] and amendments thereto, or such substances, materials, and wastes which are or become regulated under any applicable local, state, or federal law, including, without limitation, any material, waste, or substance that is: (i) petroleum; (ii)

asbestos; (iii) polychlorinated biphenyls; (iv) designated as "hazardous substance" pursuant to §311 of the Clean Water Act, 33 U.S.C. §1251, et seq. [33 U.S.C. §1321] or listed pursuant to §307 of the Clean Water Act [33 U.S.C. §1317]; (v) defined as a "hazardous waste" pursuant to §1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. [42 U.S.C. §6903]; or (vi) defined as a "hazardous substance" pursuant to §101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. [42 U.S.C. §9601]; excluding, however, from the definition of "hazardous substances" (x) the Subject Contamination, and (y) any hazardous substances not present on, in or under the Property on the date of Closing. Buyer agrees that Seller may perform its remediation obligations under this subparagraph (b) at the same time that it performs its remediation obligations under subparagraph (c) below with respect to the Subject Contamination pursuant to the Plan or Modified Plan, unless required to be performed earlier under any consent decree entered into by Seller or any applicable order validly issued by any federal, state or local governmental entity. Seller's obligations under this subparagraph (b) shall expire and terminate upon completion of a Development Project on the Property, but only with respect to the parcel of the Property upon which such Development Project is constructed if less than all of the Property.

(c) It is acknowledged by both parties that certain remediation of the Subject Contamination is not required to be performed under the Plan until such time as construction excavation operations commence and proceed as required for the development of the Property. Seller agrees that unless required to be conducted earlier under any consent decree entered into by Seller or any applicable order validly issued by any federal, state, or local governmental entity, any such remediation of the Subject Contamination required to be performed under the Plan or Modified Plan or under subparagraph (b) above shall be conducted by Seller during the course of Buyer's construction excavation operations in a diligent manner and in coordination with the development schedule of Buyer to the extent reasonably practicable; provided, however, that Buyer shall provide Seller with Buyer's plan and schedule for development (and any modifications thereof) as soon as available. Buyer acknowledges and agrees that Seller shall not be required to perform any excavation-related or other development activities which otherwise would be performed in connection with the development of the Property in the absence of the remediation requirements of the Plan or Modified Plan or the requirements of subparagraph (b) above, i.e., any activities which are not directly and solely attributable to the remediation of the Subject Contamination in accordance with the Plan or Modified Plan or remediation as required under subparagraph (b) above. Seller agrees that soils excavated during Buyer's construction on the Property which have TPH contamination in excess of one hundred (100) mg/Kg will be disposed of by Seller to the extent such

contamination was present on the Property on the date of Closing, and that soil and groundwater contamination that was present on the Property on the date of Closing and that is encountered during Buyer's construction on the Property, will be disposed of by Seller as required by the Plan or Modified Plan or pursuant to paragraph (b) above.

(d) Buyer acknowledges that Seller and NDEP shall have the right to agree upon the Plan and Modified Plan from time to time as NDEP and Seller reasonably and in good faith deem appropriate, provided, however, that notwithstanding any other provision of this Article III, Seller may not modify the Plan to lessen its responsibility for remediation of the Subject Contamination with respect to the Property, or in a manner that would have an adverse effect on Buyer's ability to construct any Development Project on the Property. Buyer shall not interfere in any manner with Seller's control over or implementation of the Plan or Modified Plan, or otherwise interfere with respect to the requirements of NDEP or any other governmental agency for remediation. Buyer and Seller shall furnish the other with advance written notice of any communication with NDEP or any other environmental agency proposed by such party with respect to the Subject Contamination, the Plan, the Modified Plan, or any other remediation for which Seller is responsible under subparagraph (b) above, and the opportunity, to the extent practicable, to be present at any meetings with NDEP. Buyer and Seller agree to cooperate with each other in dealing with NDEP with respect to the Plan, the Modified Plan, or any other remediation for which Seller is responsible under subparagraph (b) above, including, but not limited to, sending copies of all correspondence between NDEP and Buyer or Seller, as appropriate, to the other party or parties.

(e) Subject to Seller's coordination obligations under subparagraph (c) above, any and all construction activity on the Property shall be coordinated with Seller's implementation of the Plan or Modified Plan, and with Seller's performance of its other obligations under this Section 3.2. Seller, its agents and contractors, shall have access to the Property to the extent necessary to implement the Plan or Modified Plan or to otherwise fulfill Seller's obligations under this Section 3.2. Seller shall give Buyer reasonable advance notice of any such entry, and shall indemnify, defend and hold Buyer harmless from and against any claims for personal injury or property damage caused by such entry, excluding claims for damage to the Property or any improvements thereon which could not reasonably have been avoided in implementing the Plan or Modified Plan or in otherwise fulfilling Seller's obligations under this Section 3.2.

(f) Seller hereby agrees to protect, defend, indemnify and hold harmless Buyer from and against any and all reasonable testing, removal, clean-up, disposal and remediation costs or

expenses (including reasonable attorneys' and consultants' fees) actually incurred out-of-pocket by Buyer as a result of Seller's failure to comply with Seller's obligations under this Section 3.2, but expressly excluding any and all lost profits and consequential damages. The foregoing provision shall not apply if Seller is prevented from complying with Seller's obligations under this Section 3.2 by reason of Buyer's acts or omissions, including, without limitation, failure of Buyer to provide Seller with the necessary access to the Property.

(g) Seller agrees that notwithstanding any other provision of this Agreement, Buyer's rights under this Section 3.2, subject to all of the provisions of this Article III and to the provisions of Section 2.3(a)(iii), may be assigned to Buyer's successors in interest from time to time of an interest in the Property or any portion thereof, or to any financial institution providing substantial financing or equity (of not less than $2.5 million) for the acquisition or development of the Property or any portion thereof, but may not be assigned to any other party.

(h) Seller's obligations under this Section 3.2 are subject to the provisions of Section 2.3(a)(iii).

(i) The provisions of this Section 3.2 shall survive the Closing.

3.3 Buyer's Release. Except for Seller's environmental obligations under Section 3.2 above, Buyer, for itself, its successors and assigns, hereby waives, releases, remises, acquits and forever discharges Seller, its affiliates, their employees, agents, officers, successors and assigns, of and from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Buyer now has or which Buyer may have in the future on account of or in any way arising out of or in connection with the known or unknown physical or environmental condition of the Property as it existed on the date of Closing, or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act. The foregoing release shall (a)become inoperative in the event all of the Property is reconveyed to Seller as provided in Section 10.1 due to Seller's exercise of the repurchase option, and (b) not be applicable to any release of hazardous substances by Seller after the date of Closing. The provisions of this Section 3.3 shall survive the Closing.

ARTICLE IV
TITLE TO PROPERTY

At the Closing (as defined in Section 7.2), Seller shall convey the Property to Buyer by execution and delivery of that certain Grant, Bargain and Sale Deed attached hereto as Exhibit E and incorporated herein (the "Deed"). Title shall be evidenced by the issuance or commitment to issue by Old Republic Title Company of Nevada, 2900 N. Green Valley Parkway, Henderson, Nevada 89014 (the "Title Company") of an ALTA extended coverage owner's policy of title insurance in the full amount of the Purchase Price (the "Title Policy"), insuring fee simple title to the Property in Buyer, subject only to:

(a) A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Property;

(b) Standard exceptions other than those not included in extended coverage, and exceptions disclosed by Preliminary Title Report ("Title Report") issued by Title Company, Order N. 95-400-8216-FB, dated March 19,1996;

(c) The reservation of water and water rights and any other exceptions or reservations set forth in the Deed;

(d) The Memorandum of Rights referred to in Section 2.3;

(e) The covenant and repurchase option referred to in Section 10.1;

(f) The covenant regarding landscaping referred to in Section 10.2; and

(g) The covenant regarding Stage Two Improvements referred to in Section 10.3.

ARTICLE V
BUYER'S CONDITIONS TO CLOSING

The following are conditions precedent to Buyer's obligation to purchase the Property:

5.1 Title. Title Company shall be prepared to issue or commit to issue the Title Policy.

5.2 Compliance by Seller. The representations and warranties of Seller set forth in Section 8.1 shall be materially true and correct as of Closing, and Seller shall have performed and complied with each and every condition and material covenant of this Agreement to be kept or complied with by Seller.

ARTICLE VI
SELLER'S CONDITION TO CLOSING

It is a condition precedent to Seller's obligation to sell the Property that the representations and warranties of Buyer set forth in Section 8.2 shall be materially true and correct as of Closing, and Buyer shall have performed and complied with each and every condition and material covenant of this Agreement to be kept or complied with by Buyer.

ARTICLE VII
OPENING AND CLOSING OF ESCROW

7.1 Opening of Escrow and Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit three (3) executed counterparts of this Agreement with Escrow Holder, and this instrument shall serve as the instructions to Escrow Holder for creation of the Escrow to consummate the purchase and sale contemplated hereby. Seller and Buyer agree to execute such supplementary Escrow instructions containing Escrow Holder's general provisions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and Escrow Holder's general provisions, the terms of this Agreement shall control. The Opening of Escrow shall be the date upon which Escrow Holder has received executed counterparts of this Agreement from both Buyer and Seller. Escrow Holder shall deliver to both Buyer and Seller a set of counterparts of the Agreement executed by Buyer, Seller and Escrow Holder and shall retain a set in Escrow. Escrow Holder shall be responsible only for undertaking such matters in connection with the Closing as are specifically provided for herein or in any additional or supplementary Escrow instructions delivered by the parties.

7.2 Closing.

(a) The consummation of the transaction contemplated by this Agreement and Escrow and the recording of the Deed (the "Closing" or "Close of Escrow") shall occur and delivery of all items to be made at the Closing under the terms of this Agreement shall be made on or before October 31, 1996 (the "Closing Date").

(b) If the Closing does not occur on or before the Closing Date, then either party not then in default may elect to terminate this Agreement and cancel Escrow by giving written notice of such termination and cancellation to the other party and to Escrow Holder. In the event of such termination and cancellation, neither party shall have any further obligations hereunder (except for the obligations of Buyer pursuant to Section 11.10) and, unless the Escrow fails to Close due to a default by Seller or a termination of this Agreement pursuant to Article IX below, all documents and

other instruments shall be returned to the party depositing the same into Escrow. In the event neither party is in default, or both parties are in default, then the costs accrued and charged by Escrow Holder and the Title Company for the cancellation of Escrow and preparation of updates to the Title Report (the "cost of cancellation of Escrow") shall be shared equally between Buyer and Seller. In the event only one of the parties hereto is in default or if this Agreement expressly so provides, then such defaulting party shall pay for the entire cost of cancellation of Escrow. The termination of this Agreement and cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights, as said rights may be limited by the terms contained in this Agreement, that Buyer or Seller may have against each other arising out of this Agreement and the Escrow. If neither party so elects to terminate this Agreement and cancel Escrow, Escrow Holder shall close the Escrow as soon as possible.

7.3 Delivery by Seller. Not later than one (1) business day prior to the Closing Date, Seller shall deposit with Escrow Holder the following:

(a) The Deed, duly executed and acknowledged by Seller.

(b) Non-Foreign Status Certificate pursuant to Internal Revenue Code Section 1445 in the form attached hereto as Exhibit F, duly executed by Seller.

(c) The Memorandum of Rights, duly executed and acknowledged by Seller.

(d) The Memorandum of Repurchase Option (as defined in Section 10.1), duly executed and acknowledged by Seller.

(e) Any other documents or instruments called for hereunder which have not previously been delivered.

7.4 Delivery by Buyer. Not later than one (1) business day prior to the Closing Date, unless otherwise provided below, Buyer shall deposit with Escrow Holder the following:

(a) A sum equal to the Base Purchase Price, plus additional amounts which are required pursuant to Sections 7.6 and 7.7 to close Escrow, less the amount of the Credited Portion. Such sum need not be deposited until prior to 1:00 p.m. Pacific Standard Time (PST) on the Closing Date. Seller shall have no right to any funds deposited with Escrow Holder by any lender of Buyer, provided, however, that such funds shall not be considered to have been deposited by Buyer as required herein unless and until all of such lender's requirements for disbursement to Seller shall have been satisfied (other than such requirements as are also conditions under this Agreement to Buyer's obligation to Close), and provided

further, that Seller shall in no event be bound by any such lender requirements and that nothing herein contained shall limit Seller's right to pursue damages from Buyer if this transaction fails to Close due to default of Buyer.

(b) The Memorandum of Rights, duly executed and acknowledged by Buyer and Buyer's lender(s).

(c) The Memorandum of Repurchase Option, duly executed and acknowledged by Buyer and Buyer's lender(s).

(d) Any other documents or instruments called for hereunder which have not previously been delivered.

7.5 Other Instruments. Seller and Buyer shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

7.6 Prorations. All revenues and expenses of the Property, including, without limitation, real property taxes, special taxes, assessments and utility fees and/or deposits, shall be prorated and apportioned between Buyer and Seller as of 12:01 a.m. on the date of Closing, so that Seller bears all expenses with respect to the Property and has the benefit of all income with respect to the Property through and including the date immediately preceding the date of Closing. Seller and Buyer hereby agree that any of the aforesaid prorations which cannot be calculated accurately as of the date of Closing shall be prorated on the basis of the parties' reasonable estimates, and shall be recomputed sixty (60) days after the date of Closing and either party owing the other party a sum of money based on such subsequent proration adjustment shall promptly pay said sum to the other party, and, if payment is not made within ten (10) days after delivery of a bill therefor, shall pay interest thereon, at the lesser of the rate of ten percent (10%) per annum or the highest rate permitted by law, from the date of Closing to the date of payment.

7.7 Costs and Expenses. Seller shall pay the premium for the Title Policy (to the extent it does not exceed the cost of a standard owner's ALTA policy). Seller shall pay the cost of any documentary or other transfer taxes applicable to the sale of the Property. Buyer shall pay that portion, if any, of the premium and endorsements for the Title Policy to the extent they exceed the cost of a standard owner's ALTA policy, and all recording charges. Buyer and Seller shall share equally all other costs and charges of the Escrow, except in the event of a default by either party, in which case the defaulting party shall be responsible for all costs and charges of Escrow.

7.8 Closing of Escrow. Provided that Escrow Holder has received the documents and funds described in Sections 7.3 and 7.4 hereof, that Escrow Holder has not received prior written notice from either party that an agreement of either party made hereunder has not been performed, or to the effect that any condition set forth herein has not been fulfilled, and the Title Company has issued or is unconditionally prepared and committed to issue to Buyer as of the date of Closing the Title Policy, Escrow Holder is authorized and instructed to (a) record the Deed and the Memoranda of Right to Proceeds and Repurchase Option, (b) deliver to Buyer the items deposited by Seller pursuant to Section 7.3, with copies thereof to Seller, (c) deliver the Base Purchase Price to Seller, less Seller's share of prorations and costs of Escrow in accordance with Section 7.9, (d) deliver to Seller the items deposited by Buyer pursuant to Section 7.4, with copies thereof to Buyer, (e) deliver conformed copies of the recorded Deed and the Memoranda of Right to Proceeds and Repurchase Option to Buyer and Seller, and (f) deliver the Closing Statements to the parties in accordance with Section 7.10. Escrow Holder is instructed to request that the amount of the documentary transfer tax due for the Property be shown on a separate paper and affixed to the Deed by the County Recorder after the permanent record is made.

7.9 Disbursement of Funds. At Closing, Escrow Holder shall disburse the Base Purchase Price (as adjusted pursuant to the statement of prorations to be delivered to Escrow Holder pursuant to Section 7.6) less Seller's share of costs of Escrow, in immediately available funds. Unless otherwise instructed by Seller, Escrow Holder shall cause such funds to be sent by wire transfer to Seller as follows:

First Bank
Omaha, Nebraska
ABA #104000029
Account No.148744571164
For Credit Treasurer, Union Pacific Railroad Company

Such funds are to be wired as of 11:00 a.m. on such date in order that such funds may be received by Seller on the date of Closing .

7.10 Notification; Closing Statements. If Escrow Holder cannot comply with the instructions herein and to be provided, Escrow Holder is not authorized to cause the recording of the Deed. If Escrow Holder is unable to cause the recording, Escrow Holder shall notify Seller's representative, R. David Uhrich, at (402) 271-4927, and Buyer's representative, Paul Tanner, at (214) 732-0010, without delay. Immediately after the Close of Escrow, Escrow Holder shall deliver to Seller at the address provided in Section 11.1 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by Escrow Holder and shall deliver to Buyer at the address provided in Section 11.1 a true,

correct and complete copy of Buyer's Closing Statement, in form customarily prepared by Escrow Holder.

ARTICLE VIII
REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Representations of Seller. Seller hereby represents and warrants to Buyer as of the date of this Agreement as follows:

(a) Union Pacific Railroad Company is a corporation duly organized and validly existing under the laws of the State of Utah and is in good standing under the laws of the State of Nevada, and has the authority to own and convey the Property and to enter into and comply with this Agreement.

(b) This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the Closing will be, provided Buyer has duly executed those documents requiring Buyer's signature, legal, valid, and binding obligations of Seller, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(c) Seller has received no written notice from any governmental entity or representative thereof of any violation of any applicable law, ordinance, rule, regulation or requirement of any governmental agency relating to the Property.

(d) Seller has received no written notice from any governmental entity or representative thereof of any pending public improvements or assessments affecting the Property, or proceedings to reduce or increase the ad valorem taxes on the Property.

(e) Seller has no actual, current knowledge of any pending actions, suits or proceedings against or involving the Property (including, without limitation, any condemnation or eminent domain proceedings).

(f) Seller has made available to Buyer complete copies, as the same appear in the files of Seller's Environmental Management Group, of all documents in Seller's possession in such files within the current, actual knowledge of Rick Eades, Seller's Director of Environmental Site Remediation, and R. David Uhrich, Seller's Assistant Vice President-Contracts and Real Estate, that substantially relate to the environmental condition of the Property.

8.2 Representations of Buyer. Buyer hereby represents and warrants to Seller as of the date of this Agreement as follows:

(a) Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada, and is qualified to do business in the State of Nevada with full power and authority to enter into and comply with the terms of this Agreement.

(b) This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the Closing will be, provided Seller has duly executed those documents requiring Seller's signature to be duly authorized, legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

8.3 Accuracy as of Closing. All representations and warranties by the respective parties contained herein are intended to remain materially true and correct as of the time of the Closing of Escrow. In the event of any material change to any of said representations and warranties, the party with knowledge of such change shall promptly notify the other.

8.4 Survival; Notice of Breach. The representations and warranties contained in Sections 8.1 and 8.2 shall not merge with the Deed in the event Buyer acquires the Property; provided, however, that neither Seller nor Buyer shall have any cause of action or claim for a breach of representations and warranties set forth in Sections 8.1 and 8.2 (such party having a claim being referred to herein as a "Claimant") unless a "Notice of Breach" (as hereinafter defined) shall have been theretofore delivered by Claimant to the party claimed to be in breach within twenty-four (24) months following the Close of Escrow (the "Claims Period"). Failure of a Claimant to deliver a Notice of Breach within the Claims Period shall terminate any and all causes of action, claims, or rights with respect to a breach by the other party of the representations and warranties made by such party in Sections 8.1 and 8.2. Each Notice of Breach shall describe with specificity and particularity the nature of the alleged breach and the total amount of all losses, liabilities, damages, costs, expenses and other amounts which the Claimant will be entitled to claim at law with respect to such alleged breach.

ARTICLE IX
CONDEMNATION

If, prior to the Close of Escrow, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within fifteen (15) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this

Agreement, in which case neither party shall have any further rights or obligations under this Agreement other than the obligations of Buyer under Section 11.10). If neither party elects to terminate pursuant to this Article IX, the net proceeds of condemnation awards payable to Seller by reason of such condemnation shall be paid or assigned to Buyer upon the Close of Escrow.

ARTICLE X
POST SALE COVENANTS AND CONDITIONS

10.1 Covenant to Construct Development Project; Repurchase Option.

(a) Buyer covenants to commence construction of a Development Project on the Property within three (3) years after Closing (subject to extension for the period of any delay in commencement of construction caused by remediation required to be performed by Seller under Article III hereof prior to commencement of construction). For purposes of this Agreement, a "Development Project" shall mean any of the following projects:

(1) sports/entertainment stadium;

(2) convention center;

(3) hotel or motel;

(4) office building;

(5) research and development project;

(6) retail project;

(7) any other project acceptable to the City of Las Vegas, Nevada.

Such construction shall be considered to have commenced only when all of the following events have occurred: (i) Buyer shall have closed on financing in an amount sufficient (together with available equity) to fund the construction of the Development Project, (ii) Buyer shall have received all necessary governmental approvals and permits for the construction of the Development Project, and (iii) Buyer's contractor shall have become physically engaged in the work of construction.

(b) If Buyer does not commence such construction within such three (3) year period (as same may be extended as aforesaid), then Seller shall have the option to repurchase the Property. The repurchase option may be exercised only by written notice of exercise given by Seller to Buyer within sixty (60) days after the end of such three (3) year period (as may be extended as provided

in subparagraph (a) above). The repurchase price shall be the greater of (i) the sum of Fifty-Two Million Dollars ($52,000,000.00) and any amount paid by Buyer under 10.3 below or (ii) the Fair Market Value (as defined in subparagraph (d) below) at the time the repurchase option is exercised. Seller may terminate its exercise of the repurchase option by giving Buyer written notice of termination within ten (10) days after the Fair Market Value is determined. Closing on the repurchase option shall occur within thirty (30) days after the Fair Market Value is determined. At such Closing, title to the Property shall be reconveyed by Buyer to Seller by duly executed Grant, Bargain and Sale Deed, and shall be free and clear of all liens, encumbrances and exceptions other than those existing at Closing that were not created by Buyer and such utility easements and similar encumbrances as Buyer may have executed in connection with its proposed development of the Property for a Development Project.

(c) Seller's repurchase option shall be evidenced of record by a Memorandum of Repurchase Option in the form of Exhibit G attached hereto and made a part hereof, to be executed by Seller and Buyer and recorded at Closing. Buyer shall also cause its lender(s) to execute such documents (including documents in recordable form) as may be reasonably requested from time to time to confirm the first priority of Seller's repurchase option. If Seller does not timely exercise the repurchase option, or if Buyer commences construction of the Development Project within three (3) years after Closing, or if Seller, or any affiliate or successor through merger or consolidation to Seller, ceases to hold title to at least twenty-five percent (25%) of the land area comprised of Lots 1, 2, 3, 4, 7, 8, 9 and 10 of Parkway Center, then, in any such event, the development covenant in subparagraph (a) above and Seller's repurchase option shall be extinguished, and after written request from Buyer or Buyer's lender(s), Seller shall execute and deliver an appropriate document in recordable form releasing such development covenant and repurchase option.

(d) Fair Market Value shall be determined as follows: Within thirty (30) days after Seller's notice of exercise of the repurchase option, Buyer and Seller shall each appoint an independent MAI real estate appraiser with at least ten (10) years' experience in appraising properties similar to the Property in the Las Vegas, Nevada area (a "Qualified Appraiser"). Each Qualified Appraiser shall independently determine the fair market value of the Property. Such fair market value shall be determined as of the date of Seller's notice of exercise of the repurchase option, using generally accepted appraisal methods. If the difference in fair market value as determined by the two (2) Qualified Appraisers is within ten percent (10%) of each other, then the average of fair market values as determined by the Qualified Appraisers shall be the Fair Market Value. If the difference in fair market value established by each Qualified Appraiser is greater than ten percent

(10%), then the two (2) Qualified Appraisers shall select a third Qualified Appraiser to independently determine the fair market value, and the Fair Market Value shall be the average of the fair market values established by the appraisals of the two (2) Qualified Appraisers whose fair market values are closest to each other.

10.2 Landscaping. The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Seller's Parkway Center ownership. Buyer agrees that Seller may continue to maintain such landscaping and to operate the irrigation equipment with respect to any and all portions of the Property upon which landscaping is not hereafter installed in connection with the development thereof , and that Buyer shall reimburse Seller for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Buyer may eliminate such irrigation facilities as to such developed and landscaped portions of the Property, provided that Buyer does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. The provisions of this Section 10.2 shall be a covenant running with the land, and shall be included in the Deed. If Buyer transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

10.3 Participation in Stage Two Improvements.

(a) Buyer acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

(i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on Exhibit H-1;

(ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on Exhibit H-2;

(iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on Exhibit H-3.

(b) If requested by Seller or the City of Las Vegas, Buyer agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation

of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Seller and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Buyer agrees that Buyer's share (including Buyer's contribution required by any governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Seller and the City of Las Vegas. If Buyer is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Buyer shall reimburse Seller and other property owners, on a proportionate basis, to the extent of Buyer's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Buyer pursuant to this Section 10.3 shall be Three Million Dollars ($3,000,000.00) in the aggregate.

(c) Buyer's obligations under this Section 10.3 shall run with the land, shall not be subordinate to the lien of any financing, and shall be included in the Deed. Buyer shall require any transferee (including, without limitation, any party that acquires title through foreclosure, public sale or deed in lieu thereof) of the Property or any portion thereof to assume such obligations in writing for the benefit of Seller. In the case of transfers of less than all of the Property, such assumption shall be on a pro rata basis calculated using the proportion that the gross square footage of the transferred portion bears to the gross square footage of the entire Property .

10.4 Main Line Crossings. Seller agrees to negotiate in good faith with Buyer for a period of up to two (2) years after Closing for the placement of two (2) public overhead pedestrian or people-moving crossings of Seller's main line tracks to provide pedestrian access to the Property from Main Street, or if a sports/entertainment stadium is constructed on the Property, four (4) such public overhead pedestrian or people-moving crossings. No charge shall be made by Seller for the crossings. Buyer acknowledges and agrees that such crossings shall be subject to Seller's requirements as to clearances and safety and protection of the tracks, as determined at Seller's sole discretion, and that Buyer shall be solely responsible for all liability associated with the crossings, and for any and all costs and expenses in connection with the crossings, including, without limitation, governmental permits and approvals, land acquisition, and construction and maintenance.

10.5 Assignment Rights. Seller agrees that notwithstanding any other provision of this Agreement, Buyer's rights under Section 10.3(b) and 10.4, subject to all of the

provisions thereof, may be assigned to Buyer's successors in interest from time to time of an interest in the Property or any portion thereof, or to any financial institution providing substantial financing or equity (of not less than $2.5 million) for the acquisition or development of the Property or any portion thereof, but may not be assigned to any other party.

10.6 Survival. The provisions of this Article X shall survive the Closing.

ARTICLE XI
MISCELLANEOUS

11.1 Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (i) personally delivered, (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Telecopy notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in (i), (ii) or (iii) above within three (3) business days thereafter. Notices shall be deemed received at the earlier of actual receipt or (i) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (ii) three (3) business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Seller:
UNION PACIFIC RAILROAD COMPANY
1416 Dodge Street, Room 1100
Omaha, Nebraska 68179
Attn: R. D. Uhrich
TELEPHONE: (402) 271-4927
FACSIMILE: (402) 271-5493

with a copy to:
UNION PACIFIC RAILROAD COMPANY
1416 Dodge Street, Room 830
Omaha, Nebraska 68179
Attn: Christine M. Smith, Esq.
TELEPHONE: (402) 271-5761
FACSIMILE: (402) 271-5610

If to Buyer:
PLY STADIUM PARTNERS, INC.
16885 Dallas Parkway, 4th Floor
Dallas, Texas 75248
Attn: Paul A. Tanner
TELEPHONE: (214) 732-0010
FACSIMILE: (214) 732-6430

with a copy to: JENKENS & GILCHRIST
1445 Ross Avenue, Suite 3200
Dallas, Texas 75202-2799
Attn: Hugh W. Ferguson III
TELEPHONE: (214) 855-4500
FACSIMILE: (214) 855-4300

Title Company: OLD REPUBLIC TITLE COMPANY OF NEVADA
2900 N. Green Valley Parkway
Henderson, Nevada 89014
Attn: Frances Butler
TELEPHONE: (702) 433-2088
FACSIMILE: (702) 433-8687

or such other address as either party may from time to time specify in writing to the other in the manner aforesaid.

11.2 Brokers and Finders. In connection with the transaction contemplated by this Agreement, Seller has agreed to pay, through Escrow, upon the Closing, if and only if the sale pursuant to this Agreement is consummated, a real estate brokerage commission payable to CB Commercial Real Estate, 1900 East Flamingo Road, Suite 180, Las Vegas, Nevada 89119, in an amount agreed upon between Seller and said broker. No broker's fee, finder's fee, commission or similar compensation shall be paid to principals of Buyer or Seller in connection with this Agreement. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith other than as set forth above, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim, and Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify and hold Buyer harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this Section shall survive the Close of Escrow or termination of this Agreement.

11.3 Successors and Assigns.

(a) This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns, except that Buyer's interest under this Agreement may not be assigned, encumbered or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise, except as provided below or in Section 3.2(g) or Section 10.5. Any assignment, encumbrance or other transfer in violation of the foregoing shall be void and Buyer shall be deemed in default hereunder.

(b) Notwithstanding the foregoing, Buyer may, without Seller's prior written consent, assign this Agreement or any interest therein to any Affiliate of Buyer, provided, however, that no such assignment prior to Closing shall be effective unless and until the assignee, in writing for the benefit of Seller, assumes the obligations of Buyer under this Agreement.

11.4 Amendments. This Agreement may be amended or modified only by a written instrument executed by the party or parties asserted to be bound thereby.

11.5 Interpretation. Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation." Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

11.7 Merger of Prior Agreements. This Agreement (including the riders and exhibits hereto) constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

11.8 Time of the Essence. Time is of the essence of this Agreement and each and every term, condition and provision hereof.

11.9 Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

11.10 Confidentiality. All information, studies and reports relating to the Property obtained by Buyer, either by the observations and examinations of its agents and representatives or as disclosed to it by Seller, shall remain confidential and, unless the Closing is consummated, Buyer shall not disclose any such matters to any person or governmental agency except as unconditionally required by law or except to its attorneys, consultants, and other advisors or consultants and its prospective lenders and their attorneys, advisors and consultants (collectively, the "Consultants"). If the transaction contemplated herein fails to

close for any reason, Buyer shall deliver and return to Seller, at no cost to Seller, all such information, reports and studies, and Buyer shall make no further distributions or disclosures of any such information, reports and studies. Buyer agrees that, except for the Consultants, Buyer shall keep the contents of this Agreement confidential, and Buyer and Seller agree that the content of all publicity or press releases to the general public with respect to this transaction is subject to the prior written approval of both parties. The provisions of this Section shall survive the termination of this Agreement.

11.11 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.12 Further Acts. Each party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

11.14 Merger. Except as otherwise expressly provided herein, the covenants, representations and warranties of Buyer and Seller herein shall merge into the deed to be delivered by Seller to Buyer at Closing and shall not survive the Closing of Escrow.

11.15 Not an Offer. The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer.

11.16 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

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

Buyer: PLY STADIUM PARTNERS, INC., a Nevada corporation

By: _____
Its: PRESIDENT

Seller: UNION PACIFIC RAILROAD COMPANY, a Utah corporation

By: _____
Its: Assistant Vice President

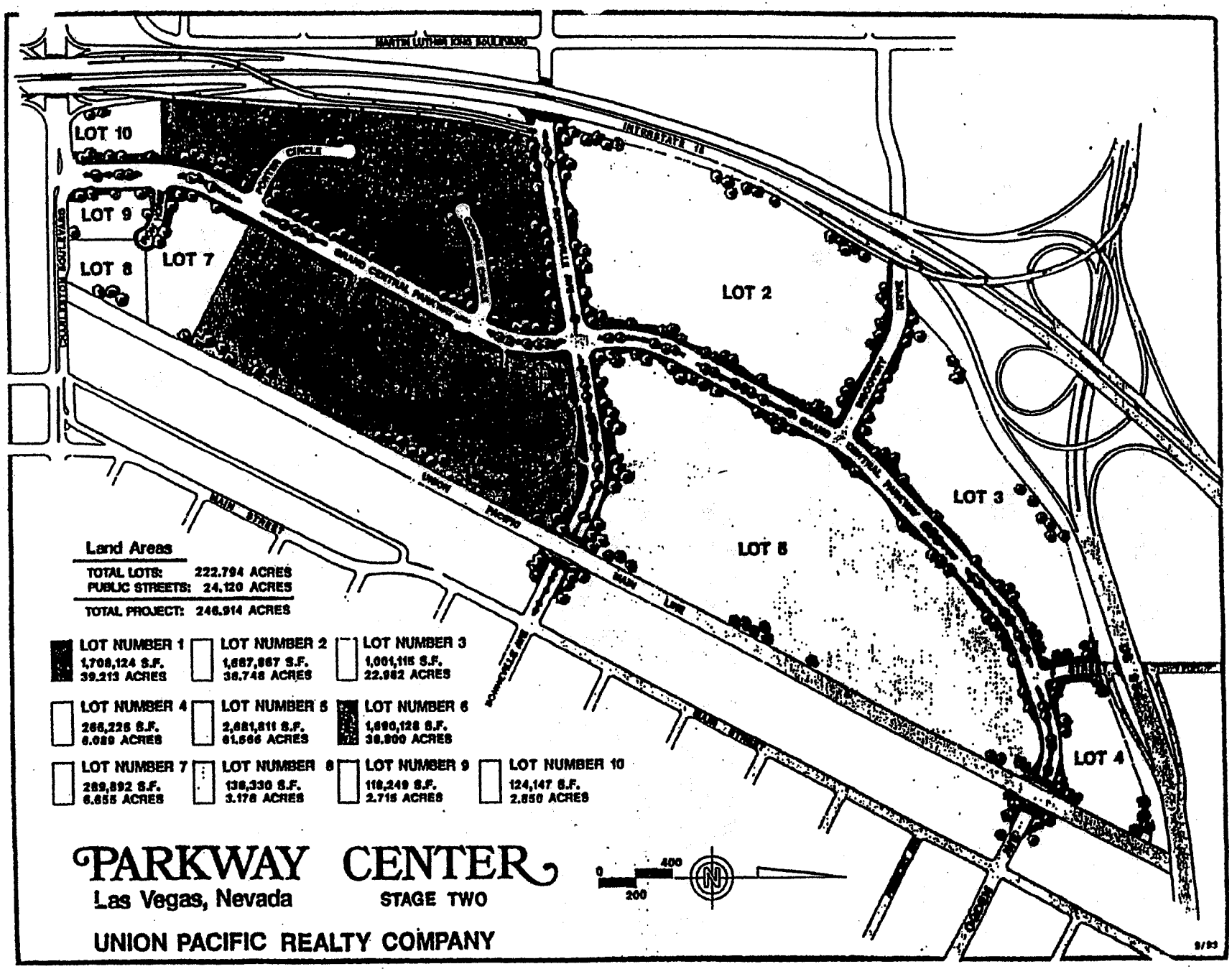
THE UNDERSIGNED ESCROW HOLDER ACKNOWLEDGES ITS RECEIPT OF THIS AGREEMENT AND AGREES TO ACT IN ACCORDANCE THEREWITH.

OLD REPUBLIC TITLE COMPANY OF NEVADA

By: _____
Title: SENIOR VICE PRESIDENT

189850

APPROVED AS TO FORM
_____
GENERAL CONTRACT COUNSEL



99350

EXHIBIT A-1
1-1329-29

EXHIBIT A-2

LEGAL DESCRIPTION OF PROPERTY

LOT FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

MEMORANDUM OF RIGHTS

THIS MEMORANDUM OF RIGHTS is made this _____ day of _____, 1996, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UPRR"), and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("PLY"),for the purpose of evidencing of record that UPRR has rights (collectively, the Rights") to (1) a portion of the proceeds from certain transfers of the real property (the "Property") described in Exhibit 1 attached hereto and hereby made a part hereof, (2) payment of Ten Million Dollars upon substantial completion of a sports/entertainment stadium or convention center on the Property, and (3)reimbursement for certain environmental remediation costs, all pursuant to Section 2.3 of that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, between PLY and UPRR (the "Agreement").

Additional terms and conditions of the Rights are set forth in the Agreement.

This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Agreement, and in the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

Witness:

_____

UNION PACIFIC RAILROAD COMPANY, a Utah corporation

By:_____
Its:_____

Witness:

_____

PLY STADIUM PARTNERS, INC., a Nevada corporation

By:_____
Its:_____

10/15/96

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 199___, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of PLY STADIUM PARTNERS, INC., a Nevada corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

EXHIBIT C

PARKWAY CENTER

PROPERTY MATERIALS LIST

AUGUST 31, 1995

PROPERTY DESCRIPTION:		Lot 5 of Parkway Center, Las Vegas, Nevada
1.	(X) RECORDED MAPS:	Plat of Parkway Center Recorded in Clark County, Nevada August 13, 1992 in Book 53, Page 61
2.	(X) IMPROVEMENT PLANS:	1. "Parkway Center, a Development of Union Paific Realty Company" dated February 10, 1994 consisting of 69 sheets, by Baughman & Turner 2. "Parkway Center Landscape, Irrigation, Hardscape" dated July 6, 1993 consisting of 61 sheets by BWA
3.	(X) TITLE REPORT:	Preliminary Report by Old Republic Title Co. dated August 8, 1995
4.	(X) TAXES:	See Preliminary Title Report
5.	(X) ASSESSMENTS:	See Preliminary Title Report
6.	(X) DESIGN GUIDELINES:	Pending
7.	(X) GEOTECHNICAL REPORTS:	Subgrade Soils Investigation, Parkway Center dated June 2, 1992 by Converse Consultants
8.	(X) ENVIRONMENTAL REPORTS:	See Exhibit "X"

EXHIBIT X TO EXHIBIT C

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS

1. Report
Phase II Sampling and Analysis Program
Property adjacent to Union Pacific Railroad Yard
Las Vegas, Nevada
for Union Pacific Corporation

Dames & Moore Job No. 16922-001-042
Santa Barbara, California
April 8, 1988

2. Final Report
Preliminary Site Assessment
Property adjacent to Union Pacific Railroad Yard
Las Vegas, Nevada
For Union Pacific Realty Company

Dames & Moore Job No. 16515-003-042
Santa Barbara, California
April 12, 1988

3. Final Report
Preliminary Site Assessment
Union Plaza Hotel and Casino
Greyhound Bus Station, and Parcels 10 and 11 and Field Investigation
Parcels 11, 12, 14, 15 and 19
Las Vegas, Nevada
For Union Pacific Land Resources Corporation

Dames & Moore Job No. 00173-044-042
Santa Barbara, California
February 28, 1989

4. Executive Summary
Preliminary Site Assessment and Field Investigation
Union Pacific Realty Company properties located adjacent to
Union Pacific Railroad Company Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
May 12, 1989

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS
Page 2

5. Final Report
Phase I Environmental Assessment of Union Pacific Realty Las Vegas Properties
Las Vegas, Nevada
UPRC Property No. 320120003

Tetra Tech, Inc.
Pasadena, California
August 1989

6. Monitoring Wells and Sampling Analysis
Union Pacific Railroad Company
Las Vegas Railroad Yard
Las Vegas, Nevada

Western Technologies Inc. Project No. 4127J016
3611 West Tompkins Avenue
Las Vegas, Nevada 89103
(702) 798-8050
March 16, 1987

7. Report
Off-Site Evaluation
Union Pacific Railroad Yard
Las Vegas, Nevada
For Union pacific Railroad Company

Dames & Moore Job No. 00173-035-042
Santa Barbara, California
September 29, 1988

8. Executive Summary
Report of Environmental Activities
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
May 12, 1989

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS
Page 3

9. Final Report
Site Characterization Investigations and Recommended Remedial Action
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
July, 1989

10. Appendicas A-S
Site Characterization Investigations and Recommended Remedial Action
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
July, 1989

11. Report
Additional Off-Site Evaluation
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
August 15, 1989

12. Report
Additional Off-Site Evaluation
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
September 8, 1989

13. Las Vegas, Hydrocarbon Recovery System
Design, East Bound Fueling Area
USPCI, Inc.
Denver, Colorado, 1989; revised January 5, 1990

14. Additional Documents - See Exhibit "Y"

EXHIBIT Y TO EXHIBIT X
TO EXHIBIT C
(6 Pages)

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
	KLEINF	GEO-TECH	x	Conditional Slope Stability Analysis, Ogden underpass, Ogden and Main Street
	Laidlaw	MAP	ALL	Impacted Soil Remaining At Depth
	Zenitech	Scientific report	x	X-Ray Florescence as an aid to Cleanup of Lead Contamination
12/18/79	Randle&ass	Test Holes	x	Exploratory Test Holes for Upland Industries
07/15/86	HS&Assoc	ENG	x	Union Plaza Hotel Code Compliance Report
03/16/87	W.Tech		x	Monitoring Wells and Sampling Analysis
03/16/87	W.Tech		x	Monitoring Wells and Sampling Analysis
06/19/87	D&M	INT	ALL	Progress Report, Phase I Preliminary site Characterization Investigation
10/15/87	D&M	$-EST	x	Final Report, Preliminary Cost Estimate, Remedial Action Program
11/04/87	D&M	APP	ALL	Appendices E-H D&M Job No. 00173-028-042
11/11/87	D&M	PH-1 & PH-2 SUM	ALL	Summary Report, Phase I and Phase II Site Characterization Investigations
02/19/88	D&M	WRK-PLN, PH-3	ALL	Workplan Phase III Site Characterization Investigation
04/08/88	D&M	WRK-PLN, PH-2		Report, Phase II Sampling and Analysis Program, Property adjacent to UPRR yard
04/12/88	D&M	PRELIM-SITE-ASMT		Property adjacent to UPRR Yard
06/19/88	D&M	PROPOS	P14,15 & 19	Proposal, Preliminary Site Assessment and Field Investigation of Parcels 14, 15 and 19
09/29/88	D&M	INV		Report, Off Site Evaluation,
02/28/89	D&M	PRELIM-SITE-ASMT	P10,11,12,14,15,1	Union Plaza, Bus Station, and Parcels 10 and 11 and Investigation, Parcels 11,12,14,15, and 19
05/12/89	D&M	PRELIM-SITE-ASMT		Union Pacific Realty Company Properties Located Adjacent to UPRR Yard
05/12/89	D&M	INT	ALL	Executive Summary, Report of Environmental Activities
07/15/89	D&M	FIN-SITE-CHAR-INV	ALL	Final Report, Site Characturization investigations and recomended Remedial Action
07/15/89	D&M	APP	ALL	Appendices A-S, Site Characterization and Recomended Remedial Action
08/15/89	Tetra	ASMT	x	Final Report, Phase I Environmental assessment of Union Pacific Realty Properties
08/16/89	D&M	SUP		Report, Additional off-site Evaluation
09/08/89	D&M	SUP		Report, Additional off-site Evaluation
09/15/89	D&M	ENG	x	Report R9 Building Review of One Main Street, Union Plaza Hotel and Parking Structure,
10/02/89	Laidlaw	Oil Rec-Q		3 Q 89
01/05/90	Laidlaw	DSGN	x	Hydrocarbon Recovery System Design, Eastbound Fueling Area
01/05/90	Laidlaw	DSGN	x	Hydrocarbon Recovery System Design, East Bound Fueling Area
01/10/90	Laidlaw	RFP	x	Eastbound Fueling Area interceptor Trench
01/29/90	Laidlaw	Oil Rec-Q		4 Q 89
04/30/90	Laidlaw	GW-Q	ALL	2 Q 90
06/15/90	BB&A	SITE-INV	x	Review of Criteria Reguarding Hydrocarbon Cintaminated Soil Relevant to the UPRY
08/16/90	Laidlaw	Oil Rec-Q		2 Q 90
08/17/90	Laidlaw	GW-Q	ALL	3 Q 90
10/23/90	Laidlaw	AS-BUILT	x	Eastbound Fueling Area Hydrocarbon Recovery Trench, As built Report
11/15/90	Laidlaw	Oil Rec-Q		3 Q 90
11/19/90	Laidlaw	GW-Q	ALL	4 Q 90
11/30/90	UPRR	Discharge	x	Ninety Day Compliance Report, Discharge Permit 88-002, LV-RS-2
01/08/91	Laidlaw	WRK-PLN	x	Proposed Workplan Monitor Well Installation Recovery Trench Design and Installation
03/06/91	Laidlaw	GW-Q	ALL	1 Q 91
07/22/91	Laidlaw	GW-Q	ALL	2 Q 91
09/18/91	Laidlaw	GW-Q	ALL	3 Q 91

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
09/30/91	Laidlaw	RAP	L2, L5, L6	RAP Lead Contaminated Soils
09/30/91	KLEINF	GEO-TECH	x	Geotechnical Investigation, Ogden Avenue Underpass and Bonneville Avenue Railroad Bridge
10/17/91	Laidlaw	Workplan	ALL	Site Remediation Worklan
11/15/91	Laidlaw	WRK-PLN	x	Eastbound Hydrocarbon Recovery System
11/15/91	Laidlaw	AS-BUILT	x	Westbound Hydrocarbon Recovery System As Built Construction Report
11/26/91	Laidlaw	GW-Q	ALL	4 Q 91
12/10/91	KLEINF	GEO-TECH	x	Geo-tech Investigation Ogden Avenue Underpass And Bonneville Avenue Railroad Bridge
02/14/92	Laidlaw	IN-SITU-BIO	ROW	In Situ Remediation of Hydrocarbon Contaminated Soils at The UPRR LVRY Feasability Study
02/14/92	Laidlaw	XRF	x	Summary Report of Xrf Calibration Procedure for USPCI At the UP Freight Yard
05/05/92	Laidlaw	GW-Q	ALL	1 Q 92
05/29/92	Laidlaw	SUM	ALL	Field Report, CAL/NEV Pipeline Installation Removal and Soil Excavation
06/05/92	Laidlaw	RAP	ALL	Final Remedial Action Plan for Petrolium Hydrocarbon Contaminated Soil
07/31/92	Laidlaw	GW-Q	ALL	2 Q 92
08/18/92	Laidlaw	RAP	ALL	Addendum to the Final RAP for Petrrolium Hydrocarbon Contaminated Soil
08/18/92	Laidlaw	CLOSE	L5	606/Trestle Diesel Spill Area 606
09/09/92	Laidlaw	CLOSE	L5	Shoofly Construction Area
09/15/92	Laidlaw	CLOSE	L6	Pit #224
09/24/92	Laidlaw	CLOSE	L5	South Shoofly Construction Area
10/08/92	Laidlaw	CLOSE	L6	Clark County Nevada, Property
11/02/92	Laidlaw	CLOSE	L6	Addendum, Clark County Nevada, Property
11/04/92	KLEINF	SITE-ASMT	L6	Limited Site Assessment, Proposed Clark County Govemment Center
01/19/93	KLEINF	SITE-ASMT		Limited Environmental Site Assessment, Main Street Storm Drain, Ogden Underpass & Roadway
02/09/93	Laidlaw	QA	x	Quality Assurance Project plan for USPCI Remedial Services Mobile Laboratory
02/19/93	Laidlaw	GW-Q	ALL	4 Q 92
02/19/93	Laidlaw	GW-Q	ALL	3 Q 92
02/22/93	BB&A	COR-ACT	x	CALNEV/UPRR Station Corrective action Letter Report
03/04/93	Laidlaw	UST	P4A	UST Removal at the Bonneville Ave Underpass Site
03/10/93	Laidlaw	CLOSE	ROW	Southern Portion of the eastbound fueling area
03/11/93	Laidlaw	WRK-PLN	xROW	Workplan Eastbound Fueling Area Mainline Recovery System
03/24/93	Laidlaw	QA	x	Quality Assurance Project plan for USPCI Remedial Services Mobile Laboratory
03/25/93	Laidlaw	CLOSE	L4	Northern portion of the Day Storage Tank Area
03/25/93	Laidlaw	GW-Q	ALL	1 Q 93
04/14/93	Laidlaw	DSGN	X	Fuel Storage and Diesel Shop Down Gradient Recovery Systems
04/23/93	KLEINF	GEO-TECH	x	Slope Stability Analysis Ogden Underpass
04/23/93	KLEINF	GEO-TECH	x	Geotechnical Investigation, Bonneville Avenue Extension
05/03/93	Laidlaw	CLOSE	L5	Eastern Portion of The Wash Track Area
05/05/93	Laidlaw	CLOSE	L3 & L5	Evaporation Pond Area
05/05/93	Laidlaw	CLOSE	L5	Isolated Excavation At B-82 Railroad Car Cleaning Area
05/21/93	Laidlaw	CLOSE	L5	Isolated Excavations, eastern Portion of Fuel Storage Area
05/21/93	Laidlaw	CLOSE	L2, L5, L6	Addendum to Remedial Action Plan, Lead Contaminated Soils
06/07/93	Laidlaw	CLOSE	ROW	East of Diesel Shop Area
06/17/93	Laidlaw	DSGN	x	Westbound Fueling Area, Downgradient Recovery System

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
06/21/93	Laidlaw	SOP	ALL	Soil Sample Collection After Thermal Treatment
06/30/93	Laidlaw	CLOSE	L5	Southern Portion of the Day Storage Tank Area
07/06/93	Laidlaw	CLOSE	ROW	Addendum, East of Diesel Shop Area
07/20/93	Laidlaw	GW-Q	ALL	2 Q 93
07/21/93	Laidlaw	Ogden Inj-Q		2 Q 93
07/29/93	Laidlaw	RFP	x	Diesel Shop Down-Gradient and Eastbound Mainline Recovery System Installation
08/02/93	Laidlaw	MTRU	ALL	MTRU Confirmation Sample Data, Startup of Operation Through June 27, 1993
09/01/93	Laidlaw	WRK-PLN	L5	Diesel Shop Area Workplan, Sampling for VOC Impacted Soils
09/13/93	Laidlaw	CLOSE	L5	Western Portion of the Wash Track Area
09/21/93	Laidlaw	CLOSE	ROW & L4	Eastbound Fueling Area, North of Ogden Underpass
09/21/93	Laidlaw	CLOSE	L3 & L5	Evaporation Ponds Area
10/08/93	Laidlaw	CLOSE	L5 & L6 & ROW &	Lead Phase II
10/12/93	Laidlaw	GW-Q	ALL	3 Q 93
10/15/93	Laidlaw	CLOSE	L2 & L5	Lead Phase III
10/15/93	Laidlaw	SOP	x	A Quality Assurance Standard, SOP's for Environmental Monitoring at The MTRU
10/20/93	Laidlaw	CLOSE	L3 & L5	Addendum, Evaporation Ponds Area
10/20/93	Laidlaw	CLOSE	L5	Addendum, Western Portion of the Wash Track Area
10/22/93	Laidlaw	Ogden Inj-Q	Off-Site	3 Q 93
11/02/93	Laidlaw	RFP	x	RFQ Westbound Downgradient, Recovery System Installation
11/22/93	Laidlaw	CLOSE	L5 & L6 & ROW &	Addendum Lead Phase II
12/07/93	Laidlaw	CLOSE	ROW	Western Portion of the East of Diesel Shop Area
12/07/93	Laidlaw	CLOSE	ROW & L4	Addendum, Eastbound Fueling Area, North of Ogden Underpass
12/07/93	Laidlaw	CLOSE	P1 & P2	Westbound Fueling Area East of Mainline Tracks
12/09/93	Laidlaw	CLOSE	L5	Southern Extension of the Day Storage Tank Area
12/13/93	HL&A	SITE-ASMT	x	Subsurface site assessment, Texaco Service Station, 224 North main Street
12/17/93	Laidlaw	CLOSE	L5	Diesel Shop VOC Sampling Summary
12/17/93	Laidlaw	SUM	L5	Summary report- Volatile Organic Compound Sampling, Diesel Shop Area
12/27/93	Laidlaw	CLOSE	L2 & L5	Modification Lead Phase III
12/27/93	Laidlaw	CLOSE	L3 & L5	Addendum, Evaporation Ponds Area
12/27/93	Laidlaw	CLOSE	L2 & L5	Modification to Addendum to Lead Remedial Action Plan, Report of Phase 3 Remediation
01/18/94	Laidlaw	SEMI		Semi-Annual Compliance Report, June 3-93 through Jan 10-94
01/20/94	Laidlaw	Ogden Inj-Q		4 Q 93
01/22/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Fourth Quarter 1993 Monitoring Report
01/26/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfer Dioxide Continuous monitoring System Fourth Quarter Report
02/01/94	Laidlaw	GW-Q	ALL	4 Q 93
02/01/94	Laidlaw	O&M	x	Central Treatment operation & Maintenance Manual
03/04/94	Laidlaw	CLOSE	L2 & L5	Supplement Lead Phase III
03/04/94	Laidlaw	CLOSE	ROW & L4	Additional Information, Eastbound Fueling Area
03/22/94	HL&A	COR-ACT	x	Corrective Action plan, Texaco Service Station, 224 North Main Street
03/30/94	Laidlaw	SUM	L4	Thin Seam Hydrocarbon Report
03/31/94	Laidlaw	CLOSE	ROW	Additional Information East of Diesel Shop Area
04/11/94	Laidlaw	O&M	X	Westbound Treatment operation & Maintenance Manual

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

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04/15/94	Laidlaw	GW-Q	ALL	1 Q 94
04/21/94	Laidlaw	Ogden Inj-Q		1 Q 94
04/22/94	Laidlaw	AS-BUILT	X	As-Built Construction Report, Diesiel Shop Down Gradient and Eastbound recovery Systems
04/24/94	Laidlaw	MTRU	ALL	MTRU Confirmation Sample Data, June 28, 1993 Through December 31, 1993
04/25/94	Laidlaw	SUM	L5	Vertical limits of Excavation in The Fuel Storage Area
05/02/94	KLEINF	ASB-ASMT	L5	Limited Asbestos Assessment and Shallow Soil Sampling Report, Former Roundhouse site
05/02/94	KLEINF	ASB-ASMT	L5	Limited Asbestos Assessment and Shallow Soil Sampling Report, Former Roundhouse Site
06/10/94	Laidlaw	RFP	x	Request for Proposal for UPRY LV, NV Roundhouse Asbestos Abatement
06/23/94	Laidlaw	SEMI		Semi-Annual Compliance Report, January 10-94 through June 7-94
07/05/94	Laidlaw	Ogden Inj-Q		2 Q 94
07/06/94	Laidlaw	GW-Q	ALL	2 Q 94
07/08/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Second Quarter 1994 Monitoring Report
07/29/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous monitoring System Second Quarter Report
08/15/94	Laidlaw	CLOSE	L4	Excavation West of Mainline Tracks, Eastbound Fueling Area
09/14/94	Laidlaw	WRK-PLN	ROW	Workplan - In Situ Bioremediation Pilot Study
09/21/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Third Quarter 1994 Monitoring Report
09/27/94	Laidlaw	GW-Q	ALL	3 Q 94
09/28/94	Laidlaw	CLOSE	L5	Southern Extension of the Evaporation Ponds Area
09/28/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils East of Diesel Shop Area
10/11/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Easternn Fuel Storage Area
10/17/94	Laidlaw	Ogden Inj-Q		3 Q 94
10/29/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous Monitoring System Third Quarter Report
10/31/94	Laidlaw	CLOSE	P1 & P2 & L6	Westbound Fueling Area
11/09/94	Laidlaw	CLOSE	L5	Final Closure Report UST Removal Fuel Storage Area Remediation Site
11/09/94	Laidlaw	UST	L5	Final Closure Report Underground Storage Tank Removal, Fuel Storage Area Remediation Site.
11/09/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Diesel Shop Area
11/17/94	Laidlaw	CLOSE	ROW & L4	Hydrocarbon Impacted Soils Eastbound Fueling Area
11/18/94	Laidlaw	UST	L5	Ust Removal Fuel Storage Remediation Site
11/18/94	Laidlaw	CLOSE	L5	Amended Plate 1, Eastern Fuel Storage Area
11/18/94	Laidlaw	CLOSE	L5	Ammended Plate 1 Diesel Shop Area
11/21/94	Laidlaw	CLOSE	P1 & P2 & L6	Addendum, Westbound Fueling Area (WBFA), Sampling The Clark County and WBFA Boundary
11/23/94	Laidlaw	CLOSE	L5	Chlorotoluene Impacted Soils, Diesel Shop Area
11/28/94	Laidlaw	MTRU		Final MTRU Confirmation Sample Data, January 1, 1994 Through September 28, 1994
12/15/94	Laidlaw	CLOSE	L5	Former MTRU Site and Former Stockpile Area
12/15/94	Laidlaw	Ogden Inj-Q		4 Q 94
12/15/94	Laidlaw	GW-Q	ALL	4 Q 94
12/19/94	Laidlaw	AS-BUILT	x	As-built Construction Report, Westbound Downgradient Recovery System
12/28/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Fuel Storage Area
01/16/95	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Fourth Quarter 1994 Monitoring Report
01/20/95	Laidlaw	SEMI		Semi-Annual Compliance Report, June 7-94 through Jan 16-95
04/06/95	Laidlaw	IN-SITU-BIO	ROW	In Situ Bioremediation Pilot Study Evaluation Report
04/13/95	Laidlaw	SITE-CHAR	P 001 & 002	Site Characturizat[illegible] UP Parcels 139-34-302-001 and 139-34-302-002

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
04/26/95	Laidlaw	Ogden Inj-Q		1 Q 95
04/26/95	Laidlaw	GW-Q	ALL	1 Q 95
05/16/95	Laidlaw	WRK-PLN	xL4,L5 & ROW	Monitor Well Instalation
05/24/95	Laidlaw	CLOSE	L5	Request for Conditional Closure Excavation of Hydrocarbon Impacted Soils Fuel Storage Area
07/20/95	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Second Quarter 1995 Monitoring Report
07/28/95	Laidlaw	Ogden Inj-Q		2 Q 95
07/30/95	Laidlaw	SEMI		Semi-Annual Compliance Report, Jan 16-95 through June 12-95
07/31/95	Laidlaw	GW-Q	ALL	2 Q 95
10/20/95	Laidlaw	GW-Q	ALL	3 Q 95
10/30/95	Laidlaw	Ogden Inj-Q		3 Q 95
10/30/95	Laidlaw	BIO	ROW	In Situ Bioremediation Extended Pilot Study Evaluation Report
11/16/95	Laidlaw	SUM	ROW	Westbound Fueling Area, A Through K Exception Report
01/30/96	Laidlaw	GW-Q	ALL	4 Q 95
01/30/96	Laidlaw	Ogden Inj-Q		4 Q 95
02/07/96	Laidlaw	SEMI		Semi-Annual Compliance Report, June 12-95 through Dec 28-95
04/26/96	Laidlaw	Ogden Inj-Q		1 Q 96
04/26/96	Laidlaw	GW-Q	ALL	1 Q 96
05/30/96	Laidlaw	CLOSE	ROW & L4	EASTBOUND FUELING AREA, ADD'L INFORMATION, REMEDIAL TARGET 3
07/26/96	Laidlaw	SEMI		Semi-Annual Compliance Report, December 28-96 through June 27-96
07/26/96	Laidlaw	Ogden Inj-Q		2 Q 96
07/29/96	Laidlaw	GW-Q	ALL	2 Q 96
08/01/96	Laidlaw	INV & SAP	ALL	Mon. Well Installation Summary & Recommendations for a Revised Sampling and Analysis Plan
08/22/96	Laidlaw	INV	L5	Bonneville Ave. Underpass - Impact of Dewatering on Groundwater Remediation

BB&A = Broadbent & Associates, D&M = Dames & Moore, HL&A = Harding Lawson & Associates, KLEINF = Kleinfelder

	USPCI	GW-Q	2 Q 95
	USPCI	Ogden Inj-Q	2 Q 95
	USPCI	GW-Q	3 Q 95
	USPCI	Ogden Inj-Q	3 Q 95
	USPCI	GW-Q	4 Q 95
	USPCI	Ogden Inj-Q	4 Q 95
	USPCI	Compliance	Semi-Annual Compliance Report, 1-16-95 - 6-12-95, City of LV Wastewater Contribution
	USPCI	Compliance	Semi-Annual Compliance Report, 6-12-95 - 12-??-95, City of LV Wastewater Contribution
	USPCI	MAP	Impacted Soil Remaining At Depth
O&M		All reports relating to Operations and Maintenance	
UST		All reports relating to the removal, sampling and remediation of Underground Storage Tanks	
CLOSE		Any report which requests or is related to the closure or conditional closure of an area	
INV		Investigative reports and findings	
PH-1		Phase 1	
PH-2		Phase 2	
PH-3		Phase 3	
Q		A report which is submitted to the appropriate agency on a Quarterly basis	

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
INT		An Interem report		
$-EST		A report dealing with the Cost Estimate to complate a task or project		
APP		Appendices		
SITE-ASMT		Site Assessment		
PRELIM		A Preliminary report of any kind		
CHAR		A Characterization report		
SEMI		A report which is submitted to the appropriate agency on a Semiannual basis		
BIO		Any report relating to the Bioremediation of impacted soils or groundwater		
GEO-TECH		Any report dealing with Geotechnical Analysis of soils related to construction activities		
ASB		Any report which specifically addresses Asbestos remediation or investigation		
Pb		Any report which specifically addresses Lead remediation or investigation		
GW		Any report which contains information about Grounwater		
IN-SITU		Any report dealing whith In-Place or In-Situ treatment or treatment alternatives		
SUM		A Summary report of completed activities or findings		
WRK-PLN		A Workplan for future activities		
PROPOS		A Proposal		
FIN		A Final report of any kind		
SUP		A Suplimental report, usually writen as an addendum for an existing report		
ENG		An Engineering report which adresses a structure or mechanical devise		
DSGN		A report of the Design of a mechanical devise		
RFP		Request for Proposal, Bid, or Quote		
AS-BUILT		The specifications of a structure or system as it actually exists following instalation		
QA		Any report which addresses methods and sugested policies which result in Quality Assurance		
SAP		Sampling and Analysis Plan		

STATE OF NEVADA
BOB MILLER
Governor

PETER G. MORROS
Director

L. H. DODGION
Administrator

Administration	(702) 687-4670
Air Quality	687-5065
Mining Regulation and Reclamation	687-4670
Waste Management	687-5872
Federal Facilities	687-3880
Wastewater Treatment Services	687-5870
Water Permits and Compliance	687-4670
Water Quality Planning	687-4670
FAX	885-0868

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

123 W. Nye Lane

Carson City, Nevada 89710

September 10, 1991

William Wimmer
Assistant Vice President
Environmental Management
Union Pacific Railroad
1416 Dodge Street - Room 930
Omaha, NE 68179

RE: Las Vegas, Nevada, Yard Cleanup

Dear Mr. Wimmer:

The Nevada Division of Environmental Protection (NDEP) has reviewed the Union Pacific Railroad's (UPRR) recent proposed action level for the cleanup of Total Petroleum Hydrocarbons (TPH). Based on the data and information provided and discussions with Rick Eades, the NDEP is requiring adherence to the following stipulations.

The NDEP will require UPRR to:

1. - Remediate all soil with TPH values in excess of 100 mg/kg from ground level to 2 ½ feet. The UPRR will be required to remediate the soil directly below the rail tracks during future track maintenance and repair. Immediate action on the impacted soil directly under the tracks is not directed, yet adherence to the clean-up stipulations outlined in this letter will be required. Other impacted soil not directly under the tracks will be required to adhere to the stipulations contained in this letter; and;

   - remediate all soil with TPH values in excess of 10,000 mg/kg, irregardless of the depth, and;

   - remediate all soil excavated during the remediation of the soils greater than 10,000 mg/kg, to a TPH value of less than 100 mg/kg, and;

- provide as per the March 13, 1991 meeting, a guarantee to be approved by NDEP, that soils excavated during future construction which have TPH levels in excess of 100 mg/kg (TPH) attributable to Union Pacific's past occupancy, will be disposed of by the railroad. This obligation also applies to ground water contamination encountered in future development that is attributable to Union Pacific's past use.

2. - Provide written documentation stating UPRR is the responsible party on environmental contamination of soils and groundwater.

3. - Initiate a pilot program to determine the feasibility for an in-situ remediation project on the hydrocarbon contaminated soil left in place.

4. - Negotiate and establish a written agreement with the City of Las Vegas for the monitoring and enforcement of future remediation activities that are attributed to UPRR past activities.

In regards to the other on going and proposed remediation activities on the other contaminates, solvent and lead, the NDEP understands the following:

- In the UPRR letter of November 26, 1990, UPRR agreed to remediate the soil and groundwater contaminated with chlorinated and non-chlorinated solvents. The NDEP is awaiting this remediation plan and informational data, per the request made by the NDEP on August 29, 1990.

- In the NDEP letter to UPRR dated June 24, 1991, the NDEP responded to the proposed lead remediation plan submitted on April 17, 1991. The NDEP provided comments on the plan and is awaiting a revised plan for remediation.

- Currently, there are two free product recovery systems in place and operational. Modification to the westbound recovery system is currently being done per Mr. Jim Moran, USPCI, during the meeting of August 14, 1991. It is the understanding of the NDEP that the recovery systems for the area designated as the fuel farm area, is being designed and is considered to be of high priority by the NDEP, August 29, 1990 letter. The NDEP will require a written status report and schedule for the design, installation and operation of the free product recovery systems by October 11, 1991.

- The NDEP will require that the free product recovery systems operate with the goal of reducing free product to a thickness of ½ inch or less as measured in the formation, per the Nevada Administrative Code. Adherence to the current NAC is mandated since no agreed to remediation plan has been executed at this time.

Sincerely,

L.H. Dodgion, P.E.
Administrator

LHD/JNN:klh

cc: H.L. Rosse, NDEP
A. Biaggi, NDEP
D. Gross, NDEP
B. Noonan, City Manager, City of Las Vegas
P. Shalmy, County Manager, Clark County
C. Judkins. Clark County Health District
R. Eades, UPRR
Gary Papek, UPRR
Jim Moran, USPCI
Rick Stout, Dames and Moore
R. Broadbent, Broadbent & Associates

EXHIBIT E

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
_____

MAIL TAX STATEMENTS TO:

_____
_____
_____
_____
_____

(Space above line for
Recorder's use only.)

GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, ("Grantor"), grants to PLY STADIUM PARTNERS, INC., a Nevada corporation ("Grantee"), all of its right, title, and interest, in and to that certain real property (the "Property") situated in the City of Las Vegas, County of Clark, State of Nevada, described in Exhibit 1 attached hereto and incorporated by reference.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Grantor under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use thereof by Grantee, its successors or assigns.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;

B. All matters which would be revealed or disclosed by a physical inspection of the Property;

C. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and

D. Zoning ordinances and regulations and any other laws, ordinances, notices, orders and other governmental regulations and restrictions affecting the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect.

ENVIRONMENTAL PROVISIONS:

(a) Grantor hereby gives notice that portions of the Property are currently affected by contamination of the soil and groundwater. Therefore, Grantee (and its successors in title to the Property) should contact the State of Nevada Division of Environmental Protection (or its successor agency with jurisdiction to require clean up, correction, or other remediation of soil or groundwater contamination) prior to commencement of any building, construction or excavation activities on the Property in order to obtain information on past remediation or any necessary approvals for protective measures to be taken in conducting any such activities.

(b) Grantor (for itself and its successors and assigns) hereby covenants and agrees, for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to petroleum hydrocarbon contamination existing as of the date of this deed, Grantor shall (i) replace with clean soil and dispose of in accordance with law all soils on the Property excavated in the course of construction activity which contain total petroleum hydrocarbon levels in excess of one hundred (100) milligrams per kilogram, and (ii) remove and/or remediate in accordance with law any petroleum product in free or liquid phase that is present on or in the groundwater under the Property in an amount of excess of one-half inch (½") in depth.

(c) Grantor (for itself and its successors and assigns) hereby covenants and agrees for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to heavy metals contamination existing as of the date of this deed, Grantor shall clean up, correct, or otherwise remediate all soils and waters located on or emanating from the Property from any contamination by heavy metals, including lead to a level of no more than 1400 milligrams per kilogram, to standards and in accordance with procedures now or in the future set by the governmental agency or agencies having jurisdiction over the establishment of such standards.

(d) The foregoing covenants and agreements are in addition to, and not in limitation of, any other environmental contamination or other obligations or liabilities of Grantor or Grantee regarding the Property existing by virtue of express contract (including, without limitation, that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, by and

between Grantor and Grantee, identified in the records of Grantor as UPRC Document No. 1-1329-29, Audit No. _____), or under applicable governmental laws, statutes, rules, regulations, ordinances or orders. No authority or power of any sort of the State of Nevada or obligation of Grantor to complete off-site remediation is waived or in any way affected by this provision.

LANDSCAPING COVENANT: The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Grantor's Parkway Center ownership. Until such time as all of the Property is developed and landscaping in connection therewith is installed, Grantee agrees that Grantor may continue to maintain such landscaping and to operate the irrigation equipment, and that Grantee shall reimburse Grantor for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Grantee may eliminate such irrigation facilities, provided that it does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. If Grantee transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

PARTICIPATION IN STAGE TWO IMPROVEMENTS:

(a) Grantee acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

(i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on Exhibit 2;

(ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on Exhibit 3;

(iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on Exhibit 4.

(b) if requested by Grantor or the City of Las Vegas, Grantee agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Grantor and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Grantee agrees that

Grantee's share (including Grantee's contribution required by and governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Grantor and the City of Las Vegas. If Grantee is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Grantee shall reimburse Grantor and other property owners, on a proportionate basis, to the extent of Grantee's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Grantee pursuant to the foregoing shall be Three Million Dollars ($3,000,000.00) in the aggregate.

All covenants described above are intended to be running covenants, burdening and benefiting the parties' successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant, Bargain and Sale Deed as of _____, 199__.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

_____(Seal)
Assistant Secretary

By:_____
Its:_____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

EXHIBIT 1 TO EXHIBIT E

LEGAL DESCRIPTION OF PROPERTY

FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT F

CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, PLY STADIUM PARTNERS, INC., a Nevada corporation, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 13-6400825; and

3. UNION PACIFIC RAILROAD COMPANY'S office address is 1416 Dodge Street, Omaha, Nebraska 68179, and place of incorporation is Utah.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

UNION PACIFIC RAILROAD COMPANY

By:_____
Title:_____
Date:_____

EXHIBIT G

MEMORANDUM OF REPURCHASE OPTION

THIS MEMORANDUM OF REPURCHASE OPTION is made this _____ day of _____, 199__, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UPRR") and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("PLY"), for the purpose of evidencing of record that UPRR has the option to repurchase ("Repurchase Option") the real property described in Exhibit 1 attached hereto and hereby made a part hereof pursuant to Section 10.1 of that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, between PLY and UPRR (the "Agreement"). The Repurchase Option becomes effective only if certain work of construction is not commenced on such real property on or before _____, __, 1999, and must be exercised, if at all, on or before _____ __,2000, with both dates subject to extension as provided in the Agreement.

Additional terms and conditions of the Repurchase Option are set forth in the Agreement.

This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Agreement, and in the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

Witness:

_____

UNION PACIFIC RAILROAD COMPANY, a Utah corporation

By:_____
Its:_____

Witness:

_____

PLY STADIUM PARTNERS, INC., a Nevada corporation

By:_____
Its:_____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

STATE OF TEXAS)
) ss.
COUNTY OF _____)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of PLY STADIUM PARTNERS, INC., a Nevada corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

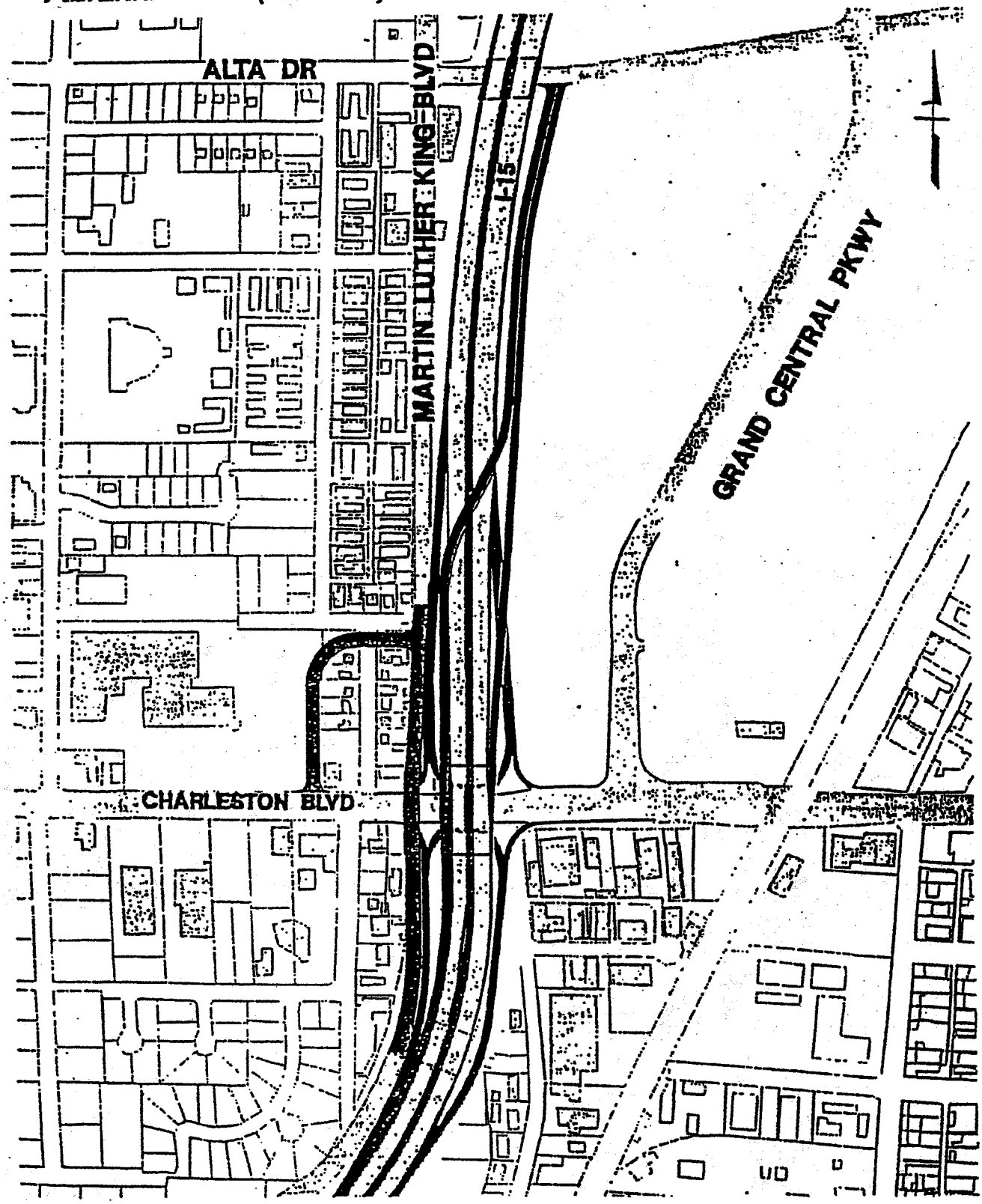
WITNESS my hand and official seal.

_____
Notary Public

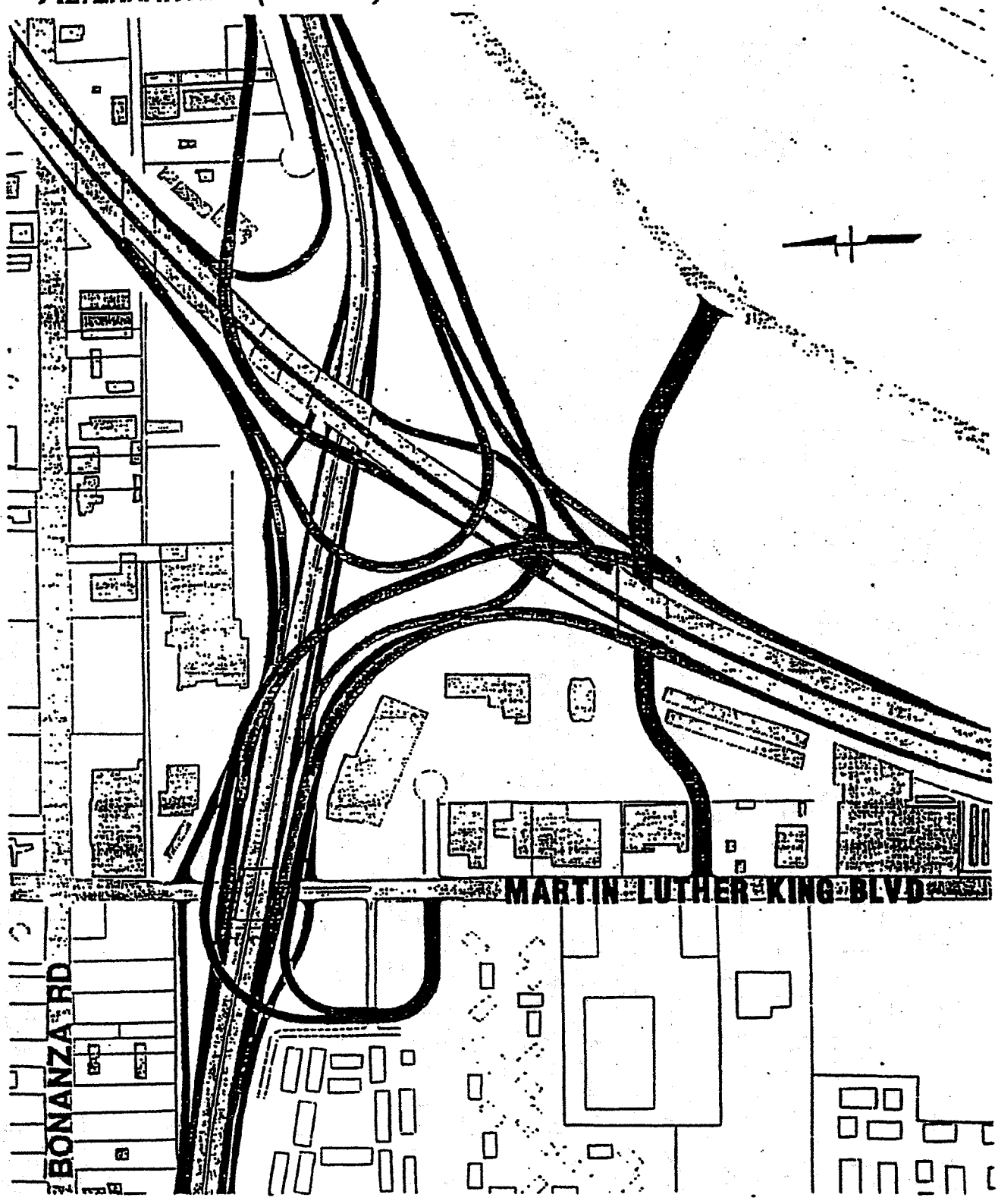
(SEAL)

EXHIBITS H-1, H-2 and H-3

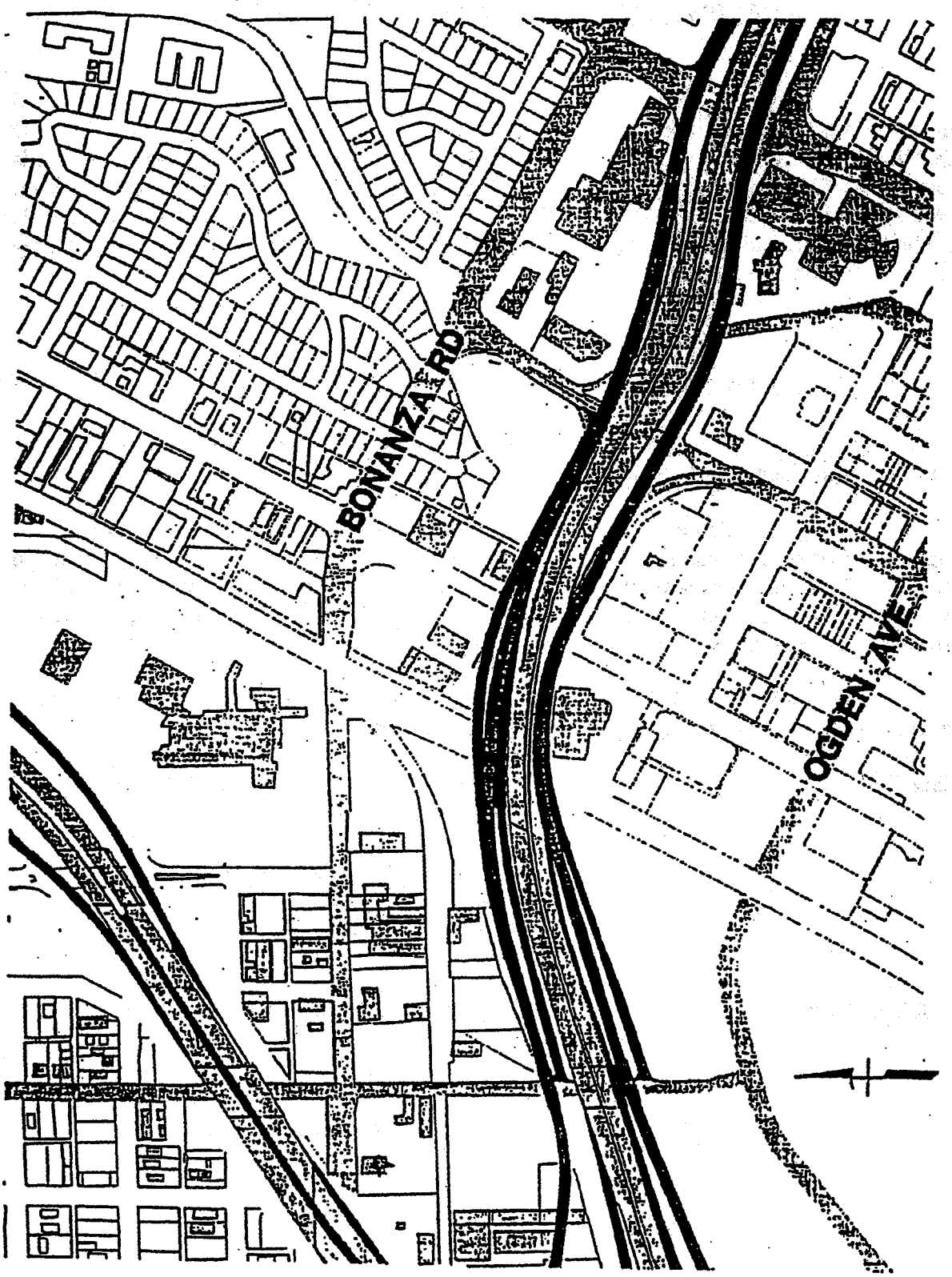
ALTERNATIVE 6 (REFINED) - I-15 / CHARLESTON BOULEVARD



ALTERNATIVE 6 (REFINED) - CORE INTERCHANGE



ALTERNATIVE 6 (REFINED) - EAST LEG



AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT is made and entered into as of the 30th day of October, 1996, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Seller"), and PLY STADIUM PARTNERS, INC., a Nevada corporation ("Purchaser"), and amends that certain Purchase and Sale Agreement dated October 21, 1996, identified in the records of Seller as Document No. 1-1329-29 (the "Agreement"), for the sale and purchase of certain real property located in Las Vegas, Clark County, Nevada, more particularly described therein (the "Sale Parcel").

****

IT IS MUTUALLY AGREED by and between Seller and Purchaser as follows:

Section 1. The Closing Date, as defined in Section 7.2(a) of the Agreement, is hereby extended to and including November 15, 1996.

Section 2. This Amendment is supplemental to the Agreement, and nothing herein contained shall be construed as amending or modifying the same, except as herein specifically provided. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail. Except as expressly provided herein, all of the terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Purchase and Sale Agreement as of the date first above written.

SELLER:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: _____
Title: Assistant Vice President

PURCHASER:

PLY STADIUM PARTNERS, INC., a Nevada corporation

By: _____
Its: Pres

AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT is made and entered into as of the 30th day of October, 1996, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Seller"), and PLY STADIUM PARTNERS, INC., a Nevada corporation ("Purchaser"), and amends that certain Purchase and Sale Agreement dated October 21, 1996, identified in the records of Seller as Document No. 1-1329-29 (the "Agreement"), for the sale and purchase of certain real property located in Las Vegas, Clark County, Nevada, more particularly described therein (the "Sale Parcel").

****

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Purchase and Sale Agreement as of the date first above written.

SELLER:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: _____
Title: Assistant Vice President

PURCHASER:

PLY STADIUM PARTNERS, INC., a Nevada corporation

By: _____
Its: Pres

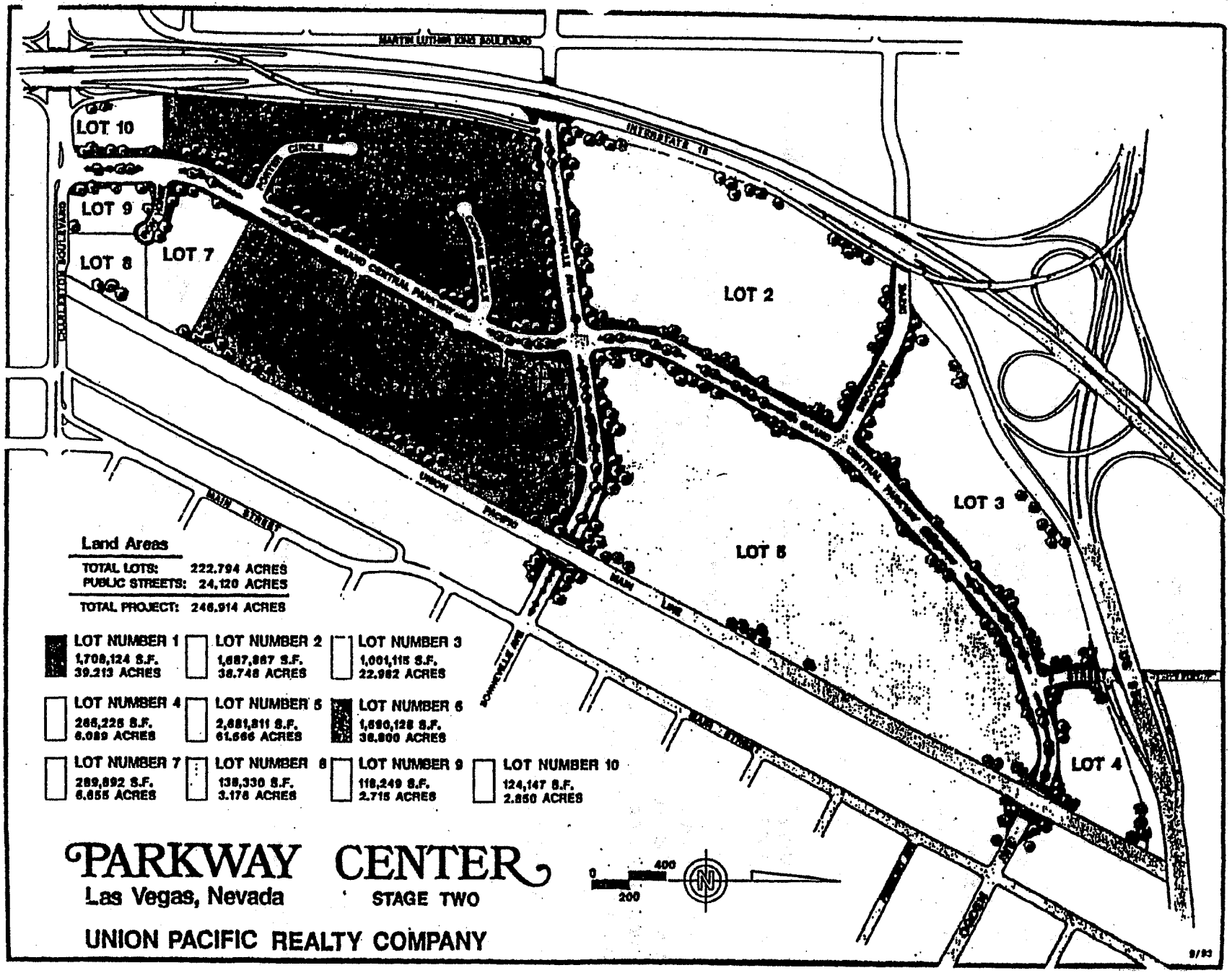

MARTIN LUTHER KING BOULEVARD
INTERSTATE 15
LOT 10
LOT 9
LOT 8
LOT 7
LOT 2
LOT 3
LOT 5
LOT 4
CIRCLE
GRAND CENTRAL PARKWAY
CIRCLE
BONNEVILLE AVE
BROADWAY
DRIVE
CIVIC CENTER BOULEVARD
UNION
PACIFIC
MAIN STREET
MAIN LINE
BONNEVILLE AVE
Land Areas
TOTAL LOTS: 222.794 ACRES
PUBLIC STREETS: 24.120 ACRES
TOTAL PROJECT: 246.914 ACRES
LOT NUMBER 1
1,708,124 S.F.
39.213 ACRES
LOT NUMBER 2
1,687,867 S.F.
38.748 ACRES
LOT NUMBER 3
1,001,115 S.F.
22.982 ACRES
LOT NUMBER 4
266,226 S.F.
6.089 ACRES
LOT NUMBER 5
2,681,811 S.F.
61.566 ACRES
LOT NUMBER 6
1,690,128 S.F.
38.800 ACRES
LOT NUMBER 7
289,892 S.F.
6.655 ACRES
LOT NUMBER 8
138,330 S.F.
3.176 ACRES
LOT NUMBER 9
118,249 S.F.
2.715 ACRES
LOT NUMBER 10
124,147 S.F.
2.850 ACRES
PARKWAY CENTER
Las Vegas, Nevada
STAGE TWO
UNION PACIFIC REALTY COMPANY
0
400
200
N
9/93

EXHIBIT A-2

LEGAL DESCRIPTION OF PROPERTY

LOT FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

MEMORANDUM OF RIGHTS

THIS MEMORANDUM OF RIGHTS is made this _____ day of _____, 1996, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UPRR"), and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("PLY"),for the purpose of evidencing of record that UPRR has rights (collectively, the Rights") to (1) a portion of the proceeds from certain transfers of the real property (the "Property") described in Exhibit 1 attached hereto and hereby made a part hereof, (2) payment of Ten Million Dollars upon substantial completion of a sports/entertainment stadium or convention center on the Property, and (3)reimbursement for certain environmental remediation costs, all pursuant to Section 2.3 of that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, between PLY and UPRR (the "Agreement").

Additional terms and conditions of the Rights are set forth in the Agreement.

This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Agreement, and in the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

Witness:

_____

UNION PACIFIC RAILROAD COMPANY, a Utah corporation

By:_____
Its:_____

Witness:

_____

PLY STADIUM PARTNERS, INC., a Nevada corporation

By:_____
Its:_____

10/15/96

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of PLY STADIUM PARTNERS, INC., a Nevada corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

EXHIBIT C

PARKWAY CENTER

PROPERTY MATERIALS LIST

AUGUST 31, 1995

PROPERTY DESCRIPTION:		Lot 5 of Parkway Center, Las Vegas, Nevada
1.	(X) RECORDED MAPS:	Plat of Parkway Center Recorded in Clark County, Nevada August 13, 1992 in Book 53, Page 61
2.	(X) IMPROVEMENT PLANS:	1. "Parkway Center, a Development of Union Paific Realty Company" dated February 10, 1994 consisting of 69 sheets, by Baughman & Turner 2. "Parkway Center Landscape, Irrigation, Hardscape" dated July 6, 1993 consisting of 61 sheets by BWA
3.	(X) TITLE REPORT:	Preliminary Report by Old Republic Title Co. dated August 8, 1995
4.	(X) TAXES:	See Preliminary Title Report
5.	(X) ASSESSMENTS:	See Preliminary Title Report
6.	(X) DESIGN GUIDELINES:	Pending
7.	(X) GEOTECHNICAL REPORTS:	Subgrade Soils Investigation, Parkway Center dated June 2, 1992 by Converse Consultants
8.	(X) ENVIRONMENTAL REPORTS:	See Exhibit "X"

EXHIBIT X TO EXHIBIT C

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS

1. Report
Phase II Sampling and Analysis Program
Property adjacent to Union Pacific Railroad Yard
Las Vegas, Nevada
for Union Pacific Corporation

Dames & Moore Job No. 16922-001-042
Santa Barbara, California
April 8, 1988

2. Final Report
Preliminary Site Assessment
Property adjacent to Union Pacific Railroad Yard
Las Vegas, Nevada
For Union Pacific Realty Company

Dames & Moore Job No. 16515-003-042
Santa Barbara, California
April 12, 1988

3. Final Report
Preliminary Site Assessment
Union Plaza Hotel and Casino
Greyhound Bus Station, and Parcels 10 and 11 and Field Investigation
Parcels 11, 12, 14, 15 and 19
Las Vegas, Nevada
For Union Pacific Land Resources Corporation

Dames & Moore Job No. 00173-044-042
Santa Barbara, California
February 28, 1989

4. Executive Summary
Preliminary Site Assessment and Field Investigation
Union Pacific Realty Company properties located adjacent to
Union Pacific Railroad Company Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
May 12, 1989

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS
Page 2

5. Final Report
Phase I Environmental Assessment of Union Pacific Realty Las Vegas Properties
Las Vegas, Nevada
UPRC Property No. 320120003

Tetra Tech, Inc.
Pasadena, California
August 1989

6. Monitoring Wells and Sampling Analysis
Union Pacific Railroad Company
Las Vegas Railroad Yard
Las Vegas, Nevada

Western Technologies Inc. Project No. 4127J016
3611 West Tompkins Avenue
Las Vegas, Nevada 89103
(702) 798-8050
March 16, 1987

7. Report
Off-Site Evaluation
Union Pacific Railroad Yard
Las Vegas, Nevada
For Union pacific Railroad Company

Dames & Moore Job No. 00173-035-042
Santa Barbara, California
September 29, 1988

8. Executive Summary
Report of Environmental Activities
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
May 12, 1989

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS
Page 3

9. Final Report
Site Characterization Investigations and Recommended Remedial Action
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
July, 1989

10. Appendices A-S
Site Characterization Investigations and Recommended Remedial Action
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
July, 1989

11. Report
Additional Off-Site Evaluation
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
August 15, 1989

12. Report
Additional Off-Site Evaluation
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
September 8, 1989

13. Las Vegas, Hydrocarbon Recovery System
Design, East Bound Fueling Area
USPCI, Inc.
Denver, Colorado, 1989; revised January 5, 1990

14. Additional Documents - See Exhibit "Y"

EXHIBIT Y TO EXHIBIT X
TO EXHIBIT C
(6 Pages)

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
	KLEINF	GEO-TECH	x	Conditional Slope Stability Analysis, Ogden underpass, Ogden and Main Street
	Laidlaw	MAP	ALL	Impacted Soil Remaining At Depth
	Zenitech	Scientific report	x	X-Ray Florescence as an aid to Cleanup of Lead Contamination
12/18/79	Randle&ass	Test Holes	x	Exploratory Test Holes for Upland Industries
07/15/86	HS&Assoc	ENG	x	Union Plaza Hotel Code Compliance Report
03/16/87	W.Tech		x	Monitoring Wells and Sampling Analysis
03/16/87	W.Tech		x	Monitoring Wells and Sampling Analysis
06/19/87	D&M	INT	ALL	Progress Report, Phase I Preliminary site Characterization Investigation
10/15/87	D&M	$-EST	x	Final Report, Preliminary Cost Estimate, Remedial Action Program
11/04/87	D&M	APP	ALL	Appendices E-H D&M Job No. 00173-028-042
11/11/87	D&M	PH-1 & PH-2 SUM	ALL	Summary Report, Phase I and Phase II Site Characterization Investigations
02/19/88	D&M	WRK-PLN, PH-3	ALL	Workplan Phase III Site Characterization Investigation
04/08/88	D&M	WRK-PLN, PH-2		Report, Phase II Sampling and Analysis Program, Property adjacent to UPRR yard
04/12/88	D&M	PRELIM-SITE-ASMT		Property adjacent to UPRR Yard
06/19/88	D&M	PROPOS	P14,15 & 19	Proposal, Preliminary Site Assessment and Field Investigation of Parcels 14, 15 and 19
09/29/88	D&M	INV		Report, Off Site Evaluation,
02/28/89	D&M	PRELIM-SITE-ASMT	P10,11,12,14,15,1	Union Plaza, Bus Station, and Parcels 10 and 11 and Investigation, Parcels 11,12,14,15, and 19
05/12/89	D&M	PRELIM-SITE-ASMT		Union Pacific Realty Company Properties Located Adjacent to UPRR Yard
05/12/89	D&M	INT	ALL	Executive Summary, Report of Environmental Activities
07/15/89	D&M	FIN-SITE-CHAR-INV	ALL	Final Report, Site Characturization investigations and recomended Remedial Action
07/15/89	D&M	APP	ALL	Appendices A-S, Site Characterization and Recomended Remedial Action
08/16/89	Tetra	ASMT	x	Final Report, Phase I Environmental assessment of Union Pacific Realty Properties
08/16/89	D&M	SUP		Report, Additional off-site Evaluation
09/08/89	D&M	SUP		Report, Additional off-site Evaluation
09/15/89	D&M	ENG	x	Report R9 Building Review of One Main Street, Union Plaza Hotel and Parking Structure,
10/02/89	Laidlaw	Oil Rec-Q		3 Q 89
01/05/90	Laidlaw	DSGN	x	Hydrocarbon Recovery System Design, Eastbound Fueling Area
01/05/90	Laidlaw	DSGN	x	Hydrocarbon Recovery System Design, East Bound Fueling Area
01/10/90	Laidlaw	RFP	x	Eastbound Fueling Area interceptor Trench
01/29/90	Laidlaw	Oil Rec-Q		4 Q 89
04/30/90	Laidlaw	GW-Q	ALL	2 Q 90
06/15/90	BB&A	SITE-INV	x	Review of Criteria Reguarding Hydrocarbon Cintaminated Soil Relevant to the UPRY
08/16/90	Laidlaw	Oil Rec-Q		2 Q 90
08/17/90	Laidlaw	GW-Q	ALL	3 Q 90
10/23/90	Laidlaw	AS-BUILT	x	Eastbound Fueling Area Hydrocarbon Recovery Trench, As built Report
11/15/90	Laidlaw	Oil Rec-Q		3 Q 90
11/19/90	Laidlaw	GW-Q	ALL	4 Q 90
11/30/90	UPRR	Discharge	x	Ninety Day Compliance Report, Discharge Permit 88-002, LV-RS-2
01/08/91	Laidlaw	WRK-PLN	x	Proposed Workplan Monitor Well Installation Recovery Trench Design and Installation
03/06/91	Laidlaw	GW-Q	ALL	1 Q 91
07/22/91	Laidlaw	GW-Q	ALL	2 Q 91
09/18/91	Laidlaw	GW-Q	ALL	3 Q 91

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
09/30/91	Laidlaw	RAP	L2, L5, L6	RAP Lead Contaminated Soils
09/30/91	KLEINF	GEO-TECH	x	Geotechnical Investigation, Ogden Avenue Underpass and Bonneville Avenue Railroad Bridge
10/17/91	Laidlaw	Workplan	ALL	Site Remediation Worklan
11/15/91	Laidlaw	WRK-PLN	x	Eastbound Hydrocarbon Recovery System
11/15/91	Laidlaw	AS-BUILT	x	Westbound Hydrocarbon Recovery System As Built Construction Report
11/26/91	Laidlaw	GW-Q	ALL	4 Q 91
12/10/91	KLEINF	GEO-TECH	x	Geo-tech Investigation Ogden Avenue Underpass And Bonnevile Avenue Railroad Bridge
02/14/92	Laidlaw	IN-SITU-BIO	ROW	In Situ Remediation of Hydrocarbon Contaminated Soils at The UPRR LVRY Feasability Study
02/14/92	Laidlaw	XRF	x	Summary Report of Xrf Calibration Procedure for USPCI At the UP Freight Yard
05/05/92	Laidlaw	GW-Q	ALL	1 Q 92
05/29/92	Laidlaw	SUM	ALL	Field Report, CAL/NEV Pipeline Installation Removal and Soil Excavation
06/05/92	Laidlaw	RAP	ALL	Final Remedial Action Plan for Petrolium Hydrocarbon Contaminated Soil
07/31/92	Laidlaw	GW-Q	ALL	2 Q 92
08/18/92	Laidlaw	RAP	ALL	Addendum to the Final RAP for Petrrolium Hydrocarbon Contaminated Soil
08/18/92	Laidlaw	CLOSE	L5	606/Trestle Diesel Spill Area 606
09/09/92	Laidlaw	CLOSE	L5	Shoofly Construction Area
09/15/92	Laidlaw	CLOSE	L6	Pit #224
09/24/92	Laidlaw	CLOSE	L5	South Shoofly Construction Area
10/08/92	Laidlaw	CLOSE	L6	Clark County Nevada, Property
11/02/92	Laidlaw	CLOSE	L6	Addendum, Clark County Nevada, Property
11/04/92	KLEINF	SITE-ASMT	L6	Limited Site Assessment, Proposed Clark County Government Center
01/19/93	KLEINF	SITE-ASMT		Limited Environmental Site Assessment, Main Street Storm Drain, Ogden Underpass & Roadway
02/09/93	Laidlaw	QA	x	Quality Assurance Project plan for USPCI Remedial Services Mobile Laboratory
02/19/93	Laidlaw	GW-Q	ALL	4 Q 92
02/19/93	Laidlaw	GW-Q	ALL	3 Q 92
02/22/93	BB&A	COR-ACT	x	CALNEV/UPRR Station Corrective action Letter Report
03/04/93	Laidlaw	UST	P4A	UST Removal at the Bonneville Ave Underpass Site
03/10/93	Laidlaw	CLOSE	ROW	Southern Portion of the eastbound fueling area
03/11/93	Laidlaw	WRK-PLN	xROW	Workplan Eastbound Fueling Area Mainline Recovery System
03/24/93	Laidlaw	QA	x	Quality Assurance Project plan for USPCI Remedial Services Mobile Laboratory
03/25/93	Laidlaw	CLOSE	L4	Northern portion of the Day Storage Tank Area
03/25/93	Laidlaw	GW-Q	ALL	1 Q 93
04/14/93	Laidlaw	DSGN	X	Fuel Storage and Diesel Shop Down Gradient Recovery Systems
04/23/93	KLEINF	GEO-TECH	x	Slope Stability Analysis Ogden Underpass
04/23/93	KLEINF	GEO-TECH	x	Geotechnical Investigation, Bonneville Avenue Extension
05/03/93	Laidlaw	CLOSE	L5	Eastern Portion of The Wash Track Area
05/05/93	Laidlaw	CLOSE	L3 & L5	Evaporation Pond Area
05/05/93	Laidlaw	CLOSE	L5	Isolated Excavation At B-82 Railroad Car Cleaning Area
05/21/93	Laidlaw	CLOSE	L6	Isolated Excavations, eastern Portion of Fuel Storage Area
05/21/93	Laidlaw	CLOSE	L2, L5, L6	Addendum to Remedial Action Plan, Lead Contaminated Soils
06/07/93	Laidlaw	CLOSE	ROW	East of Diesel Shop Area
06/17/93	Laidlaw	DSGN	X	Westbound Fueling Area, Downgradient Recovery System

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
06/21/93	Laidlaw	SOP	ALL	Soil Sample Collection After Thermal Treatment
06/30/93	Laidlaw	CLOSE	L5	Southern Portion of the Day Storage Tank Area
07/06/93	Laidlaw	CLOSE	ROW	Addendum, East of Diesel Shop Area
07/20/93	Laidlaw	GW-Q	ALL	2 Q 93
07/21/93	Laidlaw	Ogden Inj-Q		2 Q 93
07/29/93	Laidlaw	RFP	x	Diesel Shop Down-Gradient and Eastbound Mainline Recovery System Installation
08/02/93	Laidlaw	MTRU	ALL	MTRU Confirmation Sample Data, Startup of Operation Through June 27, 1993
09/01/93	Laidlaw	WRK-PLN	L5	Diesel Shop Area Workplan, Sampling for VOC Impacted Soils
09/13/93	Laidlaw	CLOSE	L5	Western Portion of the Wash Track Area
09/21/93	Laidlaw	CLOSE	ROW & L4	Eastbound Fueling Area, North of Ogden Underpass
09/21/93	Laidlaw	CLOSE	L3 & L5	Evaporation Ponds Area
10/08/93	Laidlaw	CLOSE	L5 & L6 & ROW &	Lead Phase II
10/12/93	Laidlaw	GW-Q	ALL	3 Q 93
10/15/93	Laidlaw	CLOSE	L2 & L5	Lead Phase III
10/15/93	Laidlaw	SOP	x	A Quality Assurance Standard, SOP's for Environmental Monitoring at The MTRU
10/20/93	Laidlaw	CLOSE	L3 & L5	Addendum, Evaporation Ponds Area
10/20/93	Laidlaw	CLOSE	L5	Addendum, Western Portion of the Wash Track Area
10/22/93	Laidlaw	Ogden Inj-Q	Off-Site	3 Q 93
11/02/93	Laidlaw	RFP	x	RFQ Westbound Downgradient, Recovery System Installation
11/22/93	Laidlaw	CLOSE	L5 & L6 & ROW &	Addendum Lead Phase II
12/07/93	Laidlaw	CLOSE	ROW	Western Portion of the East of Diesel Shop Area
12/07/93	Laidlaw	CLOSE	ROW & L4	Addendum, Eastbound Fueling Area, North of Ogden Underpass
12/07/93	Laidlaw	CLOSE	P1 & P2	Westbound Fueling Area East of Mainline Tracks
12/09/93	Laidlaw	CLOSE	L5	Southern Extension of the Day Storage Tank Area
12/13/93	HL&A	SITE-ASMT	x	Subsurface site assessment, Texaco Service Station, 224 North main Street
12/17/93	Laidlaw	CLOSE	L5	Diesel Shop VOC Sampling Summary
12/17/93	Laidlaw	SUM	L5	Summary report- Volatile Organic Compound Sampling, Diesel Shop Area
12/27/93	Laidlaw	CLOSE	L2 & L5	Modification Lead Phase III
12/27/93	Laidlaw	CLOSE	L3 & L5	Addendum, Evaporation Ponds Area
12/27/93	Laidlaw	CLOSE	L2 & L5	Modification to Addendum to Lead Remedial Action Plan, Report of Phase 3 Remediation
01/18/94	Laidlaw	SEMI		Semi-Annual Compliance Report, June 3-93 through Jan 10-94
01/20/94	Laidlaw	Ogden Inj-Q		4 Q 93
01/22/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Fourth Quarter 1993 Monitoring Report
01/25/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfer Dioxide Continuous monitoring System Fourth Quarter Report
02/01/94	Laidlaw	GW-Q	ALL	4 Q 93
02/01/94	Laidlaw	O&M	x	Central Treatment operation & Maintenance Manual
03/04/94	Laidlaw	CLOSE	L2 & L5	Supplement Lead Phase III
03/04/94	Laidlaw	CLOSE	ROW & L4	Additional Information, Eastbound Fueling Area
03/22/94	HL&A	COR-ACT	x	Corrective Action plan, Texaco Service Station, 224 North Main Street
03/30/94	Laidlaw	SUM	L4	Thin Seam Hydrocarbon Report
03/31/94	Laidlaw	CLOSE	ROW	Additional Information East of Diesel Shop Area
04/11/94	Laidlaw	O&M	X	Westbound Treatm operation & Maintenance Manual

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
04/15/94	Laidlaw	GW-Q	ALL	1 Q 94
04/21/94	Laidlaw	Ogden Inj-Q		1 Q 94
04/22/94	Laidlaw	AS-BUILT	X	As-Built Construction Report, Diesiel Shop Down Gradient and Eastbound recovery Systems
04/24/94	Laidlaw	MTRU	ALL	MTRU Confirmation Sample Data, June 28, 1993 Through December 31, 1993
04/26/94	Laidlaw	SUM	L5	Vertical limits of Excavation in The Fuel Storage Area
05/02/94	KLEINF	ASB-ASMT	L5	Limited Asbestos Assessment and Shallow Soil Sampling Report, Former Roundhouse site
05/02/94	KLEINF	ASB-ASMT	L5	Limited Asbestos Assessment and Shallow Soil Sampling Report, Former Roundhouse Site
06/10/94	Laidlaw	RFP	x	Request for Proposal for UPRY LV, NV Roundhouse Asbestos Abatement
06/23/94	Laidlaw	SEMI		Semi-Annual Compliance Report, January 10-94 through June 7-94
07/05/94	Laidlaw	Ogden Inj-Q		2 Q 94
07/05/94	Laidlaw	GW-Q	ALL	2 Q 94
07/08/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Second Quarter 1994 Monitoring Report
07/29/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous monitoring System Second Quarter Report
08/15/94	Laidlaw	CLOSE	L4	Excavation West of Mainline Tracks, Eastbound Fueling Area
09/14/94	Laidlaw	WRK-PLN	ROW	Workplan - In Situ Bioremediation Pilot Study
09/21/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Third Quarter 1994 Monitoring Report
09/27/94	Laidlaw	GW-Q	ALL	3 Q 94
09/28/94	Laidlaw	CLOSE	L5	Southern Extension of the Evaporation Ponds Area
09/28/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils East of Diesel Shop Area
10/11/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Easternn Fuel Storage Area
10/17/94	Laidlaw	Ogden Inj-Q		3 Q 94
10/29/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous Monitoring System Third Quarter Report
10/31/94	Laidlaw	CLOSE	P1 & P2 & L6	Westbound Fueling Area
11/09/94	Laidlaw	CLOSE	L5	Final Closure Report UST Removal Fuel Storage Area Remediation Site
11/09/94	Laidlaw	UST	L5	Final Closure Report Underground Storage Tank Removal, Fuel Storage Area Remediation Site.
11/09/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Diesel Shop Area
11/17/94	Laidlaw	CLOSE	ROW & L4	Hydrocarbon Impacted Soils Eastbound Fueling Area
11/18/94	Laidlaw	UST	L5	Ust Removal Fuel Storage Remediation Site
11/18/94	Laidlaw	CLOSE	L5	Amended Plate 1, Eastern Fuel Storage Area
11/18/94	Laidlaw	CLOSE	L5	Ammended Plate 1 Diesel Shop Area
11/21/94	Laidlaw	CLOSE	P1 & P2 & L6	Addendum, Westbound Fueling Area (WBFA), Sampling The Clark County and WBFA Boundary
11/23/94	Laidlaw	CLOSE	L5	Chlorotoluene Impacted Soils, Diesel Shop Area
11/28/94	Laidlaw	MTRU		Final MTRU Confirmation Sample Data, January 1, 1994 Through September 28, 1994
12/15/94	Laidlaw	CLOSE	L5	Former MTRU Site and Former Stockpile Area
12/15/94	Laidlaw	Ogden Inj-Q		4 Q 94
12/15/94	Laidlaw	GW-Q	ALL	4 Q 94
12/19/94	Laidlaw	AS-BUILT	x	As-built Construction Report, Westbound Downgradient Recovery System
12/28/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Fuel Storage Area
01/16/95	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Fourth Quarter 1994 Monitoring Report
01/20/95	Laidlaw	SEMI		Semi-Annual Compliance Report, June 7-94 through Jan 16-95
04/06/95	Laidlaw	IN-SITU-BIO	ROW	In Situ Bioremediation Pilot Study Evaluation Report
04/13/95	Laidlaw	SITE-CHAR	P 001 & 002	Site Characturizat' UP Parcels 139-34-302-001 and 139-34-302-002

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
04/26/95	Laidlaw	Ogden Inj-Q		1 Q 95
04/26/95	Laidlaw	GW-Q	ALL	1 Q 95
05/16/95	Laidlaw	WRK-PLN	xL4,L5 & ROW	Monitor Well Instalation
05/24/95	Laidlaw	CLOSE	L5	Request for Conditional Closure Excavation of Hydrocarbon Impacted Soils Fuel Storage Area
07/20/95	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Second Quarter 1995 Monitoring Report
07/28/95	Laidlaw	Ogden Inj-Q		2 Q 95
07/30/95	Laidlaw	SEMI		Semi-Annual Compliance Report, Jan 16-95 through June 12-95
07/31/95	Laidlaw	GW-Q	ALL	2 Q 95
10/20/95	Laidlaw	GW-Q	ALL	3 Q 95
10/30/95	Laidlaw	Ogden Inj-Q		3 Q 95
10/30/95	Laidlaw	BIO	ROW	In Situ Bioremediation Extended Pilot Study Evaluation Report
11/16/95	Laidlaw	SUM	ROW	Westbound Fueling Area, A Through K Exception Report
01/30/96	Laidlaw	GW-Q	ALL	4 Q 95
01/30/96	Laidlaw	Ogden Inj-Q		4 Q 95
02/07/96	Laidlaw	SEMI		Semi-Annual Compliance Report, June 12-95 through Dec 28-95
04/26/96	Laidlaw	Ogden Inj-Q		1 Q 96
04/26/96	Laidlaw	GW-Q	ALL	1 Q 96
05/30/96	Laidlaw	CLOSE	ROW & L4	EASTBOUND FUELING AREA, ADD'L INFORMATION, REMEDIAL TARGET 3
07/26/96	Laidlaw	SEMI		Semi-Annual Compliance Report, December 28-96 through June 27-96
07/26/96	Laidlaw	Ogden Inj-Q		2 Q 96
07/29/96	Laidlaw	GW-Q	ALL	2 Q 96
08/01/96	Laidlaw	INV & SAP	ALL	Mon. Well Installation Summary & Recommendations for a Revised Sampling and Analysis Plan
08/22/96	Laidlaw	INV	L5	Bonneville Ave. Underpass - Impact of Dewatering on Groundwater Remediation

BB&A = Broadbent & Associates, D&M = Dames & Moore, HL&A = Harding Lawson & Associates, KLEINF = Kleinfelder

	USPCI	GW-Q	2 Q 95
	USPCI	Ogden Inj-Q	2 Q 95
	USPCI	GW-Q	3 Q 95
	USPCI	Ogden Inj-Q	3 Q 95
	USPCI	GW-Q	4 Q 95
	USPCI	Ogden Inj-Q	4 Q 95
	USPCI	Compliance	Semi-Annual Compliance Report, 1-16-95 - 6-12-95, City of LV Wastewater Contribution
	USPCI	Compliance	Semi-Annual Compliance Report, 6-12-95 - 12-??-95, City of LV Wastewater Contribution
	USPCI	MAP	Impacted Soil Remaining At Depth
O&M		All reports relating to Operations and Maintenance	
UST		All reports relating to the removal, sampling and remediation of Underground Storage Tanks	
CLOSE		Any report which requests or is related to the closure or conditional closure of an area	
INV		Investigative reports and findings	
PH-1		Phase 1	
PH-2		Phase 2	
PH-3		Phase 3	
Q		A report which is submitted to the appropriate agency on a Quarterly basis	

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1998

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abreviated to fit limited space.
INT		An Interem report		
$-EST		A report dealing with the Cost Estimate to complate a task or project		
APP		Appendices		
SITE-ASMT		Site Assessment		
PRELIM		A Preliminary report of any kind		
CHAR		A Characterization report		
SEMI		A report which is submitted to the appropriate agency on a Semiannual basis		
BIO		Any report relating to the Bioremediation of impacted soils or groundwater		
GEO-TECH		Any report dealing with Geotechnical Analysis of soils related to construction activities		
ASB		Any report which specifically addresses Asbestos remediation or investigation		
Pb		Any report which specifically addresses Lead remediation or investigation		
GW		Any report which contains information about Grounwater		
IN-SITU		Any report dealing whith In-Place or In-Situ treatment or treatment alternatives		
SUM		A Summary report of completed activities or findings		
WRK-PLN		A Workplan for future activities		
PROPOS		A Proposal		
FIN		A Final report of any kind		
SUP		A Suplimental report, usually writen as an addendum for an existing report		
ENG		An Engineering report which adresses a structure or mechanical devise		
DSGN		A report of the Design of a mechanical devise		
RFP		Request for Proposal, Bid, or Quote		
AS-BUILT		The specifications of a structure or system as it actually exists following instalation		
QA		Any report which addresses methods and sugested policies which result in Quality Assurance		
SAP		Sampling and Analysis Plan		

STATE OF NEVADA
BOB MILLER
Governor

PETER G. MORROS
...ector

L. H. DODGION
Administrator

Administration	(702) 687-4670
Air Quality	687-5065
Mining Regulation and Reclamation	687-4670
Waste Management	687-5872
Federal Facilities	687-3880
Wastewater Treatment Services	687-5870
Water Permits and Compliance	687-4670
Water Quality Planning	687-4670
FAX	885-0868

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

DIVISION OF ENVIRONMENTAL PROTECTION

123 W. Nye Lane

Carson City, Nevada 89710

September 10, 1991

William Wimmer
Assistant Vice President
Environmental Management
Union Pacific Railroad
1416 Dodge Street - Room 930
Omaha, NE 68179

RE: Las Vegas, Nevada, Yard Cleanup

Dear Mr. Wimmer:

The Nevada Division of Environmental Protection (NDEP) has reviewed the Union Pacific Railroad's (UPRR) recent proposed action level for the cleanup of Total Petroleum Hydrocarbons (TPH). Based on the data and information provided and discussions with Rick Eades, the NDEP is requiring adherence to the following stipulations.

The NDEP will require UPRR to:

1. - Remediate all soil with TPH values in excess of 100 mg/kg from ground level to 2 ½ feet. The UPRR will be required to remediate the soil directly below the rail tracks during future track maintenance and repair. Immediate action on the impacted soil directly under the tracks is not directed, yet adherence to the clean-up stipulations outlined in this letter will be required. Other impacted soil not directly under the tracks will be required to adhere to the stipulations contained in this letter; and;

- remediate all soil with TPH values in excess of 10,000 mg/kg, irregardless of the depth, and;

- remediate all soil excavated during the remediation of the soils greater than 10,000 mg/kg, to a TPH value of less than 100 mg/kg, and;

- provide as per the March 13, 1991 meeting, a guarantee to be approved by NDEP, that soils excavated during future construction which have TPH levels in excess of 100 mg/kg (TPH) attributable to Union Pacific's past occupancy, will be disposed of by the railroad. This obligation also applies to ground water contamination encountered in future development that is attributable to Union Pacific's past use.

2. - Provide written documentation stating UPRR is the responsible party on environmental contamination of soils and groundwater.

3. - Initiate a pilot program to determine the feasibility for an in-situ remediation project on the hydrocarbon contaminated soil left in place.

4. - Negotiate and establish a written agreement with the City of Las Vegas for the monitoring and enforcement of future remediation activities that are attributed to UPRR past activities.

In regards to the other on going and proposed remediation activities on the other contaminates, solvent and lead, the NDEP understands the following:

- In the UPRR letter of November 26, 1990, UPRR agreed to remediate the soil and groundwater contaminated with chlorinated and non-chlorinated solvents. The NDEP is awaiting this remediation plan and informational data, per the request made by the NDEP on August 29, 1990.

- In the NDEP letter to UPRR dated June 24, 1991, the NDEP responded to the proposed lead remediation plan submitted on April 17, 1991. The NDEP provided comments on the plan and is awaiting a revised plan for remediation.

- Currently, there are two free product recovery systems in place and operational. Modification to the westbound recovery system is currently being done per Mr. Jim Moran, USPCI, during the meeting of August 14, 1991. It is the understanding of the NDEP that the recovery systems for the area designated as the fuel farm area, is being designed and is considered to be of high priority by the NDEP, August 29, 1990 letter. The NDEP will require a written status report and schedule for the design, installation and operation of the free product recovery systems by October 11, 1991.

- The NDEP will require that the free product recovery systems operate with the goal of reducing free product to a thickness of ½ inch or less as measured in the formation, per the Nevada Administrative Code. Adherence to the current NAC is mandated since no agreed to remediation plan has been executed at this time.

Sincerely,

L.H. Dodgion, P.E.
Administrator

LHD/JNN:klh

cc: H.L. Rosse, NDEP
A. Biaggi, NDEP
D. Gross, NDEP
B. Noonan, City Manager, City of Las Vegas
P. Shalmy, County Manager, Clark County
C. Judkins. Clark County Health District
R. Eades, UPRR
Gary Papek, UPRR
Jim Moran, USPCI
Rick Stout, Dames and Moore
R. Broadbent, Broadbent & Associates

EXHIBIT E

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
_____

MAIL TAX STATEMENTS TO:

_____
_____
_____
_____

_____

(Space above line for
Recorder's use only.)

GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, ("Grantor"), grants to PLY STADIUM PARTNERS, INC., a Nevada corporation ("Grantee"), all of its right, title, and interest, in and to that certain real property (the "Property") situated in the City of Las Vegas, County of Clark, State of Nevada, described in Exhibit 1 attached hereto and incorporated by reference.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Grantor under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use thereof by Grantee, its successors or assigns.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;

B. All matters which would be revealed or disclosed by a physical inspection of the Property;

C. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and

D. Zoning ordinances and regulations and any other laws, ordinances, notices, orders and other governmental regulations and restrictions affecting the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect.

ENVIRONMENTAL PROVISIONS:

(a) Grantor hereby gives notice that portions of the Property are currently affected by contamination of the soil and groundwater. Therefore, Grantee (and its successors in title to the Property) should contact the State of Nevada Division of Environmental Protection (or its successor agency with jurisdiction to require clean up, correction, or other remediation of soil or groundwater contamination) prior to commencement of any building, construction or excavation activities on the Property in order to obtain information on past remediation or any necessary approvals for protective measures to be taken in conducting any such activities.

(b) Grantor (for itself and its successors and assigns) hereby covenants and agrees, for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to petroleum hydrocarbon contamination existing as of the date of this deed, Grantor shall (i) replace with clean soil and dispose of in accordance with law all soils on the Property excavated in the course of construction activity which contain total petroleum hydrocarbon levels in excess of one hundred (100) milligrams per kilogram, and (ii) remove and/or remediate in accordance with law any petroleum product in free or liquid phase that is present on or in the groundwater under the Property in an amount of excess of one-half inch (½") in depth.

(c) Grantor (for itself and its successors and assigns) hereby covenants and agrees for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to heavy metals contamination existing as of the date of this deed, Grantor shall clean up, correct, or otherwise remediate all soils and waters located on or emanating from the Property from any contamination by heavy metals, including lead to a level of no more than 1400 milligrams per kilogram, to standards and in accordance with procedures now or in the future set by the governmental agency or agencies having jurisdiction over the establishment of such standards.

(d) The foregoing covenants and agreements are in addition to, and not in limitation of, any other environmental contamination or other obligations or liabilities of Grantor or Grantee regarding the Property existing by virtue of express contract (including, without limitation, that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, by and

between Grantor and Grantee, identified in the records of Grantor as UPRC Document No. 1-1329-29, Audit No. _____), or under applicable governmental laws, statutes, rules, regulations, ordinances or orders. No authority or power of any sort of the State of Nevada or obligation of Grantor to complete off-site remediation is waived or in any way affected by this provision.

LANDSCAPING COVENANT: The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Grantor's Parkway Center ownership. Until such time as all of the Property is developed and landscaping in connection therewith is installed, Grantee agrees that Grantor may continue to maintain such landscaping and to operate the irrigation equipment, and that Grantee shall reimburse Grantor for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Grantee may eliminate such irrigation facilities, provided that it does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. If Grantee transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

PARTICIPATION IN STAGE TWO IMPROVEMENTS:

(a) Grantee acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

(i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on Exhibit 2;

(ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on Exhibit 3;

(iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on Exhibit 4.

(b) if requested by Grantor or the City of Las Vegas, Grantee agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Grantor and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Grantee agrees that

Grantee's share (including Grantee's contribution required by and governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Grantor and the City of Las Vegas. If Grantee is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Grantee shall reimburse Grantor and other property owners, on a proportionate basis, to the extent of Grantee's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Grantee pursuant to the foregoing shall be Three Million Dollars ($3,000,000.00) in the aggregate.

All covenants described above are intended to be running covenants, burdening and benefiting the parties' successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant, Bargain and Sale Deed as of _____, 199___.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

_____(Seal)
Assistant Secretary

By:_____
Its:_____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and _____ and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

EXHIBIT 1 TO EXHIBIT E

LEGAL DESCRIPTION OF PROPERTY

FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT F

CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, PLY STADIUM PARTNERS, INC., a Nevada corporation, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 13-6400825; and

3. UNION PACIFIC RAILROAD COMPANY'S office address is 1416 Dodge Street, Omaha, Nebraska 68179, and place of incorporation is Utah.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

UNION PACIFIC RAILROAD COMPANY

By:_____
Title:_____
Date:_____

EXHIBIT G

MEMORANDUM OF REPURCHASE OPTION

THIS MEMORANDUM OF REPURCHASE OPTION is made this _____ day of _____, 199__, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UPRR") and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("PLY"), for the purpose of evidencing of record that UPRR has the option to repurchase ("Repurchase Option") the real property described in Exhibit 1 attached hereto and hereby made a part hereof pursuant to Section 10.1 of that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, between PLY and UPRR (the "Agreement"). The Repurchase Option becomes effective only if certain work of construction is not commenced on such real property on or before _____, __, 1999, and must be exercised, if at all, on or before _____ __,2000, with both dates subject to extension as provided in the Agreement.

Additional terms and conditions of the Repurchase Option are set forth in the Agreement.

This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Agreement, and in the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

Witness:

UNION PACIFIC RAILROAD COMPANY, a Utah corporation

_____

By:_____
Its:_____

Witness:

PLY STADIUM PARTNERS, INC., a Nevada corporation

_____

By:_____
Its:_____

10/16/96

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

STATE OF TEXAS)
) ss.
COUNTY OF _____)

On _____, 199__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary of PLY STADIUM PARTNERS, INC., a Nevada corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

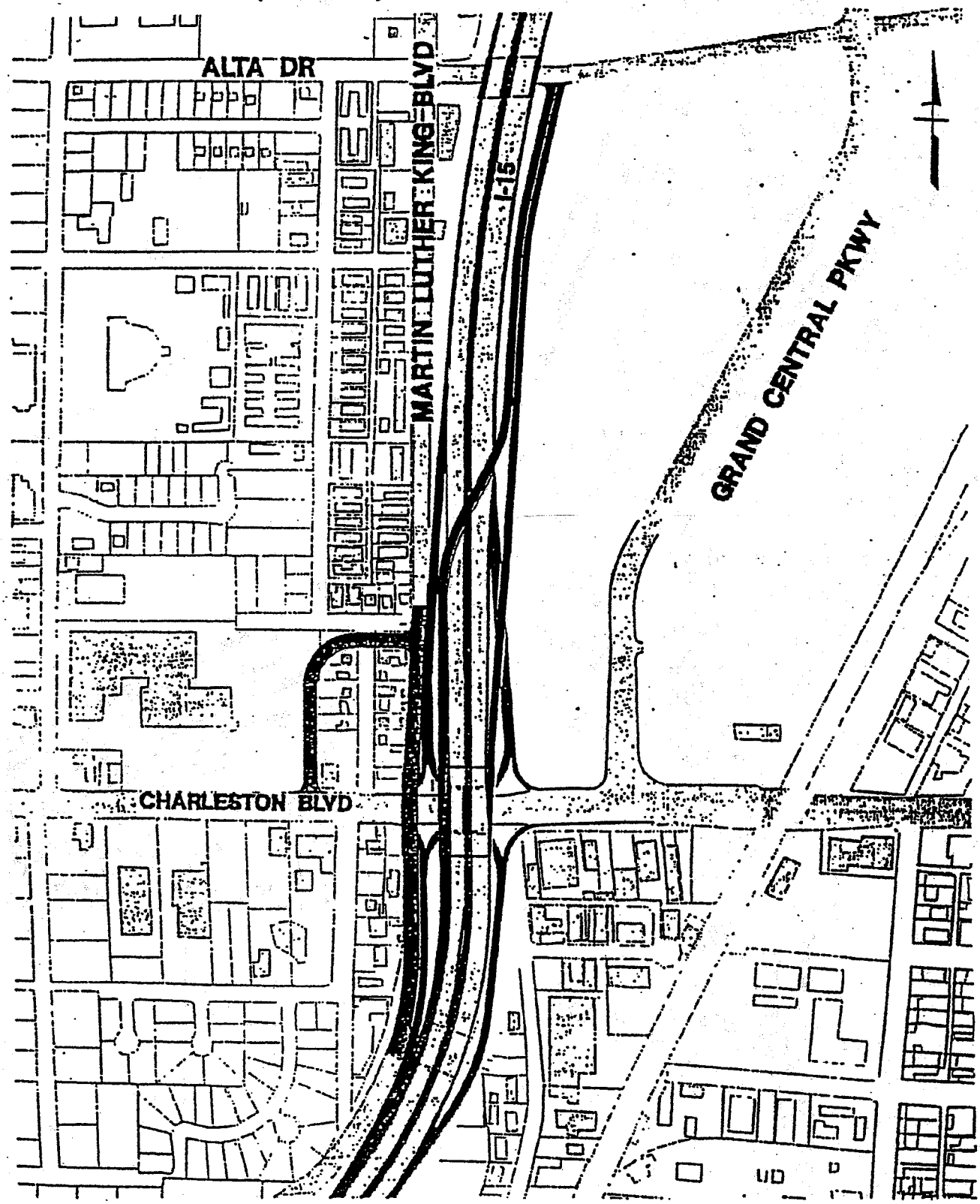
WITNESS my hand and official seal.

_____
Notary Public

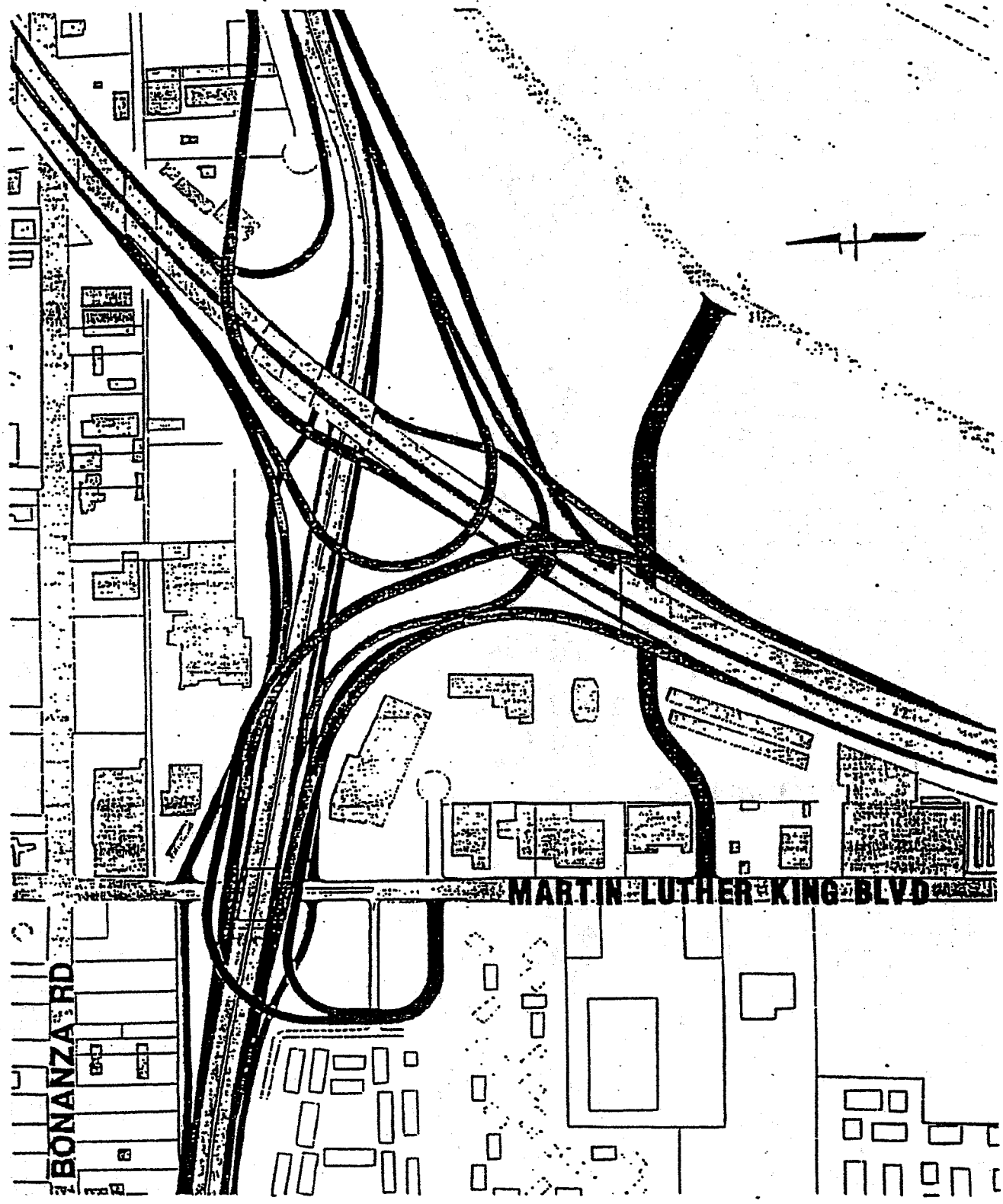
(SEAL)

EXHIBITS H-1, H-2 and H-3

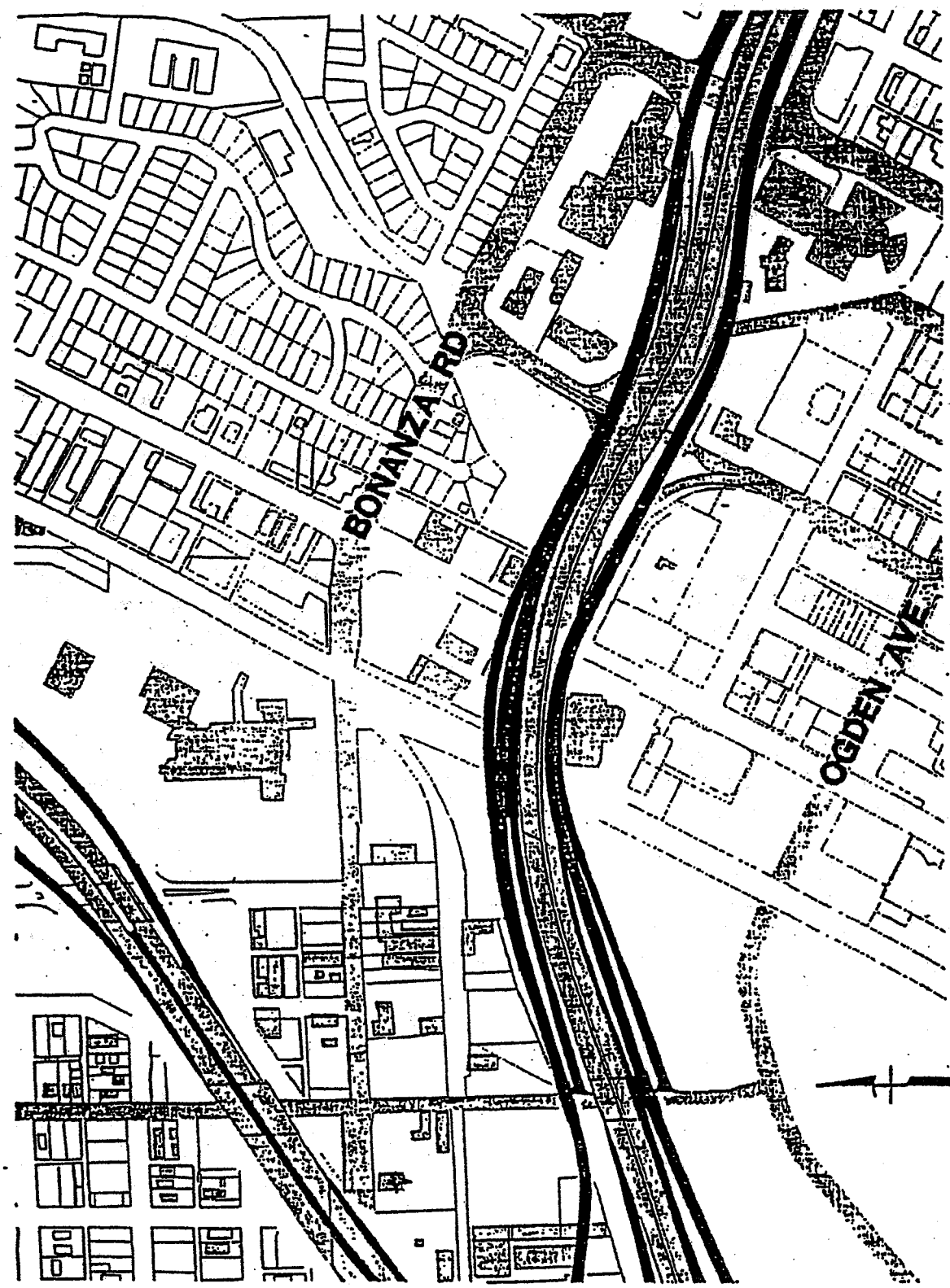
ALTERNATIVE 6 (REFINED) - I-15 / CHARLESTON BOULEVARD



ALTERNATIVE 6 (REFINED) - CORE INTERCHANGE



ALTERNATIVE 6 (REFINED) - EAST LEG



Original

Assessor's Parcel No: 139-34-110-001

Recording Requested By and
When Recorded Return to:
Las Vegas City Attorney
400 Stewart
Las Vegas, NV 89101

AMENDED AND RESTATED MEMORANDUM OF RIGHTS

THIS AMENDED AND RESTATED MEMORANDUM OF RIGHTS is made this 18th day of December, 2000, by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (successor through merger to Union Pacific Railroad Company, a Utah corporation), whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UP"), for the purpose of evidencing of record that UP acknowledges the termination of certain obligations under that certain Purchase and Sale Agreement and Escrow Instructions between Union Pacific Railroad Company, a Utah corporation, and NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP, dated October 21, 1996 (the "Purchase and Sale Agreement"). This Memorandum amends and restates that certain Memorandum of Rights by and between Union Pacific Railroad Company, a Utah corporation, and PLY STADIUM PARTNERS recorded November 18, 1996 as Document 00285 of Book 961118 and re-recorded December 2, 1996 as Document 01377 in Book 961202 of the Official Records of the County Recorder of Clark County, Nevada (the "1996 Memorandum"). Capitalized terms used herein shall have the same meanings as capitalized terms in the Purchase and Sale Agreement.

1. The provisions of the Purchase and Sale Agreement relating to Transfer Proceeds and the Stadium Bonus, referred to under items (1) and (2) of the 1996 Memorandum, shall terminate and no longer be in force or effect.

2. This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Purchase and Sale Agreement except as expressly set forth herein, and in the event of any conflict between this Memorandum and the Purchase and Sale Agreement, except as set forth in Paragraph 1 above, the Purchase and Sale Agreement shall control.

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

By: _____

Name: R.D. UHRICH

Title: Assistant Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18th day of December, 2000, personally appeared before me, a notary public, R.D. UHRICH, Assistant Vice President of Union Pacific Railroad Company, a Delaware corporation, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that (s/he) executed the instrument.

GENERAL NOTARY-State of Nebraska
D. H. LIGHTWINE
My Comm. Exp. April 21, 2004

Notary Public

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
LAWYERS TITLE OF NEVADA
12-29-2000 14:03 DED 2
BOOK: 20001229 INST: 03127
FEE: 8.00 RPTT: .00
RM MISCELLANEOUS
CONFORMED COPY-HAS NOT BEEN COMPARED TO THE ORIGINAL

Original

ESTOPPEL CERTIFICATE

Union Pacific Railroad Company, a Delaware company ("UP"), hereby certifies to the City of Las Vegas, a Nevada municipal corporation ("City"), as of the date hereof, as follows:

1. UP is successor though merger to Union Pacific Railroad Company, a Utah corporation, the grantor of the Grant Bargain and Sale Deed from UP to Nevada Stadium Partners Limited Partnership dated November 12, 1996 and recorded as instrument 00284 in Book 961118 of the Official Records of Clark County Recorder (the "Deed").

2. The Deed has not been modified, changed, altered or amended by UP in any respect.

3. The Deed has not been canceled or terminated by UP and, to the actual knowledge of UP, without duty of inquiry or investigation, is in full force and effect in accordance with its terms.

4. UP acknowledges that the City is relying upon this Certificate in determining to acquire the real property subject to the Deed and that it would not acquire the property without UP making the acknowledgments set forth herein.

Dated this 18th day of December, 2000.

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

By: _____

Name: R.D. UHRICH

Title: Assistant Vice President

Original

Assessor's Parcel No: 139-34-110-001

Recording Requested By and
When Recorded Return to:
Las Vegas City Attorney
400 Stewart
Las Vegas, NV 89101

TERMINATION OF MEMORANDUM OF
REPURCHASE OPTION

THIS TERMINATION OF MEMORANDUM OF REPURCHASE OPTION is made this 18th day of December, 2000, by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (successor through merger to Union Pacific Railroad Company, a Utah corporation), whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UP") for the purpose of terminating, canceling and removing of record the Memorandum of Repurchase Option by and between Union Pacific Railroad Company, a Utah corporation, and PLY STADIUM PARTNERS recorded November 18, 1996 as Document 00286 of Book 961118 and re-recorded December 2, 1996 as Document 01378 in Book 961202 of the Official Records of the County Recorder of Clark County, Nevada.

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

By: _____
Name: R.D. UHRICH
Title: Assistant Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18th day of December, 2000, personally appeared before me, a notary public, R.D. UHRICH, Assistant Vice President of Union Pacific Railroad Company, a Delaware corporation, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that (s/he) executed the instrument.

GENERAL NOTARY-State of Nebraska
D. H. LIGHTWINE
My Comm. Exp. April 21, 2004

_____
Notary Public

Exhibit G

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"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.

"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 company – the managing member as well as all the other members.

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.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	**Contracting Entity**
Name	The Cleveland Clinic Foundation
Address	9500 Euclid Avenue Attn: William Peacock NA4
Telephone	216.444.2380
EIN or DUNS	34-0714585

Block 2	**Description:**
Subject Matter of Contract/Agreement:	
Disposition and Development Agreement and Parking License Agreement	
RFP #:	N/A

Block 3	**Type of Business**							
☐	Individual	☐	Partnership	☐	Limited Liability Company	☒X	Nonprofit Corporation

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.	Delos M. Cosgrove, M.D. President, CEO and Director, Chair, Board of Governors	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
2.	Steven C. Glass Chief Financial Officer, Treasurer	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
3.	William E. Peacock Chief of Operations	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
4.	David W. Rowan Chief Legal Officer, Chief Governance Officer, Secretary	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
5.	Brian G. Donley, M.D. Chief of Staff, Vice Chair of the Board of Governors	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
6.	Michael P. Harrington Chief Accounting Officer, Controller	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
7.	Linda McHugh, Assistant Secretary	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
8.	Michael J. Meehan, Recording Secretary	3050 Science Park Drive AC321 (AC321) Beachwood, Ohio 44122	216.448.0200
9.	Robert E. Rich, Jr., Director Chair, Board of Directors	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
10.	Joseph M. Scaminace, Vice Chair Board of Directors	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
11.	Patrick Auletta, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
12.	Umberto P. Fedeli, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
13.	Carole Hoover, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
14.	Norma Lerner, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
15.	William E. MacDonald,III, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
16.	Pamela Miller, Director	9500 Euclid Avenue (NA4) Cleveland,	216.444.2000

		Ohio 44195	
17.	Samuel H. Miller, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
18.	Beth E. Mooney, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
19.	Mario Morino, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
20.	Frederick R. Nance, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
21.	Larry Pollock, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
22.	William Reidy, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
23.	Ronald Ross, M.D., F.A.C.R., Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
24.	Ronald Weinberg, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
25.	Morris Weiss, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
26.	Abby Abelson, M.D., Director	9500 Euclid Avenue (A50) Cleveland, Ohio 44195	216.444.2000
27.	Alan Kominsky, M.D., Director	9500 Euclid Avenue (N71) Cleveland, Ohio 44195	216.444.2000
28.	Edmund Sabanegh, M.D. Director	9500 Euclid Avenue (BD31) Cleveland, Ohio 44195	216.444.2000

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: _____

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.

David W. Rowan, Chief Legal Officer and Secretary

11/24/2015
Date

State of Ohio
County of Cuyahoga

This instrument was acknowledged before me on

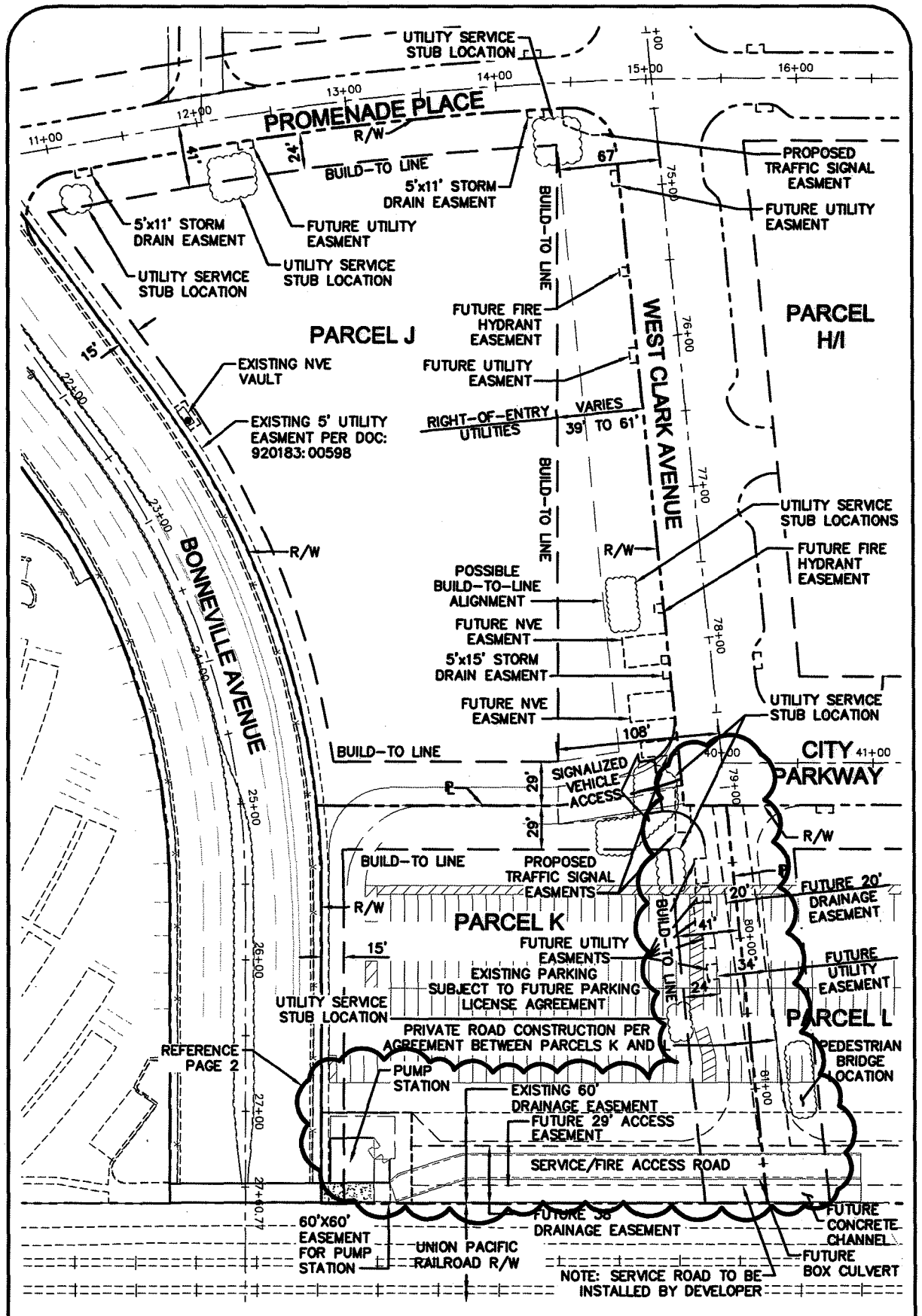
11/24/15 (date) by

David W. Rowan (name of person)

Notary Public

DAVID J. SHERRIFF, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

Exhibit H



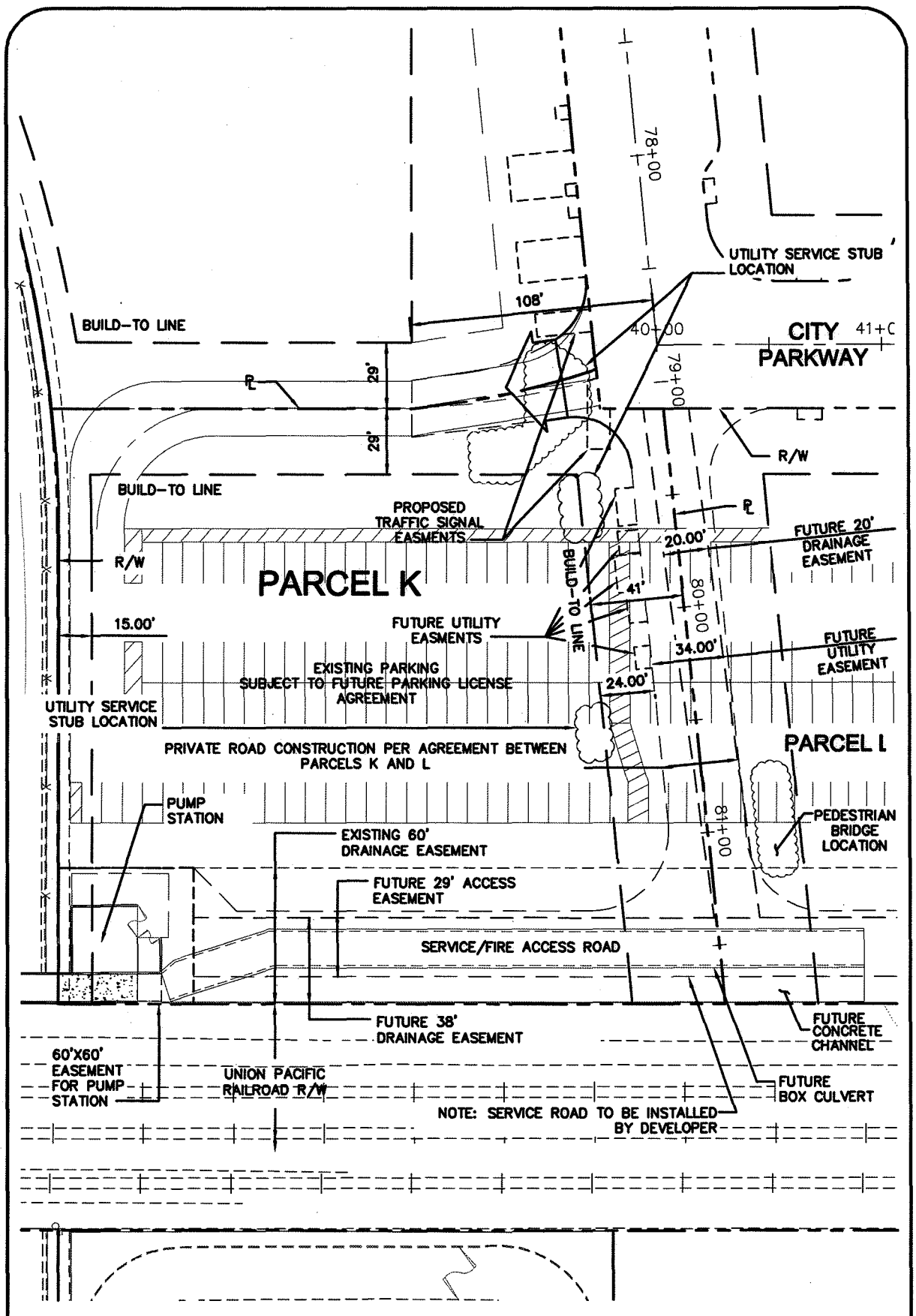
NOTE:
ATTENTION IS DRAWN TO THE FACT THAT THE SCALE OF THESE DRAWINGS MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES

60 40 20 0 60
50 30 10 30

SCALE: 1" = 60'

DDA EXHIBIT
FOR PARCEL J AND K
FEBRUARY 17, 2011
Page 1

Kimley-Horn and Associates, Inc.



NOTE:
ATTENTION IS DRAWN TO THE FACT THAT THE SCALE OF THESE DRAWINGS MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES

40 20 0 40
30 10 20

SCALE: 1" = 40'

DDA EXHIBIT
FOR PARCEL J AND K
FEBRUARY 17, 2011
Page 2

Kimley-Horn and Associates, Inc.

Explanation of Drainage Easement, Pump Station, Private Road (West Clark), and Private Access Roadway for Parcels J and K

In the southeast corner of Parcel K, the City of Las Vegas owns an existing Storm Water Pump Station. The Pumps Station's main function is to divert storm water that collects in the Bonneville underpass into a drainage system that is situated along the easterly boundary of Symphony Park adjacent to the Union Pacific railroad tracks. The drainage system and the pump station currently reside within an easement that is sixty (60) feet wide (east to west) and runs the entire length of Symphony Park (north to south).

With construction of Phase 2A of the Symphony Park infrastructure, which is scheduled for 2011, the drainage system will be converted from a surface-based drainage channel to a reinforced concrete box culvert within Parcel K. Because of this conversion, the width of the drainage easement will be reduced where the reinforced concrete box culvert is installed.

The portion of the easement at the Pump Station will continue to be sixty (60) feet wide but will be shortened to sixty (60) feet long. Beyond the Pump Station, all the way to the end of the reinforced concrete box culvert, the drainage easement will be reduced to thirty-eight (38) feet with the exception of a minimal angular easement from the thirty-eight foot easement to the sixty foot easement to allow for vehicular access along the entire frontage of the pump station (please refer to the exhibit for further clarification). In addition, the easement will provide for twenty (20) feet of clear vertical access air rights over the easement for pump station maintenance.

The City is intending to upgrade the pump station and increase its footprint but remain within the easement. The access to the Pump Station will be by gate on the Pump Station's north side.

Per the Symphony Park Improvement Plans, the developer of Parcel K is required to construct a service/fire access roadway along the easterly boundary of the property. This roadway will be partially constructed over the top of the concrete box culvert and shall allow for unobstructed vehicular access from the private portion of West Clark Avenue to the entire frontage along the northern portion of the Pump Station. The developer will be obligated to provide a future access easement to allow for such access.

In addition to the service/fire access roadway, and also on the Symphony Park Improvement Plans, the developer of Parcel K will be responsible for construction of the portion of the private extension of West Clark Avenue that is within the deeded property lines. The north property line of Parcel K is the centerline of the private portion of W. Clark Avenue which separates Parcel K and Parcel L. Per a separate Private Roadway Agreement between the owner's of Parcel L and the Parcel K, the Developer is to construct its portion of W. Clark Avenue; the private street having an ultimate width of thirty-four (34) feet (2 lanes of traffic and one-side parking) and the service / fire access road. The City Fire Department may require the access road to also incorporate a fire department turnaround. Maintenance of all private roads is the responsibility of the property ownership.

In addition to the aforementioned easements and roadway agreements, there are other utility locations on parcels J and K shown on a separate exhibit. Utility easements shall be recorded by the current Landowner prior to transfer of title to Developer.

Also, the developer shall be subject to a "Shared Parking Declaration" that opens up a certain percentage of available spaces within the parcels for after hours parking. This declaration shall be attached as an exhibit to the DDA.

Exhibit I

First American Title Insurance Company
National Commercial Services

2500 Paseo Verde Parkway, #120
Henderson, NV 89074

November 03, 2015

Economic and Urban Development Dept Las Vegas Redevelopment Agency
City Hall, 495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702)229-6642

Title Officer:	Julie Skinner	and	Elizabeth Caballero
Phone:	(702)731-4131		(702)731-4131

Title Officer:	Julie Skinner	Title Assistant:	Elizabeth Caballero
Phone:	(702)731-4131	Phone:	(702)731-4131
Email:	jskinner@firstam.com	Email:	ecaballero@firstam.com

Order Number: NCS-761672-HHLV

Property: 139-33-610-027 and 139-34-211-003, , NV

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Countersigned by:

_____
Authorized Signatory

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

SCHEDULE A

1. Commitment Date: October 23, 2015 at 7:30 A.M.

2. Policy or Policies to be issued: Amount

   (A) ALTA Owner's Policy $To be determined
   To be determined

   Proposed Insured:

   To be determined

   (B) ALTA Loan Policy $To be determined
   To be determined

   Proposed Insured:

   To be determined

3. (A) The estate or interest in the land described in this Commitment is:

   Fee Simple

   (B) Title to said estate or interest at the date hereof is vested in:

   City Parkway V, Inc., a Nevada non-profit corporation

4. The land referred to in this Commitment is situated in the City of , County of Clark, State of Nevada, and is described as follows:

   PARCEL 1:

   A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED PLAT "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

   COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE. THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 32°50'08" EAST, 61.37 FEET; THENCE NORTH 27°55'16" EAST, PARALLEL TO AND 10.00 FEET DISTANT TO SAID GRAND CENTRAL PARKWAY RIGHT-OF-WAY LINE, 168.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°10'50", AN ARC LENGTH OF 44.08 FEET; THENCE SOUTH 67°53'54" EAST 295.22 FEET TO

THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°54’48", AN ARC LENGTH OF 48.65 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST. HAVING A RADIUS OF 2070.00 FEET. TO WHICH A RADIAL LINE BEARS SOUTH 64°59’06" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°06’56". AN ARC LENGTH OF 257.07 FEET; THENCE SOUTH 17°53’58" WEST, 3.71 FEET; THENCE NORTH 62°20’53" WEST. 388.49 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL A-2 OF THAT CERTAIN RECORD OF SURVEY IN FILE 163, PAGE 35 OF SURVEYS

PARCEL 2:

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED PLAT "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER’S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M.,

KNOW AS APN (139-34-211-003) A PROPERLY ENGINEERED LEGAL MUST BE PROVIDED PRIOR TO THE CLOSE OF ESCROW.

SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

(A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

(B) Pay us the premiums, fees and charges for the policy.

(C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

(D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(E) Releases(s) or Reconveyance(s) of Item(s):

(F) Other: None

(G) You must give us the following information:
1. Any off record leases, surveys, etc.
2. Statement(s) of Identity, all parties.
3. Other: A PROPERLY ENGINEERED LEGAL DESCRIPTION MUST BE PROVIDED PRIOR TO THE CLOSE OF ESCROW

The following additional requirements, as indicated by "X", must be met:

[X] (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[X] (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[X] (J) The following LLC documentation is required:
(i) a copy of the Articles of Organization
(ii) a copy of the Operating Agreement, if applicable
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Company Consent to the current transaction

[] (K) The following partnership documentation is required **:**
(i) a copy of the partnership agreement, including all applicable amendments thereto
(ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iii) express Partnership Consent to the current transaction

[] (L) The following corporation documentation is required:
(i) a copy of the Articles of Incorporation
(ii) a copy of the Bylaws, including all applicable Amendments thereto
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Corporate Resolution consenting to the current transaction

[] (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.

[] (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.

[X] (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

[X] (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

[] (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

[] (R) Financial statements from the appropriate parties must be submitted to the Company for review.

[] (S) A copy of the construction contract must be submitted to the Company for review.

[] (T) An inspection of the land must be performed by the Company for verification of the phase of construction.

[] (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. Water rights, claims or title to water, whether or not shown by the public records.

2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the County Assessor, per Nevada Revised Statute 361.260.

3. Any taxes that may be due as provided under NRS 361.4725.

4. Reservations and provisions as contained in the Patent from the State of Nevada, recorded October 17, 1902, in Book 3F of Miscellaneous Records, Pages 230-232, as Instrument No. 5835, Lincoln County, Nevada.

5. Reservations and provisions as contained in the Patent from the State of Nevada, recorded November 30, 1902, in Book 3F of Miscellaneous Records, Page 268, Lincoln County, Nevada.

   The above document was also recorded August 7, 1998 in Book 980807 as Instrument No. 01934 of Official Records.

6. Reservations and provisions as contained in the Patent from the State of Nevada, recorded November 30, 1902, in Book 3F of Miscellaneous Records, Page 270, Lincoln County, Nevada.

7. Reservations and provisions as contained in the Patent from the State of Nevada, recorded June 13, 1904, in Book 3F, Page 497 of Miscellaneous Records, as Patent No. 5220, Lincoln County, Nevada.

8. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded July 1, 1954, in Book 14 as Instrument No. 14123 of Official Records, over a portion of the land.

- A document entitled "Relinquishment of Real Property Easements" recorded May 19, 1995 in Book 950519 as Instrument No. 01636 of Official Records.

- A document entitled "Relinquishment of Real Property Easements" recorded May 19, 1995 in Book 950519 as Instrument No. 01637 of Official Records.

9. An easement for roads and incidental purposes in the document recorded December 9, 1971 in Book 189 as Instrument No. 150775 of Official Records.

- A document entitled "Order of Vacation" recorded August 07, 1992 in Book 920807 as Instrument No. 00831 of Official Records.

- An easement for public utilities and incidental purposes in the document recorded August 07, 1992 in Book 920807 as Instrument No. 00831 of Official Records.

10. Easements as shown and/or dedicated upon the final map of Parkway Center, on file in Book 53 of plats, Page 61 , of Official Records.

11. A document entitled "Water Facilities Installation Agreement" recorded November 19, 1993 in Book 931119 as Instrument No. 01226 of Official Records.

12. The effect of a map purporting to show the land and other property, filed in File 71, Page 7 of Record of Surveys.

13. An easement for public utilities and incidental purposes in the document recorded May 1, 1995 in Book 950501 as Instrument No. 01024 of Official Records.

14. Covenants, conditions, and restrictions in a Grant, Bargain and Sale Deed recorded November 18, 1996, in Book 961118 as Instrument No. 00284 of Official Records.

- A document entitled "Assignment of Landscaping Covenants" recorded March 29, 2005 in Book 20050329 as Instrument No. 05135 of Official Records.

15. The terms, conditions and provisions contained in the document entitled "Memorandum of Rights", executed by and between Union Pacific Railroad Company, a Utah corporation and Nevada Stadium Partners limited partnership, a Delaware limited partnership, recorded November 18, 1996 in Book 961118 as Instrument No. 00285 of Official Records.

    Document re-recorded December 2, 1996 in Book 961202 as Instrument No. 01377 of Official Records.

- A document entitled "Amended and Restated Memorandum of Rights" recorded December 29, 2000 in Book 20001229 as Instrument No. 03127 of Official Records.

16. Any restrictions covering the future use of the land, as disclosed by an Ordinance, recorded November 22, 1996 in Book 961122 of Official Records, Clark County, Nevada, as Instrument No. 00847 and as adopted in that certain document recorded November 22, 1996 in Book 961122 of Official Records, Clark County, Nevada, as Instrument No. 00848 and re-recorded November 25, 1996 in Book 961125 of Official Records, as Instrument No. 00566.

- A document entitled "An Ordinance to Adopt and Amended and Restated Redevelopment Plan which Includes Additional Property Within the Plan, and to Provide for Other Related Matters" recorded June 2, 2006 in Book 20060602 as Instrument No. 01395 of Official Records.

17. The effect of a map purporting to show the land and other property, filed in File 116, Page 12 of Record of Surveys.

18. An easement for ingress, egress and incidental purposes in the document recorded June 6, 2001 in Book 20010606 as Instrument No. 00592 of Official Records.

19. A document entitled "Development Declaration, Parking Agreement and Right of First Refusal" recorded May 02, 2007 in Book 20070502 as Instrument No. 04856 of Official Records.

20. A document entitled "Memorandum of Option Agreement" recorded June 22, 2007 in Book 20070622 as Instrument No. 03503 of Official Records.

    Document(s) declaring modifications thereof recorded May 5, 2011 in Book 20110505 as Instrument No. 03378 of Official Records.

21. An easement for public utilities and incidental purposes in the document recorded January 28, 2008 in Book 20080128 as Instrument No. 02612 of Official Records.

22. The effect of a map purporting to show the land and other property, filed in File 163, Page 35 of Record of Surveys.

23. The effect of a map purporting to show the land and other property, filed in File 173, Page 18 of Record of Surveys.

24. A document entitled "City of Las Vegas Notice of Zoning Action" recorded May 14, 2008 in Book 20080514 as Instrument No. 00207 of Official Records.

25. A document entitled "City of Las Vegas Notice of Zoning Action" recorded June 18, 2008 in Book 20080618 as Instrument No. 00828 of Official Records.

26. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded December 16, 2009 in Book 20091216 as Instrument No. 00606 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

- A document entitled "Amended and Restated Community Charter for Symphony Park" recorded February 9, 2012 in Book 20120209 as Instrument No. 01635 of Official Records.

- **The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is conferred upon The Symphony Park Master Association, Inc., a Nevada nonprofit corporation.**

  Document(s) declaring modifications thereof recorded May 2, 2013 in Book 20130502 as Instrument No. 00995 of Official Records.

27. A document entitled "Declaration of Special Land Use Restrictions, Option to Purchase and Infrastructure Agreement" recorded December 17, 2009 in Book 20091217 as Instrument No. 00661 of Official Records.

28. An easement for bus stop and incidental purposes in the document recorded February 11, 2010 in Book 20100211 as Instrument No. 04593 of Official Records.

29. An easement for public utilities and incidental purposes in the document recorded August 16, 2010 in Book 20100816 as Instrument No. 00987 of Official Records.

30. An easement for public utilities and incidental purposes in the document recorded August 16, 2010 in Book 20100816 as Instrument No. 00989 of Official Records.

31. An easement for public utilities and incidental purposes in the document recorded August 16, 2010 in Book 20100816 as Instrument No. 00991 of Official Records.

32. An easement for public utilities and incidental purposes in the document recorded August 16, 2010 in Book 20100816 as Instrument No. 00992 of Official Records.

33. An easement for public utilities and incidental purposes in the document recorded September 03, 2010 in Book 20100903 as Instrument No. 01390 of Official Records.

34. Covenants, conditions, and restrictions in a Declaration of Restrictive Covenants recorded May 5, 2011, in Book 20110505 as Instrument No. 03379 of Official Records.

35. An easement for access and incidental purposes in the document recorded August 8, 2011 in Book 20110808 as Instrument No. 00597 of Official Records.

(Affects Parcel I)

36. An easement for aerial easement and related access rights and incidental purposes in the document recorded August 8, 2011 in Book 20110808 as Instrument No. 00598 of Official Records.

37. The effect of a map purporting to show the land and other property, filed in File 184, Page 79 of Record of Surveys.

38. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02145 of Official Records, over a portion of the land.

39. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02146 of Official Records, over a portion of the land.

40. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02147 of Official Records, over a portion of the land.

41. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02148 of Official Records, over a portion of the land.

42. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02149 of Official Records, over a portion of the land.

43. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02150 of Official Records, over a portion of the land.

44. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02151 of Official Records, over a portion of the land.

45. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02152 of Official Records, over a portion of the land.

46. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02153 of Official Records, over a portion of the land.

47. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02154 of Official Records, over a portion of the land.

48. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02155 of Official Records, over a portion of the land.

49. An easement for public utilities and incidental purposes in the document recorded October 9, 2012 in Book 20121009 as Instrument No. 00471 of Official Records.

50. An easement for public utilities and incidental purposes in the document recorded October 9, 2012 in Book 20121009 as Instrument No. 00472 of Official Records.

51. Covenants, conditions,easements and restrictions in a Easement Deed by Court Order in Settlement of Landowner Action recorded AUgust 5, 2013 , in Book 20130805 as Instrument No. Instrument No. 04052 of Official Records.

52. The effect of a map purporting to show the land and other property, filed in File 192, Page 47 of Record of Surveys.

53. A document entitled "City of Las Vegas Notice of Zoning Action" recorded September 17, 2014 in Book 20140917 as Instrument No. 02420 of Official Records.

54. Any violations of the Subdivision or Parcel Map Acts pursuant to the Nevada Revised Statutes as defined under Code Section 278.010-278.630.

55. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.

56. Rights of parties in possession.

INFORMATIONAL NOTES

1. We find no open deeds of trust. Escrow please confirm before closing.

NOTE: Taxes for the fiscal year July 1, 2015 through June 30, 2016, including any secured personal property taxes collected therewith.

APN 139-34-211-003
Total tax: $87,324.13 (Paid)

NOTE: Taxes for the fiscal year July 1, 2015 through June 30, 2016, including any secured personal property taxes collected therewith.

APN 139-33-610-027
Total tax: $17,242.91 (Paid)

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

CONDITIONS

1. **DEFINITIONS**
(a)"Mortgage" means mortgage, deed of trust or other security instrument.
(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**
The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One
or
eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   (a) and use
   (b) improvements on the land
   (c) and division
   (d) environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   (a) a notice of exercising the right appears in the public records on the Policy Date
   (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
   (a) that are created, allowed, or agreed to by you
   (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
   (c) that result in no loss to you
   (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
   (b) in streets, alleys, or waterways that touch your land
   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. land use
   d. improvements on the land
   e. land division
   f. environmental protection

   This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
   This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or(iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b)Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Exhibit J
Environmental Covenant
To be submitted at a later date

Exhibit K

D23

Inst #: 20151005-0001403
Fees: $0.00
N/C Fee: $0.00
10/05/2015 11:32:52 AM
Receipt #: 2572462
Requestor:
ATTORNEY LAS VEGAS CITY
Recorded By: DHG Pgs: 23
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 139-33-699-008

(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrealprop/ownr.aspx)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Perpetual Environmental Covenant and Release of Claims

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

RECORDING REQUESTED BY:

Las Vegas City Attorney's Office

RETURN TO: Name John A. Curtas, Esq.

Address 495 South Main Street, Sixth Floor

City/State/Zip Las Vegas, NV 89101

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

Name

Address

City/State/Zip

This page provides additional information required by NRS 111.312 Sections 1-2.
An additional recording fee of $1.00 will apply.
To print this document properly, do not use page scaling.
Using this cover page does not exclude the document from assessing a noncompliance fee.
P:\Common\Forms & Notices\Cover Page Template Feb2014

APN: 139-33-699-008

[Affirmation: The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain personal information about any person. N.R.S. § 239B.030]

PERPETUAL ENVIRONMENTAL COVENANT AND RELEASE OF CLAIMS MODIFYING SPECIFIED ENVIRONMENTAL OBLIGATIONS CONTAINED WITHIN OCTOBER 21, 1996 PURCHASE AND SALE AGREEMENT; AND NOVEMBER 12, 1996 GRANT, BARGAIN AND SALE DEED

This Instrument is a (1) perpetual Environmental Covenant executed pursuant to the Nevada Uniform Environmental Covenants Act, Nevada Revised Statutes ("N.R.S.") Chapter 445D, by Union Pacific Railroad Company, a Delaware corporation ("Union Pacific" or "Holder"), the Nevada Division of Environmental Protection, an agency of the state of Nevada ("NDEP" or "Holder") the City of Las Vegas, a political subdivision of the State of Nevada ("City of Las Vegas" or "Grantor"), and City Parkway V, Inc., a Nevada not-for-profit-corporation acting in its own capacity and in its capacity as the assignee of all property, contracts, rights, obligations, duties, and covenants of City Parkway IV A, Inc., a dissolved Nevada not-for-profit corporation, and Office District Parking, Inc., a dissolved Nevada not-for-profit corporation ("City Parkway V, Inc." or "Grantor") (**Part A**, below), and (2) perpetual Release of Claims executed by Union Pacific, the City of Las Vegas, and City Parkway V, Inc. (**Part B**, below), which pertains to an approximately 61-acre property located in the City of Las Vegas, Nevada, commonly known as Symphony Park and identified by APN 13934110001 and more fully described in the attached Exhibit A (the "Property"). The City of Las Vegas and City Parkway V, Inc. are referred to herein collectively as the "City Entities." The City Entities and Union Pacific are each referred to herein individually as a "Party" and collectively the "Parties."

RECITALS

This Environmental Covenant and Release of Claims is made with reference to and in consideration of the following facts and representations ("Recitals"):

WHEREAS, Union Pacific formerly owned and operated the Property as part of a rail yard, and, during Union Pacific's ownership of the Property, soil on the Property was contaminated by petroleum hydrocarbons ("TPH") and other substances.

WHEREAS, Union Pacific remediated the Property pursuant to a Remedial Action Plan and related documents approved or issued by NDEP. On March 26, 1998, NDEP issued a determination ("NDEP Order") that Union Pacific had satisfied NDEP's remediation requirements as to soil at the Property, subject to certain conditions, including that Union Pacific would:

(i) "maintain responsibility for soils excavated during future construction which have TPH levels in excess of 100 mg/kg attributable to Union Pacific's past occupancy;" and

(ii) "ensure that deed restrictions are placed on all affected parcels. The deed restriction will require that all soils excavated in future development which are in excess of 100 mg/kg will be disposed of properly in accordance with law, and Union Pacific hereby guarantees that such disposal will be properly accomplished."

WHEREAS, an unknown volume of impacted soil with a TPH concentration in excess of 100 mg/kg remains on the Property.

WHEREAS, on October 21, 1996, Union Pacific entered into a Purchase and Sale Agreement ("PSA") for the Property with PLY Stadium Partners, Inc. ("PLY"). Section 3.2 of the PSA, entitled "Seller's Environmental Obligations," includes covenants stating that Union Pacific is responsible for the remediation of certain contaminated soil in connection with future development projects, consistent with the NDEP Order. Section 2.3(a)(iii) of the PSA contains a specific exception to Union Pacific's covenant responsibility under Section 3.2, and provides that certain "Excess Remediation Costs" must be borne by the buyer or its successor, not Union Pacific. In an order dated August 9, 2010, the federal district judge hearing the "Action," as defined below, determined that Sections 2.3 and 3.2 of the PSA run with the land. Section 3.3 of the PSA also includes a "Buyer's Release" running with the land, under which Union Pacific has been released from any environmental obligation not contained in the PSA, and that release is binding on all successive owners of the Property, including the City Entities.

WHEREAS, on November 12, 1996, as part of the closing, Union Pacific executed a Grant, Bargain and Sale Deed conveying the Property to Nevada Stadium Partners Limited Partnership, which was recorded on November 18, 1996 as Document No. 00284, Book No. 961118 of the Official Records (the "Union Pacific Deed"). Consistent with the NDEP Order, the Union Pacific Deed contains four "Environmental Provisions," (a) through (d), containing covenants by Union Pacific that specify its ongoing responsibility for TPH and heavy metal contamination of the soil and groundwater at the Property existing as of the date of the Union Pacific Deed. The Union Pacific Deed states that all covenants contained therein "are intended to be running covenants, burdening and benefiting the parties' successors and assigns."

WHEREAS, on November 15, 1996, three days before the Union Pacific Deed was recorded, PLY assigned the PSA to Nevada Stadium Partners Limited Partnership. On the same day, Union Pacific and Nevada Stadium Partners Limited Partnership executed a Memorandum of Rights that, *inter alia*, confirmed Union Pacific's right to recover Excess Remediation Costs under Section 2.3(a)(iii) of the PSA, which was recorded on November 18, 1996 as Document No. 285, Book No. 961118 of the Official Records and re-recorded on December 2, 1996 as Document No. 1377, Book No. 961202 of the Official Records.

WHEREAS, in July 1998, PAMI Las Vegas, Inc. acquired the Property through a Trustee's Deed Upon Sale, which was recorded on July 15, 1998 as Document No. 02016, Book No. 980715 of the Official Records. On December 13, 2000, PAMI Las Vegas, Inc. conveyed the Property to City Parkway V, Inc., pursuant to a Grant, Bargain and Sale Deed recorded on December 29, 2000 in the Official Records as Document No. 0003129, Book No. 20001229 of the Official Records and re-recorded on December 12, 2005 as Document No. 0002665, Book No. 20051212 of the Official Records. While City Parkway V, Inc. still owns the majority of the Property, some parcels of the Property have been conveyed to other City Entities, and other portions have been conveyed to private parties pursuant to disposition and development agreements and similar agreements.

WHEREAS, since December 2000, various portions of the Property have been used for events, improved with public roadways and utilities, leased for use as parking lots or materials storage and staging, and developed with structures and landscaping.

WHEREAS, in 2007, during the City Entities' first development project at the Property, a dispute arose between Union Pacific and the City Entities concerning the responsibilities for contaminated soil excavated at the Property during development activities.

WHEREAS, on May 20, 2009, the City Entities and Union Pacific entered into a Soils Removal Agreement ("SRA") to ensure that contaminated soils were removed from the Property as expeditiously as practicable, while fully and completely preserving rights under the Union Pacific Deed, the PSA, and the Memorandum of Rights, with respect to the ongoing dispute concerning those soils.

WHEREAS, on June 30, 2009, City Parkway V, Inc., City Parkway IV A, Inc. and Office District Parking I, Inc., which were not-for-profit corporations wholly owned and operated by the City of Las Vegas, filed a civil action against Union Pacific in Clark County District Court with respect to Union Pacific's responsibility for contaminated soil under the Union Pacific Deed. Union Pacific removed that action to federal court, where it was pending as a civil action entitled *City Parkway V, Inc. et al. v. Union Pacific Railroad Company*, United States District Court for the District of Nevada Case No. 2:09-cv-01299-PMP-GWF ("Action"). On September 25, 2009, Union Pacific filed a counterclaim in the Action, asserting various causes of action with respect to the plaintiffs' responsibility for

contaminated soil under the Union Pacific Deed, the PSA, the Memorandum of Rights, and the SRA, and to Union Pacific's right to Excess Remediation Costs under the PSA and the Memorandum of Rights.

WHEREAS, the City of Las Vegas and City Parkway V, Inc. represent that (1) on February 13, 2014, City Parkway V, Inc. accepted the assignment of, and thereby assumed, all property, contracts, rights, obligations, duties, and covenants of City Parkway IV A, Inc. related to the Property; (2) on February 13, 2014, City Parkway V, Inc. accepted the assignment of, and thereby assumed, all property, contracts, rights, obligations, duties and covenants of Office District Parking I, Inc. related to the Property; and (3) City Parkway IV A, Inc. and Office District Parking I, Inc. were subsequently dissolved.

WHEREAS, the City Entities and Union Pacific, each without admitting any liability with respect to the Action, have entered into a Settlement and Release Agreement ("Settlement Agreement") which resolves all claims relating to the Action, completely releasing Union Pacific from all liability and responsibility for past and existing contamination at and emanating from the Property and transferring all future responsibility for such past and existing contamination to the City Entities.

WHEREAS, the Settlement Agreement requires that the City Entities and Union Pacific execute an environmental covenant pursuant to the Nevada Uniform Environmental Covenants Act (N.R.S. Chapter 445D), which is approved and signed by NDEP, and which, among other things, transfers Union Pacific's environmental obligations to the City of Las Vegas.

WHEREAS, the City Entities, as record owners of certain parcels located at the Property, desire to provide notice of the existing environmental conditions and covenants and to bind all parties having any right, title or interest in those parcels, or any portion of them, their heirs, successors, and assigns, and any persons using that real property.

WHEREAS, an NDEP approved soil and groundwater management plan has been developed for use prior to the initiation of future development that creates subsurface excavations in the area of petroleum hydrocarbon-contaminated soil, disturbs or exposes petroleum hydrocarbon-contaminated soil, or requires dewatering at the Property. Future users of the Property that plan on disturbing the impacted soil defined in this covenant shall incorporate the provisions of the soil and groundwater management plan into a work plan for NDEP's review and approval.

NOW, THEREFORE, the City Entities and Union Pacific desire to execute and record the Environmental Covenant set forth at Part A below, as approved by NDEP, and the Release of Claims set forth at Part B below.

PART A: ENVIRONMENTAL COVENANT
Executed by NDEP, Union Pacific, and the City Entities

1. **Recitals Incorporated**. The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. **Terms Defined Above Incorporated**. All terms defined above are incorporated herein by this reference.

3. **Additional Defined Terms**. These additional defined terms shall have the following meanings, when used in this Environmental Covenant:

   A. **"Contamination"** means all contaminants, pollutants, chemicals, substances, products, constituents, wastes, and other materials of any nature whatsoever, whether located in air, soil (including soil gas), or water (including groundwater, surface water, and well water): (1) which are or become listed, regulated, or addressed pursuant to any of the following federal statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. section 1801, *et seq.* ("HMTA"); the Resource Conversation and Recovery Act, 42 U.S.C. section 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. section 2601, *et seq.* ("TSCA"); the Clean Air Act, 42 U.S.C. section 7401, *et seq.* ("CAA"); the Clean Water Act, 33 U.S.C. section 1251, *et seq.* ("CWA"); the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. section 136 *et seq.* ("FIFRA"); the Atomic Energy Act of 1954 ("AEA") and Low-Level Radioactive Waste Policy Act ("LLRWPA"), 42 U.S.C. section 2014 *et seq.*; the Nuclear Waste Policy Act of 1982, 42 U.S.C. section 10101 *et seq.* ("NWPA"); and the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. section 11001 *et seq.* ("EPCRA"); (2) which are or become listed, regulated, or addressed pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to or imposing liability (including, but not limited to, response, removal and remediation costs) or standards of conduct or performance concerning any hazardous, extremely hazardous, toxic, dangerous, restricted, or designated waste, substance or material, as now or at any time hereafter may be in effect; (3) which are explosive, corrosive, reactive, ignitable, toxic, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous to human health or the environment; (4) which are or contain oil, gasoline, diesel fuel or other petroleum hydrocarbons; or (5) which are or contain lead, arsenic, other metals, volatile organic compounds, semi-volatile organic compounds, polycyclic/polynuclear aromatic hydrocarbons, polychlorinated biphenyls, asbestos, radioactive materials, or radon gas.

   B. "**Development Agreements**" means all development, disposition, lease, exchange, infrastructure, and sale agreements (as amended and/or restated) entered into, or which

in the future may be entered into, by the City Entities that include terms addressing any of the Union Pacific Obligations at the parcel(s) covered by such agreements, regardless of whether a City Entity still owns the parcel(s) as of the Effective Date of the Settlement Agreement or previously conveyed the parcel(s) pursuant to a Development Agreement. The City Entities represent and warrant that, as of the Effective Date of the Settlement Agreement, the following are the operative Development Agreements:

i. Disposition and Development Agreement between City Parkway V, Inc., City of Las Vegas, and Keep Memory Alive, dated February 2, 2006, as subsequently amended;

ii. Disposition and Development Agreement between City Parkway V, Inc., City of Las Vegas, and Newland Communities, LLC, dated November 7, 2007, as subsequently amended;

iii. Disposition and Development Agreement between City Parkway V, Inc. and Palmer City-Core Union Park Hotel, LLC, dated March 19, 2008;

iv. Master Development Agreement between City Parkway IV A, Inc., Office District Parking I, Inc., City of Las Vegas, LiveWork LLC, FC Vegas 20, LLC, and FC Vegas 39, LLC, dated May 21, 2008, as subsequently amended;

v. Third Amended Agreement to Design, Construct and Lease a Performing Arts Center between City Parkway V, Inc., City of Las Vegas, and Las Vegas Performing Arts Center Foundation, dated November 4, 2009, as subsequently amended;

vi. Exchange and Parcel P-Q Development Agreement between City Parkway IV A, Inc., and PQ Las Vegas, LLC, dated December 17, 2009;

vii. Declaration of Special Land Use Restrictions, Option to Purchase and Infrastructure Agreement between City Parkway IV A, Inc., City Parkway V, Inc., PQ Las Vegas, LLC, and PQ Ground Lessee, LLC, dated December 17, 2009;

viii. Disposition and Development Agreement between City Parkway V, Inc., and the Cleveland Clinic Foundation, dated June 17, 2011;

ix. Disposition and Development Agreement between City Parkway V, Inc., and The Smith Center for the Performing Arts, dated October 3, 2011; and

xi. Disposition and Development Agreement between City

Parkway V, Inc., Office District Parking I, Inc., and Citra Real Estate Capital, LLC, dated November 14, 2013.

C. "**Union Pacific Obligations**" means all legal, equitable, and regulatory obligations, liabilities, and responsibilities of Union Pacific, whether past, current, or future, and whether asserted by the City, other City Entities, or third parties, relating to or arising from Contamination located on, located under, or emanating from the Property as of the Effective Date of this Agreement (collectively, "Obligations"), including, without limitation:

i. the excavation, replacement, sampling, testing, stockpiling, transport, remediation and disposal of soil contaminated with petroleum hydrocarbons (including gasoline-range hydrocarbons, diesel-range hydrocarbons, oil-range hydrocarbons, and total petroleum hydrocarbons (TPH) as measured by any methodology), lead, arsenic, other heavy metals, and/or any other Contamination;

ii. Obligations contained within the NDEP Order;

iii. Obligations contained within "Environmental Provisions" (a) through (d) of the Union Pacific Deed;

iv. Obligations contained within Section 3.2 ("Seller's Environmental Obligations") of the PSA;

v. Obligations contained within the SRA; and

vi. claims, causes of action, and demands by third parties against Union Pacific, the City, or other City Entities, and any losses, damages, or costs associated with such claims, causes of action, or demands.

4. **Authority**. This is an Environmental Covenant executed by the Parties and signed and approved by NDEP, pursuant to N.R.S. Chapter 445D.

5. **Property Subject to Environmental Covenant**. The real property subject to this Environmental Covenant is an approximately 61-acre property located in the City of Las Vegas, Nevada, as more fully described in the attached Exhibit A (defined above as the "Property").

6. **Agency Waiver of Signature Requirement**. Pursuant to N.R.S. section 445D.130(e), NDEP hereby waives the requirement that this Environmental Covenant be signed by every owner of the fee simple of the Property subject to this covenant.

7. **Recording of Environmental Covenant**. The City Entities shall record this Environmental Covenant against all portions of the Property owned by the City Entities and not subject to a Development Agreement, within five (5) days of this Environmental Covenant being executed by the Parties and signed and approved by NDEP. Upon termination of a Development Agreement under circumstances that also terminate any contractual obligations by the City Entities to the other parties to the Development Agreement relating to the Union Pacific Obligations, the City Entities shall immediately, and prior to entering into any new Development Agreement related to the same parcel(s), record this Environmental Covenant against the parcel(s). After the Effective Date of the Settlement Agreement, none of the City Entities shall enter into any Development Agreement with another party unless the Development Agreement, as executed by all parties, (i) gives notice of and incorporates as an exhibit this Environmental Covenant, (ii) specifies that any remedies with respect to performance or breach of any Union Pacific Obligations shall solely and exclusively lie against the City Entities, and (iii) releases Union Pacific from any liability for the Union Pacific Obligations.

8. **Holders and Grantor of Environmental Covenant**. The holders of this Environmental Covenant are Union Pacific and NDEP ("Holders"). The Grantors of this Environmental Covenant are the City Entities.

9. **Right to Enforce Environmental Covenant**. The City Entities expressly grant Holders the right to enforce this Environmental Covenant. Pursuant to N.R.S. Section 445D.200, the City Entities also grant a right of enforcement of this Environmental Covenant to (a) any owner of the Property or portion thereof, or (b) any "Person," as that term is defined in N.R.S. section 445D.090, whose interest in real property or whose collateral or liability may be affected by the alleged violation of the covenant. Holders shall be entitled to recover from the City Entities, jointly and severally, all attorneys' fees and other costs incurred in enforcing this Environmental Covenant.

10. **Administrative Record**. Any administrative records relating to any named environmental response project(s) for the Property are located at:

    State of Nevada
    Division of Environmental Protection
    Bureau of Corrective Actions
    2030 E. Flamingo Rd. Suite 230
    Las Vegas, NV 89119

11. **NDEP Notice Requirements.** Any development which creates subsurface excavations in the area of residual petroleum hydrocarbon-contaminated soil, or that would disturb the petroleum hydrocarbon-impacted soils or groundwater on the Property, requires notice to the NDEP. Any documentation or communication required under this Covenant shall be sent or directed to:

State of Nevada
Division of Environmental Protection
Bureau of Corrective Actions
2030 East Flamingo Road, Suite 230
Las Vegas, NV 89119

ATTN: Remediation Branch Supervisor
Reference: Project # Facility ID H-000557

There are no reporting requirements if excavations do not extend into residual petroleum hydrocarbon-impacted soils or if the petroleum hydrocarbon-impacted soils or groundwater are not used or disturbed.

12. **Activity and Use Limitations**. This Environmental Covenant creates obligations on the part of the City Entities with respect to the Property. Specifically, by this Environmental Covenant, the City Entities and Union Pacific affirm and agree that:

    i. All Union Pacific Obligations under the NDEP Order are transferred from Union Pacific to the City of Las Vegas;

    ii. All Union Pacific Obligations under the "Environmental Provisions" of the Union Pacific Deed are transferred from Union Pacific to the City of Las Vegas;

    iii. All Union Pacific Obligations under Section 3.2 of the PSA are transferred from Union Pacific to the City of Las Vegas;

    iv. Section 2.3(a)(iii) of the PSA shall be inoperative and unenforceable;

    vi. This Environmental Covenant does not affect any rights or obligations under Section 3.1, Section 3.3, or any other section in the PSA other than Section 2.3(a)(iii) and Section 3.2; and

    vii. With respect to (i) though (vi) above and in all other instances, the City of Las Vegas assumes (a) all of Union Pacific's obligations to investigate and clean up any contamination on, under, or emanating from the Property, whether such contamination is found in air, soil, soil vapor, groundwater, surface water, or another medium, whether such contamination is known or unknown, and whether such contamination is or is not covered by or the subject of the PSA, and (b) all other

Union Pacific Obligations. Union Pacific shall have no further obligations of any kind or nature with respect to the Union Pacific Obligations and is fully released from those obligations.

viii. If subsurface excavations occur in the area of petroleum hydrocarbon-contaminated soil, the petroleum hydrocarbon impacted-soils are disturbed, or if it is necessary to dewater the Property, NDEP must be notified and the person undertaking the work shall implement the soil and groundwater management plan and incorporate it into a work plan for NDEP's review and approval. The work plan shall describe the work being undertaken and the procedures being employed to manage the soil and water, which procedures must be approved by the NDEP and comply with existing rules and regulations adopted by the NDEP. Upon completion of the work, a report shall be filed with NDEP detailing the manner in which the petroleum hydrocarbon-impacted soils and/or groundwater were handled and removed and the actions taken to comply with the existing rules and regulations for the management of the soil and water. Pursuant to Paragraph 15, below, the City Entities may record a revised environmental covenant, with the approval of NDEP and Union Pacific, documenting the condition of the Property after the work has been completed.

13. **Union Pacific Responsibility to NDEP in Event of City Entities' Failure to Perform**. NDEP considers Union Pacific also responsible for the existing soil and groundwater contamination beneath and emanating from the Property, to the extent such contamination results from Union Pacific's prior occupancy and use of the Property. As such, NDEP may request that Union Pacific resume direct responsibility for soil and/or groundwater remediation and monitoring activities associated with the Property if the City Entities fail to perform their obligations under this Environmental Covenant adequately, with respect to their responsibility to conduct required remediation and/or monitoring activities or submit adequate documentation requested by the NDEP designed to track remediation and monitoring progress. Nothing in this Paragraph 13 shall alter either the City Entities' obligations, or Union Pacific's rights to enforce those obligations, under this Environmental Covenant.

14. **Runs with Land**. This Environmental Covenant, and all provisions herein -- including, without limitation, the obligations specified in Paragraph 12 – runs with the land and is binding on successors in title, other successors in interest, and assigns.

15. **Modifications to Environmental Covenant**. This covenant runs with the Property and any portion thereof, and is perpetual in nature unless modified or terminated pursuant to

N.R.S. Chapter 445D. No amendment or termination of this Environmental Covenant shall occur without the express written approval of both Union Pacific and NDEP.

16. **Agency Accepts No Liability**. NDEP does not accept any liability by acting in its capacity as a Holder of this Environmental Covenant.

17. **Notices**. All notices, requests, demands, or other communications made in connection with this Environmental Covenant shall be in writing and shall be delivered personally, by overnight service, or by first class mail, to the following persons at the following addresses:

If to Union Pacific:

Robert C. Bylsma
Union Pacific Railroad Company
10031 Foothills Blvd., Suite 200
Roseville, CA 95614

With a copy to:

David P. Young
Union Pacific Railroad Company
801 Louisiana, Suite 300
Houston, TX 77002

With a copy to:

John F. Barg
Donald E. Sobelman
Barg Coffin Lewis & Trapp, LLP
350 California Street, 22nd Floor
San Francisco, CA 94104

If to City Entities:

Bradford R. Jerbic, City Attorney
John A. Curtas, Deputy City Attorney
City Attorney's Office
495 S. Main St., 6th Floor
Las Vegas, NV 89101

If to NDEP:

As specified in Paragraph 11, above.

or as otherwise specified by the Parties or NDEP.

18. **Severability; Compliance with N.R.S. Chapter 445D**. The invalidity or unenforceability of any provisions of this Environmental Covenant shall not affect the validity or enforceability of any other provision of this Environmental Covenant, which shall remain in full force and

effect. Any judicial or administrative determination that this Environmental Covenant, or any provision therein, fails to comply with N.R.S. Chapter 445D shall not affect the validity or enforceability of this Environmental Covenant, or any provision therein, under Nevada law as a real covenant running with the land benefitting Union Pacific.

19. **No Assignment**. The obligations of the City Entities under this Environmental Covenant may not be assigned or otherwise transferred, except by operation of law, without the prior written consent of Union Pacific and NDEP, which consent shall not be unreasonably withheld. In no event shall the City Entities' approved assignment of any aspect of this Environmental Covenant relieve the City Entities of their obligations under this Environmental Covenant.

20. **Non-Applicability of NRS 354.626.** The City of Las Vegas, through its legal counsel, has determined that neither Nevada Revised Statutes (NRS) 354.626 nor any other existing law or regulation prevents the City of Las Vegas from fully performing its obligations under this Environmental Covenant. The City agrees that it shall not assert NRS 354.626 or any other existing law or regulation as a partial or full bar to its performance of such obligations, unless compelled to do so by a court of competent jurisdiction. If the City is unable to perform any obligation(s) specified in this Environmental Covenant because of such a judicial action, the Parties agree that this Environmental Covenant shall be reformed by replacing this Paragraph 1920 with the following paragraph:

> 20. **Compliance with NRS 354.626; Failure to Appropriate Sufficient Funds.** The financial obligations of the City of Las Vegas pursuant to this Environmental Covenant shall not exceed those monies appropriated each fiscal year for the purpose of satisfying those obligations. The City hereby agrees that, during any fiscal year in which a financial obligation of the City under this Environmental Covenant, whether contingent or certain, shall arise which by its terms involves, or may involve, the expenditure of money, City shall budget for and appropriate monies sufficient to pay such obligation during the fiscal year in which such financial obligation shall arise.

***

GRANTORS AND/OR THEIR AUTHORIZED REPRESENTATIVES HEREBY AGREE AND EXECUTE THIS ENVIRONMENTAL COVENANT.

[signatures on next page]

Dated: August 12, 2015

CITY PARKWAY V, INC.

By: Elizabeth N. Fretwell

Name: Elizabeth N. Fretwell

Title: President

Dated: August 5, 2015

CITY OF LAS VEGAS

By: C. G. Goodman

Name: Carolyn G. Goodman

Title: Mayor

Attest By: LuAnn D. Holmes
LuAnn D. Holmes, MMC, City Clerk

Approved as to form by:

By: J. A. C

Name: John A. Curtas

Title: Deputy City Attorney

Date: 8-5-15

HOLDERS AND/OR THEIR AUTHORIZED REPRESENTATIVES HEREBY AGREE AND EXECUTE THIS ENVIRONMENTAL COVENANT :

Dated: 9-3, 2015

UNION PACIFIC RAILROAD COMPANY

By: Gayla L. Thal

Name: Gayla L. Thal

Title: Sr. VP Law & Gen. Counsel

Dated: September 28, 2015

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

By: _____

Name: David Emme

Title: Administrator

[acknowledgement pages follow Part B (Release of Claims), below]

PART B: RELEASE OF CLAIMS
Executed by Union Pacific and the City Entities

1. **Recitals Incorporated.** The above Recitals are true and correct and are incorporated herein by this reference.

2. **Terms Defined Above Incorporated.** All terms defined in Part A, above, are incorporated herein by this reference.

3. **Property Subject to Release.** The real property subject to this Release of Claims is the approximately 61-acre property located in the City of Las Vegas, Nevada, as more fully described in the attached Exhibit A (defined in Part A, above, and referenced herein as the "Property").

4. **Release of Claims.** EACH CURRENT OWNER, LESSEE, AND/OR OCCUPANT OF ANY PORTION OF THE PROPERTY, FUTURE OWNER, LESSEE, AND/OR OCCUPANT OF ANY PORTION OF THE PROPERTY, AND THEIR RESPECTIVE SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, HEIRS, AND ASSIGNS AND ALL THEIR PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, AND ANY OTHER PERSON ACTING ON BEHALF OF SUCH OWNERS OR OCCUPANTS HEREBY AND FOREVER RELEASE, ACQUIT, AND FOREVER DISCHARGE UNION PACIFIC AND ITS SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, AND ASSIGNS AND ALL ITS PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, AND ANY OTHER PERSON ACTING ON BEHALF OF UNION PACIFIC, FROM ANY AND ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, ACTIONS, SUITS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CAUSES OF ACTION, LOSSES, DAMAGES, LIENS, ASSESSMENTS, JUDGMENTS, SETTLEMENTS, DEFICIENCIES, PENALTIES, FINES, FEES, RESPONSE COSTS, REMEDIATION COSTS, PERSONAL INJURY DAMAGES, PROPERTY DAMAGES, CONSEQUENTIAL DAMAGES OR COMPENSATION OF ANY NATURE, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, WHETHER PRESENTLY EXISTING OR THAT MAY ARISE IN THE FUTURE, ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE UNION PACIFIC OBLIGATIONS. THE FACT THAT AN OWNER HAS SOLD ITS INTEREST IN THE PROPERTY, A LESSEE HAS RELINQUISHED ITS LEASE INTEREST IN THE PROPERTY, OR AN OCCUPANT NO LONGER OCCUPIES THE PROPERTY, SHALL NOT ALTER, MODIFY, OR TERMINATE THE RELEASE PROVIDED IN THIS PARAGRAPH. TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF UNION PACIFIC OR ANY OTHER PERSON ACTING ON BEHALF OF UNION PACIFIC.

5. **Runs with Land.** This Release of Claims runs with the land, is perpetual in nature, and is binding on successors in title, other successors in interest, and assigns.

6. **Severability.** The invalidity or unenforceability of any provisions of the Environmental Covenant at Part A, above, shall not affect the validity or enforceability of this Release of Claims, which shall remain in full force and effect. Any judicial or administrative determination that either the Environmental Covenant or this Release of Claims fails to comply with N.R.S. Chapter 445D shall not affect the validity or enforceability of this Release of Claims under Nevada law as a real covenant running with the land benefitting Union Pacific.

THIS RELEASE OF CLAIMS IS AGREED TO AND EXECUTED BY:

Dated: August 12, 2015

CITY PARKWAY V, INC.

By: Elizabeth N. Fretwell

Name: Elizabeth N. Fretwell

Title: President

Dated: August 5, 2015

CITY OF LAS VEGAS

By:

Name: Carolyn G. Goodman

Title: Mayor

Attest By:
LuAnn D. Holmes, MMC, City Clerk

Approved as to form by:

By:

Name: John A. Curtas

Title: Deputy City Attorney

Date: 8-5-15

[signatures continue on next page]

Dated: 9-3, 2015

UNION PACIFIC RAILROAD COMPANY

By: Gayla L Thal

Name: Gayla L. Thal

Title: Sr. VP Law & Gen. Couns-el

ACKNOWLEDGEMENT
on behalf of
CITY PARKWAY V, INC.

STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on August 12, 2015, by Elizabeth N. Fretwell, as President of City Parkway V, Inc.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SARA GARCIA
Appt. No. 97-2870-1
My Appt. Expires Sept. 5, 2018

Sara Garcia
Notary Public Signature

ACKNOWLEDGEMENT
on behalf of
THE CITY OF LAS VEGAS

STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on August 5, 2015, by Carolyn G. Goodman, as Mayor of the City of Las Vegas.

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2016

Stacey L Campbell
Notary Public Signature

ACKNOWLEDGEMENT
on behalf of
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on Sept. 28th, 2015, by David Emme, as Administrator of the Nevada Division of Environmental Protection.

KAREN HOWARD
NOTARY PUBLIC
STATE OF NEVADA
No. 05-95780-3 My Appt. Exp. March 24, 2017

Karen Howard
Notary Public Signature

ACKNOWLEDGEMENT
on behalf of
UNION PACIFIC RAILROAD COMPANY

STATE OF NEBRASKA §

§

COUNTY OF DOUGLAS §

On this 3rd day of September, 2015, before me, Julie A Zabrowski, Notary Public in and for said County and State, personally appeared Cayla L. Thiel who is the Sr. VP Law + Gen. Counsel of Union Pacific Railroad Company, a Delaware corporation, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Julie A Zabrowski
Notary Public

GENERAL NOTARY - State of Nebraska
JULIE A. ZABROWSKI
My Comm. Exp. December 7, 2017

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Exhibit F

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"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.

"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 company – the managing member as well as all the other members.

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.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	**Contracting Entity**
Name	The Cleveland Clinic Foundation
Address	9500 Euclid Avenue Attn: William Peacock NA4
Telephone	216.444.2380
EIN or DUNS	34-0714585

Block 2	**Description:**
Subject Matter of Contract/Agreement:	
Disposition and Development Agreement and Parking License Agreement	
RFP #:	N/A

Block 3	**Type of Business**							
☐	Individual	☐	Partnership	☐	Limited Liability Company	☒X	Nonprofit Corporation

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.	Delos M. Cosgrove, M.D. President, CEO and Director, Chair, Board of Governors	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
2.	Steven C. Glass Chief Financial Officer, Treasurer	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
3.	William E. Peacock Chief of Operations	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
4.	David W. Rowan Chief Legal Officer, Chief Governance Officer, Secretary	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
5.	Brian G. Donley, M.D. Chief of Staff, Vice Chair of the Board of Governors	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
6.	Michael P. Harrington Chief Accounting Officer, Controller	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
7.	Linda McHugh, Assistant Secretary	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
8.	Michael J. Meehan, Recording Secretary	3050 Science Park Drive AC321 (AC321) Beachwood, Ohio 44122	216.448.0200
9.	Robert E. Rich, Jr., Director Chair, Board of Directors	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
10.	Joseph M. Scaminace, Vice Chair Board of Directors	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
11.	Patrick Auletta, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
12.	Umberto P. Fedeli, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
13.	Carole Hoover, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
14.	Norma Lerner, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
15.	William E. MacDonald,III, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
16.	Pamela Miller, Director	9500 Euclid Avenue (NA4) Cleveland,	216.444.2000

		Ohio 44195	
17.	Samuel H. Miller, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
18.	Beth E. Mooney, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
19.	Mario Morino, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
20.	Frederick R. Nance, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
21.	Larry Pollock, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
22.	William Reidy, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
23.	Ronald Ross, M.D., F.A.C.R., Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
24.	Ronald Weinberg, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
25.	Morris Weiss, Director	9500 Euclid Avenue (NA4) Cleveland, Ohio 44195	216.444.2000
26.	Abby Abelson, M.D., Director	9500 Euclid Avenue (A50) Cleveland, Ohio 44195	216.444.2000
27.	Alan Kominsky, M.D., Director	9500 Euclid Avenue (N71) Cleveland, Ohio 44195	216.444.2000
28.	Edmund Sabanegh, M.D. Director	9500 Euclid Avenue (BD31) Cleveland, Ohio 44195	216.444.2000

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: _____

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.

David W. Rowan, Chief Legal Officer and Secretary

11/24/2015
Date

State of Ohio
County of Cuyahoga

This instrument was acknowledged before me on

11/24/15 (date) by

David W. Rowan (name of person)

Notary Public

DAVID J. SHERRIFF, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

Exhibit G

First American Title Insurance Company
National Commercial Services

2500 Paseo Verde Parkway, #120
Henderson, NV 89074

November 03, 2015

Economic and Urban Development Dept Las Vegas Redevelopment Agency
City Hall, 495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702)229-6642

Title Officer:	Julie Skinner	and	Elizabeth Caballero
Phone:	(702)731-4131		(702)731-4131

Title Officer:	Julie Skinner	Title Assistant:	Elizabeth Caballero
Phone:	(702)731-4131	Phone:	(702)731-4131
Email:	jskinner@firstam.com	Email:	ecaballero@firstam.com

Order Number: NCS-761672-HHLV

Property: 139-33-610-027 and 139-34-211-003, , NV

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Countersigned by:

_____
Authorized Signatory

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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Schedule A		
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Schedule B-1 - Requirements		
Schedule B-2 - Exceptions		
Conditions		

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

SCHEDULE A

1. Commitment Date: October 23, 2015 at 7:30 A.M.

2. Policy or Policies to be issued: Amount

   (A) ALTA Owner's Policy $To be determined
   To be determined

   Proposed Insured:

   To be determined

   (B) ALTA Loan Policy $To be determined
   To be determined

   Proposed Insured:

   To be determined

3. (A) The estate or interest in the land described in this Commitment is:

   Fee Simple

   (B) Title to said estate or interest at the date hereof is vested in:

   City Parkway V, Inc., a Nevada non-profit corporation

4. The land referred to in this Commitment is situated in the City of , County of Clark, State of Nevada, and is described as follows:

   PARCEL 1:

   A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED PLAT "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

   COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE. THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 32°50'08" EAST, 61.37 FEET; THENCE NORTH 27°55'16" EAST, PARALLEL TO AND 10.00 FEET DISTANT TO SAID GRAND CENTRAL PARKWAY RIGHT-OF-WAY LINE, 168.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°10'50", AN ARC LENGTH OF 44.08 FEET; THENCE SOUTH 67°53'54" EAST 295.22 FEET TO

THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°54’48", AN ARC LENGTH OF 48.65 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST. HAVING A RADIUS OF 2070.00 FEET. TO WHICH A RADIAL LINE BEARS SOUTH 64°59’06" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°06’56". AN ARC LENGTH OF 257.07 FEET; THENCE SOUTH 17°53’58" WEST, 3.71 FEET; THENCE NORTH 62°20’53" WEST. 388.49 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL A-2 OF THAT CERTAIN RECORD OF SURVEY IN FILE 163, PAGE 35 OF SURVEYS

PARCEL 2:

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED PLAT "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER’S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M.,

KNOW AS APN (139-34-211-003) A PROPERLY ENGINEERED LEGAL MUST BE PROVIDED PRIOR TO THE CLOSE OF ESCROW.

SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

(A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

(B) Pay us the premiums, fees and charges for the policy.

(C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

(D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(E) Releases(s) or Reconveyance(s) of Item(s):

(F) Other: None

(G) You must give us the following information:
1. Any off record leases, surveys, etc.
2. Statement(s) of Identity, all parties.
3. Other: A PROPERLY ENGINEERED LEGAL DESCRIPTION MUST BE PROVIDED PRIOR TO THE CLOSE OF ESCROW

The following additional requirements, as indicated by "X", must be met:

[X] (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[X] (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[X] (J) The following LLC documentation is required:
(i) a copy of the Articles of Organization
(ii) a copy of the Operating Agreement, if applicable
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Company Consent to the current transaction

[] (K) The following partnership documentation is required **:**
(i) a copy of the partnership agreement, including all applicable amendments thereto
(ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iii) express Partnership Consent to the current transaction

[] (L) The following corporation documentation is required:
(i) a copy of the Articles of Incorporation
(ii) a copy of the Bylaws, including all applicable Amendments thereto
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Corporate Resolution consenting to the current transaction

[] (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.

[] (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.

[X] (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

[X] (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

[] (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

[] (R) Financial statements from the appropriate parties must be submitted to the Company for review.

[] (S) A copy of the construction contract must be submitted to the Company for review.

[] (T) An inspection of the land must be performed by the Company for verification of the phase of construction.

[] (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. Water rights, claims or title to water, whether or not shown by the public records.

2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the County Assessor, per Nevada Revised Statute 361.260.

3. Any taxes that may be due as provided under NRS 361.4725.

4. Reservations and provisions as contained in the Patent from the State of Nevada, recorded October 17, 1902, in Book 3F of Miscellaneous Records, Pages 230-232, as Instrument No. 5835, Lincoln County, Nevada.

5. Reservations and provisions as contained in the Patent from the State of Nevada, recorded November 30, 1902, in Book 3F of Miscellaneous Records, Page 268, Lincoln County, Nevada.

   The above document was also recorded August 7, 1998 in Book 980807 as Instrument No. 01934 of Official Records.

6. Reservations and provisions as contained in the Patent from the State of Nevada, recorded November 30, 1902, in Book 3F of Miscellaneous Records, Page 270, Lincoln County, Nevada.

7. Reservations and provisions as contained in the Patent from the State of Nevada, recorded June 13, 1904, in Book 3F, Page 497 of Miscellaneous Records, as Patent No. 5220, Lincoln County, Nevada.

8. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded July 1, 1954, in Book 14 as Instrument No. 14123 of Official Records, over a portion of the land.

- A document entitled "Relinquishment of Real Property Easements" recorded May 19, 1995 in Book 950519 as Instrument No. 01636 of Official Records.

- A document entitled "Relinquishment of Real Property Easements" recorded May 19, 1995 in Book 950519 as Instrument No. 01637 of Official Records.

9. An easement for roads and incidental purposes in the document recorded December 9, 1971 in Book 189 as Instrument No. 150775 of Official Records.

- A document entitled "Order of Vacation" recorded August 07, 1992 in Book 920807 as Instrument No. 00831 of Official Records.

- An easement for public utilities and incidental purposes in the document recorded August 07, 1992 in Book 920807 as Instrument No. 00831 of Official Records.

10. Easements as shown and/or dedicated upon the final map of Parkway Center, on file in Book 53 of plats, Page 61 , of Official Records.

11. A document entitled "Water Facilities Installation Agreement" recorded November 19, 1993 in Book 931119 as Instrument No. 01226 of Official Records.

12. The effect of a map purporting to show the land and other property, filed in File 71, Page 7 of Record of Surveys.

13. An easement for public utilities and incidental purposes in the document recorded May 1, 1995 in Book 950501 as Instrument No. 01024 of Official Records.

14. Covenants, conditions, and restrictions in a Grant, Bargain and Sale Deed recorded November 18, 1996, in Book 961118 as Instrument No. 00284 of Official Records.

- A document entitled "Assignment of Landscaping Covenants" recorded March 29, 2005 in Book 20050329 as Instrument No. 05135 of Official Records.

15. The terms, conditions and provisions contained in the document entitled "Memorandum of Rights", executed by and between Union Pacific Railroad Company, a Utah corporation and Nevada Stadium Partners limited partnership, a Delaware limited partnership, recorded November 18, 1996 in Book 961118 as Instrument No. 00285 of Official Records.

    Document re-recorded December 2, 1996 in Book 961202 as Instrument No. 01377 of Official Records.

- A document entitled "Amended and Restated Memorandum of Rights" recorded December 29, 2000 in Book 20001229 as Instrument No. 03127 of Official Records.

16. Any restrictions covering the future use of the land, as disclosed by an Ordinance, recorded November 22, 1996 in Book 961122 of Official Records, Clark County, Nevada, as Instrument No. 00847 and as adopted in that certain document recorded November 22, 1996 in Book 961122 of Official Records, Clark County, Nevada, as Instrument No. 00848 and re-recorded November 25, 1996 in Book 961125 of Official Records, as Instrument No. 00566.

- A document entitled "An Ordinance to Adopt and Amended and Restated Redevelopment Plan which Includes Additional Property Within the Plan, and to Provide for Other Related Matters" recorded June 2, 2006 in Book 20060602 as Instrument No. 01395 of Official Records.

17. The effect of a map purporting to show the land and other property, filed in File 116, Page 12 of Record of Surveys.

18. An easement for ingress, egress and incidental purposes in the document recorded June 6, 2001 in Book 20010606 as Instrument No. 00592 of Official Records.

19. A document entitled "Development Declaration, Parking Agreement and Right of First Refusal" recorded May 02, 2007 in Book 20070502 as Instrument No. 04856 of Official Records.

20. A document entitled "Memorandum of Option Agreement" recorded June 22, 2007 in Book 20070622 as Instrument No. 03503 of Official Records.

    Document(s) declaring modifications thereof recorded May 5, 2011 in Book 20110505 as Instrument No. 03378 of Official Records.

21. An easement for public utilities and incidental purposes in the document recorded January 28, 2008 in Book 20080128 as Instrument No. 02612 of Official Records.

22. The effect of a map purporting to show the land and other property, filed in File 163, Page 35 of Record of Surveys.

23. The effect of a map purporting to show the land and other property, filed in File 173, Page 18 of Record of Surveys.

24. A document entitled "City of Las Vegas Notice of Zoning Action" recorded May 14, 2008 in Book 20080514 as Instrument No. 00207 of Official Records.

25. A document entitled "City of Las Vegas Notice of Zoning Action" recorded June 18, 2008 in Book 20080618 as Instrument No. 00828 of Official Records.

26. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded December 16, 2009 in Book 20091216 as Instrument No. 00606 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

- A document entitled "Amended and Restated Community Charter for Symphony Park" recorded February 9, 2012 in Book 20120209 as Instrument No. 01635 of Official Records.

- **The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is conferred upon The Symphony Park Master Association, Inc., a Nevada nonprofit corporation.**

  Document(s) declaring modifications thereof recorded May 2, 2013 in Book 20130502 as Instrument No. 00995 of Official Records.

27. A document entitled "Declaration of Special Land Use Restrictions, Option to Purchase and Infrastructure Agreement" recorded December 17, 2009 in Book 20091217 as Instrument No. 00661 of Official Records.

28. An easement for bus stop and incidental purposes in the document recorded February 11, 2010 in Book 20100211 as Instrument No. 04593 of Official Records.

29. An easement for public utilities and incidental purposes in the document recorded August 16, 2010 in Book 20100816 as Instrument No. 00987 of Official Records.

30. An easement for public utilities and incidental purposes in the document recorded August 16, 2010 in Book 20100816 as Instrument No. 00989 of Official Records.

31. An easement for public utilities and incidental purposes in the document recorded August 16, 2010 in Book 20100816 as Instrument No. 00991 of Official Records.

32. An easement for public utilities and incidental purposes in the document recorded August 16, 2010 in Book 20100816 as Instrument No. 00992 of Official Records.

33. An easement for public utilities and incidental purposes in the document recorded September 03, 2010 in Book 20100903 as Instrument No. 01390 of Official Records.

34. Covenants, conditions, and restrictions in a Declaration of Restrictive Covenants recorded May 5, 2011, in Book 20110505 as Instrument No. 03379 of Official Records.

35. An easement for access and incidental purposes in the document recorded August 8, 2011 in Book 20110808 as Instrument No. 00597 of Official Records.

(Affects Parcel I)

36. An easement for aerial easement and related access rights and incidental purposes in the document recorded August 8, 2011 in Book 20110808 as Instrument No. 00598 of Official Records.

37. The effect of a map purporting to show the land and other property, filed in File 184, Page 79 of Record of Surveys.

38. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02145 of Official Records, over a portion of the land.

39. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02146 of Official Records, over a portion of the land.

40. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02147 of Official Records, over a portion of the land.

41. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02148 of Official Records, over a portion of the land.

42. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02149 of Official Records, over a portion of the land.

43. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02150 of Official Records, over a portion of the land.

44. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02151 of Official Records, over a portion of the land.

45. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02152 of Official Records, over a portion of the land.

46. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02153 of Official Records, over a portion of the land.

47. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02154 of Official Records, over a portion of the land.

48. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 17, 2011, in Book 20111017 as Instrument No. 02155 of Official Records, over a portion of the land.

49. An easement for public utilities and incidental purposes in the document recorded October 9, 2012 in Book 20121009 as Instrument No. 00471 of Official Records.

50. An easement for public utilities and incidental purposes in the document recorded October 9, 2012 in Book 20121009 as Instrument No. 00472 of Official Records.

51. Covenants, conditions,easements and restrictions in a Easement Deed by Court Order in Settlement of Landowner Action recorded AUgust 5, 2013 , in Book 20130805 as Instrument No. Instrument No. 04052 of Official Records.

52. The effect of a map purporting to show the land and other property, filed in File 192, Page 47 of Record of Surveys.

53. A document entitled "City of Las Vegas Notice of Zoning Action" recorded September 17, 2014 in Book 20140917 as Instrument No. 02420 of Official Records.

54. Any violations of the Subdivision or Parcel Map Acts pursuant to the Nevada Revised Statutes as defined under Code Section 278.010-278.630.

55. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.

56. Rights of parties in possession.

INFORMATIONAL NOTES

1. We find no open deeds of trust. Escrow please confirm before closing.

NOTE: Taxes for the fiscal year July 1, 2015 through June 30, 2016, including any secured personal property taxes collected therewith.

APN 139-34-211-003
Total tax: $87,324.13 (Paid)

NOTE: Taxes for the fiscal year July 1, 2015 through June 30, 2016, including any secured personal property taxes collected therewith.

APN 139-33-610-027
Total tax: $17,242.91 (Paid)

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

CONDITIONS

1. **DEFINITIONS**
(a)"Mortgage" means mortgage, deed of trust or other security instrument.
(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**
The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One
or
eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   (a) and use
   (b) improvements on the land
   (c) and division
   (d) environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   (a) a notice of exercising the right appears in the public records on the Policy Date
   (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
   (a) that are created, allowed, or agreed to by you
   (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
   (c) that result in no loss to you
   (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
   (b) in streets, alleys, or waterways that touch your land
   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. land use
   d. improvements on the land
   e. land division
   f. environmental protection

   This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
   This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or(iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b)Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Exhibit H

D23

Inst #: 20151005-0001403
Fees: $0.00
N/C Fee: $0.00
10/05/2015 11:32:52 AM
Receipt #: 2572462
Requestor:
ATTORNEY LAS VEGAS CITY
Recorded By: DHG Pgs: 23
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 139-33-699-008

(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrealprop/ownr.aspx)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Perpetual Environmental Covenant and Release of Claims

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

RECORDING REQUESTED BY:

Las Vegas City Attorney's Office

RETURN TO: Name John A. Curtas, Esq.

Address 495 South Main Street, Sixth Floor

City/State/Zip Las Vegas, NV 89101

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

Name

Address

City/State/Zip

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APN: 139-33-699-008

[Affirmation: The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain personal information about any person. N.R.S. § 239B.030]

PERPETUAL ENVIRONMENTAL COVENANT AND RELEASE OF CLAIMS MODIFYING SPECIFIED ENVIRONMENTAL OBLIGATIONS CONTAINED WITHIN OCTOBER 21, 1996 PURCHASE AND SALE AGREEMENT; AND NOVEMBER 12, 1996 GRANT, BARGAIN AND SALE DEED

This Instrument is a (1) perpetual Environmental Covenant executed pursuant to the Nevada Uniform Environmental Covenants Act, Nevada Revised Statutes ("N.R.S.") Chapter 445D, by Union Pacific Railroad Company, a Delaware corporation ("Union Pacific" or "Holder"), the Nevada Division of Environmental Protection, an agency of the state of Nevada ("NDEP" or "Holder") the City of Las Vegas, a political subdivision of the State of Nevada ("City of Las Vegas" or "Grantor"), and City Parkway V, Inc., a Nevada not-for-profit-corporation acting in its own capacity and in its capacity as the assignee of all property, contracts, rights, obligations, duties, and covenants of City Parkway IV A, Inc., a dissolved Nevada not-for-profit corporation, and Office District Parking, Inc., a dissolved Nevada not-for-profit corporation ("City Parkway V, Inc." or "Grantor") (**Part A**, below), and (2) perpetual Release of Claims executed by Union Pacific, the City of Las Vegas, and City Parkway V, Inc. (**Part B**, below), which pertains to an approximately 61-acre property located in the City of Las Vegas, Nevada, commonly known as Symphony Park and identified by APN 13934110001 and more fully described in the attached Exhibit A (the "Property"). The City of Las Vegas and City Parkway V, Inc. are referred to herein collectively as the "City Entities." The City Entities and Union Pacific are each referred to herein individually as a "Party" and collectively the "Parties."

RECITALS

This Environmental Covenant and Release of Claims is made with reference to and in consideration of the following facts and representations ("Recitals"):

WHEREAS, Union Pacific formerly owned and operated the Property as part of a rail yard, and, during Union Pacific's ownership of the Property, soil on the Property was contaminated by petroleum hydrocarbons ("TPH") and other substances.

WHEREAS, Union Pacific remediated the Property pursuant to a Remedial Action Plan and related documents approved or issued by NDEP. On March 26, 1998, NDEP issued a determination ("NDEP Order") that Union Pacific had satisfied NDEP's remediation requirements as to soil at the Property, subject to certain conditions, including that Union Pacific would:

(i) "maintain responsibility for soils excavated during future construction which have TPH levels in excess of 100 mg/kg attributable to Union Pacific's past occupancy;" and

(ii) "ensure that deed restrictions are placed on all affected parcels. The deed restriction will require that all soils excavated in future development which are in excess of 100 mg/kg will be disposed of properly in accordance with law, and Union Pacific hereby guarantees that such disposal will be properly accomplished."

WHEREAS, an unknown volume of impacted soil with a TPH concentration in excess of 100 mg/kg remains on the Property.

WHEREAS, on October 21, 1996, Union Pacific entered into a Purchase and Sale Agreement ("PSA") for the Property with PLY Stadium Partners, Inc. ("PLY"). Section 3.2 of the PSA, entitled "Seller's Environmental Obligations," includes covenants stating that Union Pacific is responsible for the remediation of certain contaminated soil in connection with future development projects, consistent with the NDEP Order. Section 2.3(a)(iii) of the PSA contains a specific exception to Union Pacific's covenant responsibility under Section 3.2, and provides that certain "Excess Remediation Costs" must be borne by the buyer or its successor, not Union Pacific. In an order dated August 9, 2010, the federal district judge hearing the "Action," as defined below, determined that Sections 2.3 and 3.2 of the PSA run with the land. Section 3.3 of the PSA also includes a "Buyer's Release" running with the land, under which Union Pacific has been released from any environmental obligation not contained in the PSA, and that release is binding on all successive owners of the Property, including the City Entities.

WHEREAS, on November 12, 1996, as part of the closing, Union Pacific executed a Grant, Bargain and Sale Deed conveying the Property to Nevada Stadium Partners Limited Partnership, which was recorded on November 18, 1996 as Document No. 00284, Book No. 961118 of the Official Records (the "Union Pacific Deed"). Consistent with the NDEP Order, the Union Pacific Deed contains four "Environmental Provisions," (a) through (d), containing covenants by Union Pacific that specify its ongoing responsibility for TPH and heavy metal contamination of the soil and groundwater at the Property existing as of the date of the Union Pacific Deed. The Union Pacific Deed states that all covenants contained therein "are intended to be running covenants, burdening and benefiting the parties' successors and assigns."

WHEREAS, on November 15, 1996, three days before the Union Pacific Deed was recorded, PLY assigned the PSA to Nevada Stadium Partners Limited Partnership. On the same day, Union Pacific and Nevada Stadium Partners Limited Partnership executed a Memorandum of Rights that, *inter alia*, confirmed Union Pacific's right to recover Excess Remediation Costs under Section 2.3(a)(iii) of the PSA, which was recorded on November 18, 1996 as Document No. 285, Book No. 961118 of the Official Records and re-recorded on December 2, 1996 as Document No. 1377, Book No. 961202 of the Official Records.

WHEREAS, in July 1998, PAMI Las Vegas, Inc. acquired the Property through a Trustee's Deed Upon Sale, which was recorded on July 15, 1998 as Document No. 02016, Book No. 980715 of the Official Records. On December 13, 2000, PAMI Las Vegas, Inc. conveyed the Property to City Parkway V, Inc., pursuant to a Grant, Bargain and Sale Deed recorded on December 29, 2000 in the Official Records as Document No. 0003129, Book No. 20001229 of the Official Records and re-recorded on December 12, 2005 as Document No. 0002665, Book No. 20051212 of the Official Records. While City Parkway V, Inc. still owns the majority of the Property, some parcels of the Property have been conveyed to other City Entities, and other portions have been conveyed to private parties pursuant to disposition and development agreements and similar agreements.

WHEREAS, since December 2000, various portions of the Property have been used for events, improved with public roadways and utilities, leased for use as parking lots or materials storage and staging, and developed with structures and landscaping.

WHEREAS, in 2007, during the City Entities' first development project at the Property, a dispute arose between Union Pacific and the City Entities concerning the responsibilities for contaminated soil excavated at the Property during development activities.

WHEREAS, on May 20, 2009, the City Entities and Union Pacific entered into a Soils Removal Agreement ("SRA") to ensure that contaminated soils were removed from the Property as expeditiously as practicable, while fully and completely preserving rights under the Union Pacific Deed, the PSA, and the Memorandum of Rights, with respect to the ongoing dispute concerning those soils.

WHEREAS, on June 30, 2009, City Parkway V, Inc., City Parkway IV A, Inc. and Office District Parking I, Inc., which were not-for-profit corporations wholly owned and operated by the City of Las Vegas, filed a civil action against Union Pacific in Clark County District Court with respect to Union Pacific's responsibility for contaminated soil under the Union Pacific Deed. Union Pacific removed that action to federal court, where it was pending as a civil action entitled *City Parkway V, Inc. et al. v. Union Pacific Railroad Company*, United States District Court for the District of Nevada Case No. 2:09-cv-01299-PMP-GWF ("Action"). On September 25, 2009, Union Pacific filed a counterclaim in the Action, asserting various causes of action with respect to the plaintiffs' responsibility for

contaminated soil under the Union Pacific Deed, the PSA, the Memorandum of Rights, and the SRA, and to Union Pacific's right to Excess Remediation Costs under the PSA and the Memorandum of Rights.

WHEREAS, the City of Las Vegas and City Parkway V, Inc. represent that (1) on February 13, 2014, City Parkway V, Inc. accepted the assignment of, and thereby assumed, all property, contracts, rights, obligations, duties, and covenants of City Parkway IV A, Inc. related to the Property; (2) on February 13, 2014, City Parkway V, Inc. accepted the assignment of, and thereby assumed, all property, contracts, rights, obligations, duties and covenants of Office District Parking I, Inc. related to the Property; and (3) City Parkway IV A, Inc. and Office District Parking I, Inc. were subsequently dissolved.

WHEREAS, the City Entities and Union Pacific, each without admitting any liability with respect to the Action, have entered into a Settlement and Release Agreement ("Settlement Agreement") which resolves all claims relating to the Action, completely releasing Union Pacific from all liability and responsibility for past and existing contamination at and emanating from the Property and transferring all future responsibility for such past and existing contamination to the City Entities.

WHEREAS, the Settlement Agreement requires that the City Entities and Union Pacific execute an environmental covenant pursuant to the Nevada Uniform Environmental Covenants Act (N.R.S. Chapter 445D), which is approved and signed by NDEP, and which, among other things, transfers Union Pacific's environmental obligations to the City of Las Vegas.

WHEREAS, the City Entities, as record owners of certain parcels located at the Property, desire to provide notice of the existing environmental conditions and covenants and to bind all parties having any right, title or interest in those parcels, or any portion of them, their heirs, successors, and assigns, and any persons using that real property.

WHEREAS, an NDEP approved soil and groundwater management plan has been developed for use prior to the initiation of future development that creates subsurface excavations in the area of petroleum hydrocarbon-contaminated soil, disturbs or exposes petroleum hydrocarbon-contaminated soil, or requires dewatering at the Property. Future users of the Property that plan on disturbing the impacted soil defined in this covenant shall incorporate the provisions of the soil and groundwater management plan into a work plan for NDEP's review and approval.

NOW, THEREFORE, the City Entities and Union Pacific desire to execute and record the Environmental Covenant set forth at Part A below, as approved by NDEP, and the Release of Claims set forth at Part B below.

PART A: ENVIRONMENTAL COVENANT
Executed by NDEP, Union Pacific, and the City Entities

1. **Recitals Incorporated**. The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. **Terms Defined Above Incorporated**. All terms defined above are incorporated herein by this reference.

3. **Additional Defined Terms**. These additional defined terms shall have the following meanings, when used in this Environmental Covenant:

   A. **"Contamination"** means all contaminants, pollutants, chemicals, substances, products, constituents, wastes, and other materials of any nature whatsoever, whether located in air, soil (including soil gas), or water (including groundwater, surface water, and well water): (1) which are or become listed, regulated, or addressed pursuant to any of the following federal statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. section 1801, *et seq.* ("HMTA"); the Resource Conversation and Recovery Act, 42 U.S.C. section 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. section 2601, *et seq.* ("TSCA"); the Clean Air Act, 42 U.S.C. section 7401, *et seq.* ("CAA"); the Clean Water Act, 33 U.S.C. section 1251, *et seq.* ("CWA"); the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. section 136 *et seq.* ("FIFRA"); the Atomic Energy Act of 1954 ("AEA") and Low-Level Radioactive Waste Policy Act ("LLRWPA"), 42 U.S.C. section 2014 *et seq.*; the Nuclear Waste Policy Act of 1982, 42 U.S.C. section 10101 *et seq.* ("NWPA"); and the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. section 11001 *et seq.* ("EPCRA"); (2) which are or become listed, regulated, or addressed pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to or imposing liability (including, but not limited to, response, removal and remediation costs) or standards of conduct or performance concerning any hazardous, extremely hazardous, toxic, dangerous, restricted, or designated waste, substance or material, as now or at any time hereafter may be in effect; (3) which are explosive, corrosive, reactive, ignitable, toxic, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous to human health or the environment; (4) which are or contain oil, gasoline, diesel fuel or other petroleum hydrocarbons; or (5) which are or contain lead, arsenic, other metals, volatile organic compounds, semi-volatile organic compounds, polycyclic/polynuclear aromatic hydrocarbons, polychlorinated biphenyls, asbestos, radioactive materials, or radon gas.

   B. "**Development Agreements**" means all development, disposition, lease, exchange, infrastructure, and sale agreements (as amended and/or restated) entered into, or which

in the future may be entered into, by the City Entities that include terms addressing any of the Union Pacific Obligations at the parcel(s) covered by such agreements, regardless of whether a City Entity still owns the parcel(s) as of the Effective Date of the Settlement Agreement or previously conveyed the parcel(s) pursuant to a Development Agreement. The City Entities represent and warrant that, as of the Effective Date of the Settlement Agreement, the following are the operative Development Agreements:

i. Disposition and Development Agreement between City Parkway V, Inc., City of Las Vegas, and Keep Memory Alive, dated February 2, 2006, as subsequently amended;

ii. Disposition and Development Agreement between City Parkway V, Inc., City of Las Vegas, and Newland Communities, LLC, dated November 7, 2007, as subsequently amended;

iii. Disposition and Development Agreement between City Parkway V, Inc. and Palmer City-Core Union Park Hotel, LLC, dated March 19, 2008;

iv. Master Development Agreement between City Parkway IV A, Inc., Office District Parking I, Inc., City of Las Vegas, LiveWork LLC, FC Vegas 20, LLC, and FC Vegas 39, LLC, dated May 21, 2008, as subsequently amended;

v. Third Amended Agreement to Design, Construct and Lease a Performing Arts Center between City Parkway V, Inc., City of Las Vegas, and Las Vegas Performing Arts Center Foundation, dated November 4, 2009, as subsequently amended;

vi. Exchange and Parcel P-Q Development Agreement between City Parkway IV A, Inc., and PQ Las Vegas, LLC, dated December 17, 2009;

vii. Declaration of Special Land Use Restrictions, Option to Purchase and Infrastructure Agreement between City Parkway IV A, Inc., City Parkway V, Inc., PQ Las Vegas, LLC, and PQ Ground Lessee, LLC, dated December 17, 2009;

viii. Disposition and Development Agreement between City Parkway V, Inc., and the Cleveland Clinic Foundation, dated June 17, 2011;

ix. Disposition and Development Agreement between City Parkway V, Inc., and The Smith Center for the Performing Arts, dated October 3, 2011; and

xi. Disposition and Development Agreement between City

Parkway V, Inc., Office District Parking I, Inc., and Citra Real Estate Capital, LLC, dated November 14, 2013.

C. "**Union Pacific Obligations**" means all legal, equitable, and regulatory obligations, liabilities, and responsibilities of Union Pacific, whether past, current, or future, and whether asserted by the City, other City Entities, or third parties, relating to or arising from Contamination located on, located under, or emanating from the Property as of the Effective Date of this Agreement (collectively, "Obligations"), including, without limitation:

i. the excavation, replacement, sampling, testing, stockpiling, transport, remediation and disposal of soil contaminated with petroleum hydrocarbons (including gasoline-range hydrocarbons, diesel-range hydrocarbons, oil-range hydrocarbons, and total petroleum hydrocarbons (TPH) as measured by any methodology), lead, arsenic, other heavy metals, and/or any other Contamination;

ii. Obligations contained within the NDEP Order;

iii. Obligations contained within "Environmental Provisions" (a) through (d) of the Union Pacific Deed;

iv. Obligations contained within Section 3.2 ("Seller's Environmental Obligations") of the PSA;

v. Obligations contained within the SRA; and

vi. claims, causes of action, and demands by third parties against Union Pacific, the City, or other City Entities, and any losses, damages, or costs associated with such claims, causes of action, or demands.

4. **Authority**. This is an Environmental Covenant executed by the Parties and signed and approved by NDEP, pursuant to N.R.S. Chapter 445D.

5. **Property Subject to Environmental Covenant**. The real property subject to this Environmental Covenant is an approximately 61-acre property located in the City of Las Vegas, Nevada, as more fully described in the attached Exhibit A (defined above as the "Property").

6. **Agency Waiver of Signature Requirement**. Pursuant to N.R.S. section 445D.130(e), NDEP hereby waives the requirement that this Environmental Covenant be signed by every owner of the fee simple of the Property subject to this covenant.

7. **Recording of Environmental Covenant**. The City Entities shall record this Environmental Covenant against all portions of the Property owned by the City Entities and not subject to a Development Agreement, within five (5) days of this Environmental Covenant being executed by the Parties and signed and approved by NDEP. Upon termination of a Development Agreement under circumstances that also terminate any contractual obligations by the City Entities to the other parties to the Development Agreement relating to the Union Pacific Obligations, the City Entities shall immediately, and prior to entering into any new Development Agreement related to the same parcel(s), record this Environmental Covenant against the parcel(s). After the Effective Date of the Settlement Agreement, none of the City Entities shall enter into any Development Agreement with another party unless the Development Agreement, as executed by all parties, (i) gives notice of and incorporates as an exhibit this Environmental Covenant, (ii) specifies that any remedies with respect to performance or breach of any Union Pacific Obligations shall solely and exclusively lie against the City Entities, and (iii) releases Union Pacific from any liability for the Union Pacific Obligations.

8. **Holders and Grantor of Environmental Covenant**. The holders of this Environmental Covenant are Union Pacific and NDEP ("Holders"). The Grantors of this Environmental Covenant are the City Entities.

9. **Right to Enforce Environmental Covenant**. The City Entities expressly grant Holders the right to enforce this Environmental Covenant. Pursuant to N.R.S. Section 445D.200, the City Entities also grant a right of enforcement of this Environmental Covenant to (a) any owner of the Property or portion thereof, or (b) any "Person," as that term is defined in N.R.S. section 445D.090, whose interest in real property or whose collateral or liability may be affected by the alleged violation of the covenant. Holders shall be entitled to recover from the City Entities, jointly and severally, all attorneys' fees and other costs incurred in enforcing this Environmental Covenant.

10. **Administrative Record**. Any administrative records relating to any named environmental response project(s) for the Property are located at:

    State of Nevada
    Division of Environmental Protection
    Bureau of Corrective Actions
    2030 E. Flamingo Rd. Suite 230
    Las Vegas, NV 89119

11. **NDEP Notice Requirements.** Any development which creates subsurface excavations in the area of residual petroleum hydrocarbon-contaminated soil, or that would disturb the petroleum hydrocarbon-impacted soils or groundwater on the Property, requires notice to the NDEP. Any documentation or communication required under this Covenant shall be sent or directed to:

State of Nevada
Division of Environmental Protection
Bureau of Corrective Actions
2030 East Flamingo Road, Suite 230
Las Vegas, NV 89119

ATTN: Remediation Branch Supervisor
Reference: Project # Facility ID H-000557

There are no reporting requirements if excavations do not extend into residual petroleum hydrocarbon-impacted soils or if the petroleum hydrocarbon-impacted soils or groundwater are not used or disturbed.

12. **Activity and Use Limitations**. This Environmental Covenant creates obligations on the part of the City Entities with respect to the Property. Specifically, by this Environmental Covenant, the City Entities and Union Pacific affirm and agree that:

    i. All Union Pacific Obligations under the NDEP Order are transferred from Union Pacific to the City of Las Vegas;

    ii. All Union Pacific Obligations under the "Environmental Provisions" of the Union Pacific Deed are transferred from Union Pacific to the City of Las Vegas;

    iii. All Union Pacific Obligations under Section 3.2 of the PSA are transferred from Union Pacific to the City of Las Vegas;

    iv. Section 2.3(a)(iii) of the PSA shall be inoperative and unenforceable;

    vi. This Environmental Covenant does not affect any rights or obligations under Section 3.1, Section 3.3, or any other section in the PSA other than Section 2.3(a)(iii) and Section 3.2; and

    vii. With respect to (i) though (vi) above and in all other instances, the City of Las Vegas assumes (a) all of Union Pacific's obligations to investigate and clean up any contamination on, under, or emanating from the Property, whether such contamination is found in air, soil, soil vapor, groundwater, surface water, or another medium, whether such contamination is known or unknown, and whether such contamination is or is not covered by or the subject of the PSA, and (b) all other

Union Pacific Obligations. Union Pacific shall have no further obligations of any kind or nature with respect to the Union Pacific Obligations and is fully released from those obligations.

viii. If subsurface excavations occur in the area of petroleum hydrocarbon-contaminated soil, the petroleum hydrocarbon impacted-soils are disturbed, or if it is necessary to dewater the Property, NDEP must be notified and the person undertaking the work shall implement the soil and groundwater management plan and incorporate it into a work plan for NDEP's review and approval. The work plan shall describe the work being undertaken and the procedures being employed to manage the soil and water, which procedures must be approved by the NDEP and comply with existing rules and regulations adopted by the NDEP. Upon completion of the work, a report shall be filed with NDEP detailing the manner in which the petroleum hydrocarbon-impacted soils and/or groundwater were handled and removed and the actions taken to comply with the existing rules and regulations for the management of the soil and water. Pursuant to Paragraph 15, below, the City Entities may record a revised environmental covenant, with the approval of NDEP and Union Pacific, documenting the condition of the Property after the work has been completed.

13. **Union Pacific Responsibility to NDEP in Event of City Entities' Failure to Perform**. NDEP considers Union Pacific also responsible for the existing soil and groundwater contamination beneath and emanating from the Property, to the extent such contamination results from Union Pacific's prior occupancy and use of the Property. As such, NDEP may request that Union Pacific resume direct responsibility for soil and/or groundwater remediation and monitoring activities associated with the Property if the City Entities fail to perform their obligations under this Environmental Covenant adequately, with respect to their responsibility to conduct required remediation and/or monitoring activities or submit adequate documentation requested by the NDEP designed to track remediation and monitoring progress. Nothing in this Paragraph 13 shall alter either the City Entities' obligations, or Union Pacific's rights to enforce those obligations, under this Environmental Covenant.

14. **Runs with Land**. This Environmental Covenant, and all provisions herein -- including, without limitation, the obligations specified in Paragraph 12 – runs with the land and is binding on successors in title, other successors in interest, and assigns.

15. **Modifications to Environmental Covenant**. This covenant runs with the Property and any portion thereof, and is perpetual in nature unless modified or terminated pursuant to

N.R.S. Chapter 445D. No amendment or termination of this Environmental Covenant shall occur without the express written approval of both Union Pacific and NDEP.

16. **Agency Accepts No Liability**. NDEP does not accept any liability by acting in its capacity as a Holder of this Environmental Covenant.

17. **Notices**. All notices, requests, demands, or other communications made in connection with this Environmental Covenant shall be in writing and shall be delivered personally, by overnight service, or by first class mail, to the following persons at the following addresses:

If to Union Pacific:

Robert C. Bylsma
Union Pacific Railroad Company
10031 Foothills Blvd., Suite 200
Roseville, CA 95614

With a copy to:

David P. Young
Union Pacific Railroad Company
801 Louisiana, Suite 300
Houston, TX 77002

With a copy to:

John F. Barg
Donald E. Sobelman
Barg Coffin Lewis & Trapp, LLP
350 California Street, 22nd Floor
San Francisco, CA 94104

If to City Entities:

Bradford R. Jerbic, City Attorney
John A. Curtas, Deputy City Attorney
City Attorney's Office
495 S. Main St., 6th Floor
Las Vegas, NV 89101

If to NDEP:

As specified in Paragraph 11, above.

or as otherwise specified by the Parties or NDEP.

18. **Severability; Compliance with N.R.S. Chapter 445D**. The invalidity or unenforceability of any provisions of this Environmental Covenant shall not affect the validity or enforceability of any other provision of this Environmental Covenant, which shall remain in full force and

effect. Any judicial or administrative determination that this Environmental Covenant, or any provision therein, fails to comply with N.R.S. Chapter 445D shall not affect the validity or enforceability of this Environmental Covenant, or any provision therein, under Nevada law as a real covenant running with the land benefitting Union Pacific.

19. **No Assignment**. The obligations of the City Entities under this Environmental Covenant may not be assigned or otherwise transferred, except by operation of law, without the prior written consent of Union Pacific and NDEP, which consent shall not be unreasonably withheld. In no event shall the City Entities' approved assignment of any aspect of this Environmental Covenant relieve the City Entities of their obligations under this Environmental Covenant.

20. **Non-Applicability of NRS 354.626.** The City of Las Vegas, through its legal counsel, has determined that neither Nevada Revised Statutes (NRS) 354.626 nor any other existing law or regulation prevents the City of Las Vegas from fully performing its obligations under this Environmental Covenant. The City agrees that it shall not assert NRS 354.626 or any other existing law or regulation as a partial or full bar to its performance of such obligations, unless compelled to do so by a court of competent jurisdiction. If the City is unable to perform any obligation(s) specified in this Environmental Covenant because of such a judicial action, the Parties agree that this Environmental Covenant shall be reformed by replacing this Paragraph 1920 with the following paragraph:

> 20. **Compliance with NRS 354.626; Failure to Appropriate Sufficient Funds.** The financial obligations of the City of Las Vegas pursuant to this Environmental Covenant shall not exceed those monies appropriated each fiscal year for the purpose of satisfying those obligations. The City hereby agrees that, during any fiscal year in which a financial obligation of the City under this Environmental Covenant, whether contingent or certain, shall arise which by its terms involves, or may involve, the expenditure of money, City shall budget for and appropriate monies sufficient to pay such obligation during the fiscal year in which such financial obligation shall arise.

***

GRANTORS AND/OR THEIR AUTHORIZED REPRESENTATIVES HEREBY AGREE AND EXECUTE THIS ENVIRONMENTAL COVENANT.

[signatures on next page]

Dated: August 12, 2015

CITY PARKWAY V, INC.

By: Elizabeth N. Fretwell

Name: Elizabeth N. Fretwell

Title: President

Dated: August 5, 2015

CITY OF LAS VEGAS

By: C. G. Goodman

Name: Carolyn G. Goodman

Title: Mayor

Attest By: LuAnn D. Holmes
LuAnn D. Holmes, MMC, City Clerk

Approved as to form by:

By: J. A. C

Name: John A. Curtas

Title: Deputy City Attorney

Date: 8-5-15

HOLDERS AND/OR THEIR AUTHORIZED REPRESENTATIVES HEREBY AGREE AND EXECUTE THIS ENVIRONMENTAL COVENANT :

Dated: 9-3, 2015

UNION PACIFIC RAILROAD COMPANY

By: Gayla L. Thal

Name: Gayla L. Thal

Title: Sr. VP Law & Gen. Counsel

Dated: September 28, 2015

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

By: _____

Name: David Emme

Title: Administrator

[acknowledgement pages follow Part B (Release of Claims), below]

PART B: RELEASE OF CLAIMS
Executed by Union Pacific and the City Entities

1. **Recitals Incorporated.** The above Recitals are true and correct and are incorporated herein by this reference.

2. **Terms Defined Above Incorporated.** All terms defined in Part A, above, are incorporated herein by this reference.

3. **Property Subject to Release.** The real property subject to this Release of Claims is the approximately 61-acre property located in the City of Las Vegas, Nevada, as more fully described in the attached Exhibit A (defined in Part A, above, and referenced herein as the "Property").

4. **Release of Claims.** EACH CURRENT OWNER, LESSEE, AND/OR OCCUPANT OF ANY PORTION OF THE PROPERTY, FUTURE OWNER, LESSEE, AND/OR OCCUPANT OF ANY PORTION OF THE PROPERTY, AND THEIR RESPECTIVE SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, HEIRS, AND ASSIGNS AND ALL THEIR PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, AND ANY OTHER PERSON ACTING ON BEHALF OF SUCH OWNERS OR OCCUPANTS HEREBY AND FOREVER RELEASE, ACQUIT, AND FOREVER DISCHARGE UNION PACIFIC AND ITS SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, AND ASSIGNS AND ALL ITS PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, AND ANY OTHER PERSON ACTING ON BEHALF OF UNION PACIFIC, FROM ANY AND ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, ACTIONS, SUITS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CAUSES OF ACTION, LOSSES, DAMAGES, LIENS, ASSESSMENTS, JUDGMENTS, SETTLEMENTS, DEFICIENCIES, PENALTIES, FINES, FEES, RESPONSE COSTS, REMEDIATION COSTS, PERSONAL INJURY DAMAGES, PROPERTY DAMAGES, CONSEQUENTIAL DAMAGES OR COMPENSATION OF ANY NATURE, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, WHETHER PRESENTLY EXISTING OR THAT MAY ARISE IN THE FUTURE, ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE UNION PACIFIC OBLIGATIONS. THE FACT THAT AN OWNER HAS SOLD ITS INTEREST IN THE PROPERTY, A LESSEE HAS RELINQUISHED ITS LEASE INTEREST IN THE PROPERTY, OR AN OCCUPANT NO LONGER OCCUPIES THE PROPERTY, SHALL NOT ALTER, MODIFY, OR TERMINATE THE RELEASE PROVIDED IN THIS PARAGRAPH. TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF UNION PACIFIC OR ANY OTHER PERSON ACTING ON BEHALF OF UNION PACIFIC.

5. **Runs with Land.** This Release of Claims runs with the land, is perpetual in nature, and is binding on successors in title, other successors in interest, and assigns.

6. **Severability.** The invalidity or unenforceability of any provisions of the Environmental Covenant at Part A, above, shall not affect the validity or enforceability of this Release of Claims, which shall remain in full force and effect. Any judicial or administrative determination that either the Environmental Covenant or this Release of Claims fails to comply with N.R.S. Chapter 445D shall not affect the validity or enforceability of this Release of Claims under Nevada law as a real covenant running with the land benefitting Union Pacific.

THIS RELEASE OF CLAIMS IS AGREED TO AND EXECUTED BY:

Dated: August 12, 2015

CITY PARKWAY V, INC.

By: Elizabeth N. Fretwell

Name: Elizabeth N. Fretwell

Title: President

Dated: August 5, 2015

CITY OF LAS VEGAS

By:

Name: Carolyn G. Goodman

Title: Mayor

Attest By:
LuAnn D. Holmes, MMC, City Clerk

Approved as to form by:

By:

Name: John A. Curtas

Title: Deputy City Attorney

Date: 8-5-15

[signatures continue on next page]

Dated: 9-3, 2015

UNION PACIFIC RAILROAD COMPANY

By: Gayla L Thal

Name: Gayla L. Thal

Title: Sr. VP Law & Gen. Couns-el

ACKNOWLEDGEMENT
on behalf of
CITY PARKWAY V, INC.

STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on August 12, 2015, by Elizabeth N. Fretwell, as President of City Parkway V, Inc.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SARA GARCIA
Appt. No. 97-2870-1
My Appt. Expires Sept. 5, 2018

Sara Garcia
Notary Public Signature

ACKNOWLEDGEMENT
on behalf of
THE CITY OF LAS VEGAS

STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on August 5, 2015, by Carolyn G. Goodman, as Mayor of the City of Las Vegas.

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2016

Stacey L Campbell
Notary Public Signature

ACKNOWLEDGEMENT
on behalf of
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on Sept. 28th, 2015, by David Emme, as Administrator of the Nevada Division of Environmental Protection.

KAREN HOWARD
NOTARY PUBLIC
STATE OF NEVADA
No. 05-95780-3 My Appt. Exp. March 24, 2017

Karen Howard
Notary Public Signature

ACKNOWLEDGEMENT
on behalf of
UNION PACIFIC RAILROAD COMPANY

STATE OF NEBRASKA §

§

COUNTY OF DOUGLAS §

On this 3rd day of September, 2015, before me, Julie A Zabrowski, Notary Public in and for said County and State, personally appeared Cayla L. Thiel who is the Sr. VP Law + Gen. Counsel of Union Pacific Railroad Company, a Delaware corporation, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Julie A Zabrowski
Notary Public

GENERAL NOTARY - State of Nebraska
JULIE A. ZABROWSKI
My Comm. Exp. December 7, 2017

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-17-2016 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and WILD DECATUR LLC, (Owner) located at 4907 Vegas Drive (aka Imperial Plaza), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area Ward 5 (Barlow) [NOTE: This item is related to Redevelopment Agency Item 6 (RA-4-2016)]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting WILD DECATUR LLC, with the cost of improvements to the property located at 4907 Vegas Drive (aka Imperial Plaza) (APN 138-25-503-003). Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan and the RDA.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-17-2016
2. Public Purpose Impact Analysis
3. Site Map

RESOLUTION NO. R-17-2016

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND WILD DECATUR, LLC ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 138-25-503-003

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, WILD DECATUR, LLC (the "OWNER") the owner of real property and improvements located at 4907 VEGAS DRIVE, and which parcel is commonly known as APN 138-25-503-003 (the "Site"); and

WHEREAS, WILD DECATUR, LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 4907 VEGAS DRIVE, and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to HOP LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2016.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

J. Anticello 2/16/16
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 2016, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and WILD DECATUR, LLC ("Owner").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-five Thousand Dollars and 00/100 **($25,000.00)**, and the Owner has provided a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; an

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY, OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las

Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 South Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership interest is demonstrated by Attachment " 2 ", "Proof of Ownership", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed a maximum of TWENTY-FIVE THOUSAND DOLLARS and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within one hundred eighty (180) days of execution of this Agreement. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle

the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency:	City of Las Vegas Redevelopment Agency 495 S. Main Street, 6th Floor Las Vegas, NV 89101
If to the Owner:	WILD DECATUR, LLC 14250 Ventura Blvd #B Sherman Oaks, CA 91423

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. 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 waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2016 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2016.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTEST:

_____
Secretary

OWNER – WILD DECATUR, LLC

By: _____
Shabi Cohen

Its: Managing Member

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT " 6-B "	DISCLOSURE OF PRINCIPALS - BUSINESS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 8 "	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 25, Township 20 South, Range 60 East, M.D.M., Clark County, described as follows:

Commencing at the northeast corner of said Section 25, being the centerline of Vegas Drive and Decatur Boulevard; thence along the east line of said Section 25 and the centerline of said Decatur Boulevard, South $00^0$41'40" East, 40.00 feet; thence departing said east section line and parallel with the north line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 25, North $89^0$57'34", West 360.00 feet to the Point of Beginning; thence South $00^0$041'40" East, 150.00 feet thence North $89^0$57'34" West, 152.00 feet; thence North $00^0$41'40" West, 150.00 feet to the south right of way line of said Vegas Drive; thence along said south right of way, South $89^0$57'34" East, 152.00 feet to the Point of Beginning.

The above legal description was contained in that certain Corrected Quitclaim Deed recorded March 22, 2007 in book 20070322 as Document No. 0000742, of Official Records

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

See Attached

Inst #: 20150106-0000872
Fees: $20.00 N/C Fee: $0.00
RPTT: $958.80 Ex: #
01/06/2016 09:49:59 AM
Receipt #: 2272460
Requestor:
CHICAGO TITLE OF NEVADA - D
Recorded By: ECM Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

ESCROW NO: 14017635-086-JR

APN: 138-25-503-003
Affix R.P.T.T. $958.80

WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:
WILD DECATUR, LLC, A NEVADA LIMITED LIABILITY COMPANY
14250 VENTURA BLVD
SHERMAN OAKS, CA 91423

ESCROW NO: 14017635-086-JR

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Fong Imperial Plaza, LLC, a Nevada limited liability company fka Fong Imperial Plaza Limited Partnership, a Nevada limited partnership

in consideration of $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

Wild Decatur, LLC, a Nevada Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit A attached hereto and made a part hereof.

Subject to:
1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my/our hand(s) this 3rd day of January 2015.

ESCROW NO: 14017635-086-JR

SELLERS:

Fong Imperial Plaza, LLC, a Nevada limited liability company

Kenneth W. Fong, Manager

Fong Imperial Plaza, LLC, a Nevada limited liability company

Susan Fong, Manager

STATE OF NEVADA)
) ss.
COUNTY OF Clark)

On this 1/3/15 appeared before me, a Notary Public, Susan Fong, Manager of Fong Imperial Plaza, LLC personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the instrument for the purposes therein contained.

Notary Public

My commission expires: 3/20/15

VERONICA PARTIDA
Notary Public State of Nevada
No. 03-80773-1
My Appt. Exp. March 20, 2015

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

On January 2, 2015
personally appeared before me, a Notary Public,
Kenneth Wayne Fong

personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
J. MEEGAN
Appt. No. 98-0609-1
My Appt. Expires Nov 1, 2017

Notary Public

My commission expires: November 1, 2017

AC-98-0609-1

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which faces the southern boundary of Vegas Drive as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 138-25-503-003

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WILD DECATUR, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this ____ day of _____, 2016.

OWNER

WILD DECATUR, LLC

By:_____
Shabi Cohen

Its: Managing Member

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR
"GRANTEE"

ATTEST:

_____

Secretary

APPROVED AS TO FORM

_____

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2016 by SHABI COHEN as Managing Member.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2016 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 25, Township 20 South, Range 60 East, M.D.M., Clark County, described as follows:

Commencing at the northeast corner of said Section 25, being the centerline of Vegas Drive and Decatur Boulevard; thence along the east line of said Section 25 and the centerline of said Decatur Boulevard, South $00^0$41'40" East, 40.00 feet; thence departing said east section line and parallel with the north line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 25, North $89^0$57'34", West 360.00 feet to the Point of Beginning; thence South $00^0$041'40" East, 150.00 feet thence North $89^0$57'34" West, 152.00 feet; thence North $00^0$41'40" West, 150.00 feet to the south right of way line of said Vegas Drive; thence along said south right of way, South $89^0$57'34" East, 152.00 feet to the Point of Beginning.

The above legal description was contained in that certain Corrected Quitclaim Deed recorded March 22, 2007 in book 20070322 as Document No. 0000742, of Official Records

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which faces the southern boundary of Vegas Drive as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$5,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 138-25-503-003

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2016, between WILD DECATUR, LLC hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 4907 VEGAS DRIVE, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.138-25-503-003; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: Facade Easement Area: Facade Easement Area: The area consisting of the building face of said building, which faces the western boundary of South Third Street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 495 South Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
495 SOUTH MAIN STREET, 6TH FLOOR
LAS VEGAS, NV 89101
ATTN: OPERATIONS OFFICER

OWNER: WILD DECATUR, LLC
c/o SHABI COHEN
14250 Ventura Blvd #B
LAS VEGAS, NV 89102

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: SHABI COHEN
Title: MANAGING MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2016 by SHABI COHEN as Managing Member

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2016 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 25, Township 20 South, Range 60 East, M.D.M., Clark County, described as follows:

Commencing at the northeast corner of said Section 25, being the centerline of Vegas Drive and Decatur Boulevard; thence along the east line of said Section 25 and the centerline of said Decatur Boulevard, South $00^0$41'40" East, 40.00 feet; thence departing said east section line and parallel with the north line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 25, North $89^0$57'34", West 360.00 feet to the Point of Beginning; thence South $00^0$041'40" East, 150.00 feet thence North $89^0$57'34" West, 152.00 feet; thence North $00^0$41'40" West, 150.00 feet to the south right of way line of said Vegas Drive; thence along said south right of way, South $89^0$57'34" East, 152.00 feet to the Point of Beginning.

The above legal description was contained in that certain Corrected Quitclaim Deed recorded March 22, 2007 in book 20070322 as Document No. 0000742, of Official Records

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which faces the southern boundary of Vegas Drive as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Store front glass**	**$16,908**
2.	**New Signage**	**$20,000**
3.	**New framing for store front glass**	**$4,500**
4.	**New stucco**	**$7,500**
	TOTAL ESTIMATED PROJECT COSTS	$48,908

Estimated CVIP Grant **$25,000**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

Please Print Legibly

VIP Disclosure of Ownership/Principals

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name Wild Decatur LLC

Mailing Address 14250 VENTURA BLV. SHERMAN OAKS, CA 91423

Business Phone 818-212-8000

Tax ID or Social Security Number 47-2075091

Ownership Interest

Estate in Severalty_____ Tenancy in Common_____ Joint Tenancy_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Tony Maybury	14250 Ventura Blvd, Sherman Oaks, CA 91423	
Shabi Cohen	14250 Ventura Blvd Sherman Oaks, CA 91423	818-212-8000

Additional Ownership/Principals

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*:_____

Please Print Legibly

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document VIP DISCLOSURE

Date of Attached Document 2/2/16

Number of Pages 2

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 2.2.16

State of Nevada
County of Clark

This instrument was acknowledged before me on

2/2/16 (date) by

Shabi Cohen (name of person)

_____
Notary Public

ROBBIE-ANN RAWLINGS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 01-14-19
Certificate No: 11-4989-1

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name Wild Decatur LLC

Mailing Address 14250 Ventura Blvd, Sherman Oaks, CA 91423

Business Phone 818-212-8000

Tax ID or Social Security Number 47-2075091

Type of Business

Sole Proprietor____ Partnership____ Limited Liability Company X Corporation____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Tony Maybury	14250 Ventura Blvd Sherman Oaks, CA 91423	
Shabi Cohen	14250 Ventura Blvd Sherman Oaks, CA 91423	818-212-8000

Additional Ownership/Principals

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*:_____

Please Print Legibly

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature _____

Date 1.13.16

State of Nevada
County of Clark

This instrument was acknowledged before me on

January 13, 2016 (date) by

Shabi Cohen (name of person)

_____
Notary Public

JEFFERSON LO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-26-16
Certificate No: 12-7429-1

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

Please Print Legibly

VIP Participant Affidavit and Employment Plan

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Anthony Maybury & Steve Cohen, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Wild Decatur, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1559-1575 N Decatur ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☑
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☐
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☑ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☑ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. _____(initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. _____(initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. _____(initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. _____(initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 13 day of JAN. 2016, _____.

Authorized Signature: _____

SIGNED AND SWORN TO before

me this 13 day of January, 2016, by Shabi Cohen.

NOTARY PUBLIC

My Commission Expires: 03/26/2016

JEFFERSON LO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-26-16
Certificate No: 12-7429-1

ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

See Attached

VIP Real Property Owner Consent

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Anthony Maybury / Steve Cohen owner and/or authorized representative of APN# 138-25-503-002 138-25-503-003 also commonly known as 1559-1575 N Decatur Blvd hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by Wild Decatur LLC, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 13. day of 1.16., .

Authorized Representative: _____

SIGNED AND SWORN TO before

me this 13 day of January, 2016, by Shabi Cohen.

NOTARY PUBLIC
My Commission Expires: 03/26/2016

JEFFERSON LO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-26-16
Certificate No: 12-7429-1

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
April 6, 2016

Title of Project: **Commercial Visual Improvement Program**

Sponsor/Developer: **WILD DECATUR LLC**

Address of Project: **4907 Vegas Drive (aka Imperial Plaza)**

Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.

Please refer to Exhibit A of RDA Resolution for copy of agreement: (*Commercial Visual Improvement Agreement and Grant of Façade Easement)*

Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.

N/A

Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?

N/A

Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the

redevelopment plan, the agency shall provide an explanation of the reason for the difference.

N/A

Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:

WILD DECATUR LLC purchased 4907 Vegas Drive (aka Imperial Plaza) in January 2015. The property fronts Vegas Drive. All exterior improvements are highly visible from the street; new window glass and framing, exterior stucco and paint, as well as building signage. Applicant has hired a property management company to make sure that all of the improvements (interior and exterior) will be properly maintained.

What is the amount of Private Investment and who is providing it?

$48,908 – Owner Equity

What is the amount of Public Investment and who is providing it?

$25,000 - City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? - 0.3 construction, 0 operations (13.5 FTEs retained)

How many Indirect Jobs will be Created? - 0.1 construction, 1 operations

How many Induced Jobs will be Created? - 0.1 construction, 2 operations

How many Direct Jobs will be Retained? - 12 full-time and 3 part-time (13.5 full-time equivalents (FTEs))

Quantitative Economic Benefits:

$48,908 is being fed into the local economy through the labor and material for the improvements being made to the property from construction. Annually from operations, there will be $1,144,211 in projected economic impact from direct, indirect and induced impacts, of which $123,569 are state and local taxes.

Total Direct Economic Impact:

$48,908 direct economic impact from construction and $685,739 direct economic impact annually from operations.

Total Indirect Economic Impact:

$14,741 indirect economic impact from construction and $156,875 indirect economic impact annually from operations.

Economic Impact Study Performed: Yes ☐ No ☒

Return on Investment Analysis Performed: Yes ☐ No ☒

WILD DECATUR LLC - Economic Impact Summaries:

Construction:

Impact Summary **WILD DECATUR LLC CVIP Construction.impdb** Copyright 2016 Minnesota IMPLAN Group, Inc.

Impact Type	Employment	Labor Income	Total Value Added	Output
Direct Effect	0.3	16,385.7	22,308.8	48,908.0
Indirect Effect	0.1	5,010.4	8,713.1	14,741.4
Induced Effect	0.1	4,215.0	7,877.5	13,343.9
Total Effect	**0.5**	**25,611.1**	**38,899.4**	**76,993.3**

Operations:

Impact Summary **WILD DECATUR LLC CVIP Operations.impdb** Copyright 2016 Minnesota IMPLAN Group, Inc.

ImpactType	Employment	Labor Income	Total Value Added	Output
Direct Effect	13.5	437,334.1	499,391.0	685,738.9
Indirect Effect	1.1	47,786.3	86,169.3	156,874.6
Induced Effect	2.1	95,269.7	178,067.0	301,597.4
Total Effect	**16.7**	**580,390.1**	**763,627.2**	**1,144,210.9**

State and Local Tax Impact:

State and Local Tax Impact by Total **WILD DECATUR LLC CVIP Operations.impdb** Copyright 2016 Minnesota IMPLAN Group, Inc.

Description	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations
Dividends					$30.00
Social Ins Tax- Employee Contribution	$539.00				
Social Ins Tax- Employer Contribution	$1,054.00				
Tax on Production and Imports: Sales Tax			$71,256.00		
Tax on Production and Imports: Property Tax			$30,434.00		
Tax on Production and Imports: Motor Vehicle Lic			$730.00		
Tax on Production and Imports: Severance Tax			$2,964.00		
Tax on Production and Imports: Other Taxes			$12,225.00		
Tax on Production and Imports: S/L NonTaxes			$741.00		
Corporate Profits Tax					
Personal Tax: Income Tax					
Personal Tax: NonTaxes (Fines- Fees				$2,679.00	
Personal Tax: Motor Vehicle License				$513.00	
Personal Tax: Property Taxes				$205.00	
Personal Tax: Other Tax (Fish/Hunt)				$199.00	
Total State and Local Tax	**$1,593.00**		**$118,350.00**	**$3,596.00**	**$30.00**

RESOLUTION NO. _____

RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND WILD DECATUR, LLC (AS OWNER) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE CVIP BY THE AGENCY

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and

WHEREAS, WILD DECATUR, LLC (the "OWNER") is the owner of real property and improvements located at 4907 VEGAS DRIVE, and which parcel is commonly known as APN 138-25-503-003 (the "Site"); and

WHEREAS, WILD DECATUR, LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 4907 VEGAS DRIVE and is undertaking certain exterior improvements to the property in accordance with the Commercial VIP Program; and

WHEREAS, the Agency has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the Governing Body of the Agency has determined that the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to Participant for making physical, visual improvements to the building on the Site, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION and CVIP AGREEMENT was passed, adopted and approved this ____ day of _____, 2016.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, Chair

ATTEST:

_____
SECRETARY

APPROVED AS TO FORM:

V. Ponticello 2/16/16
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 2016, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and WILD DECATUR, LLC ("Owner").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-five Thousand Dollars and 00/100 (**$25,000.00**), and the Owner has provided a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; an

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY, OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las

Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 South Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership interest is demonstrated by Attachment " 2 ", "Proof of Ownership", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed a maximum of TWENTY-FIVE THOUSAND DOLLARS and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within one hundred eighty (180) days of execution of this Agreement. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle

the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency:	City of Las Vegas Redevelopment Agency 495 S. Main Street, 6th Floor Las Vegas, NV 89101
If to the Owner:	WILD DECATUR, LLC 14250 Ventura Blvd #B Sherman Oaks, CA 91423

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. 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 waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2016 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2016.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTEST:

_____

Secretary

OWNER – WILD DECATUR, LLC

By: _____
Shabi Cohen

Its: Managing Member

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT " 6-B "	DISCLOSURE OF PRINCIPALS - BUSINESS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 8 "	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 25, Township 20 South, Range 60 East, M.D.M., Clark County, described as follows:

Commencing at the northeast corner of said Section 25, being the centerline of Vegas Drive and Decatur Boulevard; thence along the east line of said Section 25 and the centerline of said Decatur Boulevard, South $00^0$41'40" East, 40.00 feet; thence departing said east section line and parallel with the north line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 25, North $89^0$57'34", West 360.00 feet to the Point of Beginning; thence South $00^0$041'40" East, 150.00 feet thence North $89^0$57'34" West, 152.00 feet; thence North $00^0$41'40" West, 150.00 feet to the south right of way line of said Vegas Drive; thence along said south right of way, South $89^0$57'34" East, 152.00 feet to the Point of Beginning.

The above legal description was contained in that certain Corrected Quitclaim Deed recorded March 22, 2007 in book 20070322 as Document No. 0000742, of Official Records

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

See Attached

Inst #: 20150106-0000872
Fees: $20.00 N/C Fee: $0.00
RPTT: $958.80 Ex: #
01/06/2016 09:49:59 AM
Receipt #: 2272460
Requestor:
CHICAGO TITLE OF NEVADA - D
Recorded By: ECM Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

ESCROW NO: 14017635-086-JR

APN: 138-25-503-003
Affix R.P.T.T. $958.80

WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:
WILD DECATUR, LLC, A NEVADA LIMITED LIABILITY COMPANY
14250 VENTURA BLVD
SHERMAN OAKS, CA 91423

ESCROW NO: 14017635-086-JR

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Fong Imperial Plaza, LLC, a Nevada limited liability company fka Fong Imperial Plaza Limited Partnership, a Nevada limited partnership

in consideration of $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

Wild Decatur, LLC, a Nevada Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit A attached hereto and made a part hereof.

Subject to:
1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my/our hand(s) this 3rd day of January, 2015.

ESCROW NO: 14017635-086-JR

SELLERS:

Fong Imperial Plaza, LLC, a Nevada limited liability company

Kenneth W. Fong, Manager

Fong Imperial Plaza, LLC, a Nevada limited liability company

Susan Fong, Manager

STATE OF NEVADA)
) ss.
COUNTY OF Clark)

On this 1/3/15

appeared before me, a Notary Public, Susan Fong, Manager of Fong Imperial Plaza, LLC

personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the instrument for the purposes therein contained.

Notary Public

My commission expires: 3/20/15

VERONICA PARTIDA
Notary Public State of Nevada
No. 03-80773-1
My Appt. Exp. March 20, 2015

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

On January 2, 2015
personally appeared before me, a Notary Public,
Kenneth Wayne Fong

personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
J. MEEGAN
Appt. No. 98-0609-1
My Appl. Expires Nov 1, 2017

Notary Public

My commission expires: November 1, 2017

AC-98-0609-1

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which faces the southern boundary of Vegas Drive as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 138-25-503-003

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WILD DECATUR, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this ____ day of _____, 2016.

OWNER

WILD DECATUR, LLC

By:_____
Shabi Cohen

Its: Managing Member

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR
"GRANTEE"

ATTEST:

_____
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2016 by SHABI COHEN as Managing Member.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2016 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 25, Township 20 South, Range 60 East, M.D.M., Clark County, described as follows:

Commencing at the northeast corner of said Section 25, being the centerline of Vegas Drive and Decatur Boulevard; thence along the east line of said Section 25 and the centerline of said Decatur Boulevard, South $00^0$41'40" East, 40.00 feet; thence departing said east section line and parallel with the north line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 25, North $89^0$57'34", West 360.00 feet to the Point of Beginning; thence South $00^0$041'40" East, 150.00 feet thence North $89^0$57'34" West, 152.00 feet; thence North $00^0$41'40" West, 150.00 feet to the south right of way line of said Vegas Drive; thence along said south right of way, South $89^0$57'34" East, 152.00 feet to the Point of Beginning.

The above legal description was contained in that certain Corrected Quitclaim Deed recorded March 22, 2007 in book 20070322 as Document No. 0000742, of Official Records

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which faces the southern boundary of Vegas Drive as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$5,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 138-25-503-003

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2016, between WILD DECATUR, LLC hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 4907 VEGAS DRIVE, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.138-25-503-003; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: Facade Easement Area: Facade Easement Area: The area consisting of the building face of said building, which faces the western boundary of South Third Street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 495 South Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
495 SOUTH MAIN STREET, 6TH FLOOR
LAS VEGAS, NV 89101
ATTN: OPERATIONS OFFICER

OWNER: WILD DECATUR, LLC
c/o SHABI COHEN
14250 Ventura Blvd #B
LAS VEGAS, NV 89102

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: SHABI COHEN
Title: MANAGING MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____

Secretary

APPROVED AS TO FORM:

_____

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2016 by SHABI COHEN as Managing Member

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2016 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 25, Township 20 South, Range 60 East, M.D.M., Clark County, described as follows:

Commencing at the northeast corner of said Section 25, being the centerline of Vegas Drive and Decatur Boulevard; thence along the east line of said Section 25 and the centerline of said Decatur Boulevard, South $00^0$41'40" East, 40.00 feet; thence departing said east section line and parallel with the north line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 25, North $89^0$57'34", West 360.00 feet to the Point of Beginning; thence South $00^0$041'40" East, 150.00 feet thence North $89^0$57'34" West, 152.00 feet; thence North $00^0$41'40" West, 150.00 feet to the south right of way line of said Vegas Drive; thence along said south right of way, South $89^0$57'34" East, 152.00 feet to the Point of Beginning.

The above legal description was contained in that certain Corrected Quitclaim Deed recorded March 22, 2007 in book 20070322 as Document No. 0000742, of Official Records

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which faces the southern boundary of Vegas Drive as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	Store front glass	**$16,908**
2.	New Signage	**$20,000**
3.	New framing for store front glass	**$4,500**
4.	New stucco	**$7,500**
	TOTAL ESTIMATED PROJECT COSTS	$48,908

Estimated CVIP Grant **$25,000**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

VIP Disclosure of Ownership/Principals

Please Print Legibly

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name Wild Decatur LLC

Mailing Address 14250 VENTURA BLV · SHERMAN OAKS, CA 91423

Business Phone 818-212-8000

Tax ID or Social Security Number 47-2075091

Ownership Interest

Estate in Severalty_____ Tenancy in Common_____ Joint Tenancy_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Tony Maybury	14250 Ventura Blvd, Sherman Oaks, CA 91423	
Shabi Cohen	14250 Ventura Blvd Sherman Oaks, CA 91423	818-212-8000

Additional Ownership/Principals

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*:_____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document VIP DISCLOSURE

Date of Attached Document 2/2/16

Number of Pages 2

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 2.2.16

State of Nevada
County of Clark

This instrument was acknowledged before me on

2/2/16 (date) by

Shabi Cohen (name of person)

_____
Notary Public

ROBBIE-ANN RAWLINGS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 01-14-19
Certificate No: 11-4989-1

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

VIP Disclosure of Ownership/Principals

Please Print Legibly

VIP Contracting Entity Information

Name Wild Decatur LLC

Mailing Address 14250 Ventura Blvd, Sherman Oaks, CA 91423

Business Phone 818-212-8000

Tax ID or Social Security Number 47-2075091

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company X Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Tony Maybury	14250 Ventura Blvd	
	Sherman Oaks, CA 91423	
Shabi Cohen	14250 Ventura Blvd	818-212-8000
	Sherman Oaks CA 91423	

Additional Ownership/Principals

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*:_____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature _____

Date 1.13.16

State of Nevada
County of Clark

This instrument was acknowledged before me on

January 13, 2016 (date) by

Shabi Cohen (name of person)

_____
Notary Public

JEFFERSON LO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-26-16
Certificate No: 12-7429-1

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

VIP Participant Affidavit and Employment Plan

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Anthony Mayberry & Steve Cohen, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Wild Decatur, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1559-1575 N Decatur ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☑
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☐
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☑ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☑ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. _____(initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. _____(initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. _____(initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. _____(initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 13 day of JAN. 2016, _____.

Authorized Signature: _____

SIGNED AND SWORN TO before

me this 13 day of January, 2016, by Shabi Cohen.

NOTARY PUBLIC

My Commission Expires: 03/26/2016

JEFFERSON LO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-26-16
Certificate No: 12-7429-1

ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

See Attached

VIP Real Property Owner Consent

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Anthony Maybury / Steve Cohen owner and/or authorized representative of APN# 138-25-503-002 138-25-503-003 also commonly known as 1559-1575 N Decatur Blvd hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by Wild Decatur LLC, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 13. day of 1.16., .

Authorized Representative: _____

SIGNED AND SWORN TO before

me this 13 day of January, 2016, by Shabi Cohen.

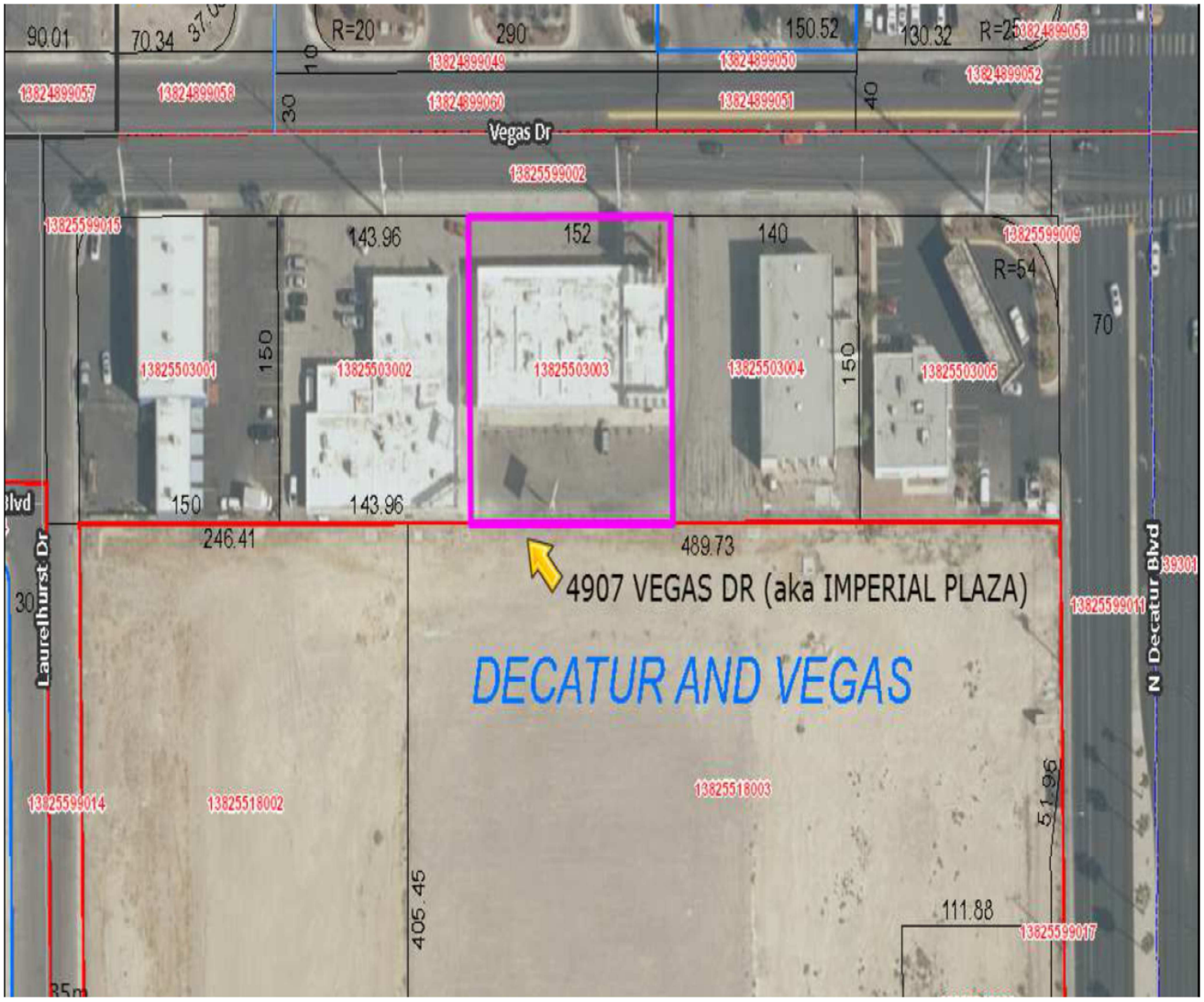
NOTARY PUBLIC
My Commission Expires: 03/26/2016

JEFFERSON LO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-26-16
Certificate No: 12-7429-1

SITE MAP

4907 Vegas Drive (aka Imperial Plaza)

WILD DECATUR LLC



City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-18-2016 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and 4101 MEADOWS LANE, LLC, (Owner and CVIP Participant) located at 4101 Meadows Lane (APN 139-31-601-002), to be in compliance with and in furtherance of the goals and objectives of the RDA - (Not-to-Exceed $25,000 - RDA Special Revenue Fund) - Redevelopment Area 2 Ward 1 (Tarkanian) [NOTE: This item is related to Redevelopment Agency Item 7 (RA2-1-2016)]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting 4101 Meadows Lane, LLC, with the cost of improvements to the property located at 4101 Meadows Lane (APN 139-31-601-002). Approval will adopt findings that the CVIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-18-2016
2. Public Purpose Impact Analysis Report
3. Site Map

RESOLUTION NO. R-18-2016

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND 4101 MEADOWS LANE, LLC ("OWNER" AND "CVIP PARTICIPANT) FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-31-601-002

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, 4101 MEADOWS LANE, LLC (the "OWNER" AND "CVIP PARTICIPANT") of real property and improvements located at 4101 MEADOWS LANE, and

which parcel is commonly known as APN 139-31-601-002 (the "Site"); and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to 4101 MEADOWS LANE, LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" and "CVIP Participant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2016.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

M. C. Lucas
_____
Date
3-15-16

Exhibit A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, ____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and 4101 Meadows Lane, LLC ("Owner").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-Five Thousand Dollars and 00/100 (**$25,000.00**), and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that the Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; an

WHEREAS, the Owner and Tenant desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY, OWNER and TENANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las

Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 South Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and Tenant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment "2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed a maximum of TWENTY-FIVE THOUSAND DOLLARS and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and/or Tenant shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment "3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Owner and/or Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner and/or Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and/or Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and/or Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment "4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment "3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within one hundred eighty (180) days of execution of this Agreement. The improvements to the site also shall be referred to as the "Project" hereinafter. The

Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner and/or Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner and/or Tenant is unable to obtain (3) or more competitive bids, the Owner and/or Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant

pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and/or Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: 4101 Meadows Lane, LLC
6671 Schuster St
Las Vegas, NV 89118

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. 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 waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2016 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2016.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date 3-15-16

ATTEST:

_____

Secretary

OWNER – 4101 MEADOWS LANE, LLC

By: _____
Michael Viellion

Its: Managing Member

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS - TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., AS DESCRIBED AS FOLLOWS:

PARCEL TWO (2) OF THAT CERTAIN PARCEL MAP IN FILE 37, PAGE 88 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, RECORDED MAY 20, 1982 IN BOOK 1568 AS DOCUMENT NO. 1527860, OFFICIAL RECORDS; AND AMENDED BY THAT CERTAIN "CERTIFICATE OF AMENDMENT' RECORDED SEPTEMBER 29, 1982 IN BOOK 1627 AS DOCUMENT NO. 1247560, OFFICIAL RECORDS.

ATTACHMENT 2

Copy of Grant Bargain and Sale Deed for

4101 Meadows Lane, LLC

Is on file with the Economic and Urban Development Department

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the north building face of 4101 Meadows Lane facing the Meadows Lane right-of-way as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-31-601-002

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 4101 MEADOWS LANE, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this ____ day of _____, 2016.

OWNER

4101 MEADOWS LANE, LLC

By:_____
MICHAEL VIELLION

Its: Managing Member

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR
"GRANTEE"

ATTEST:

_____

Secretary

APPROVED AS TO FORM

_____

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2016 by MICHAEL VIELLION as Managing Member.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2016 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., AS DESCRIBED AS FOLLOWS:

PARCEL TWO (2) OF THAT CERTAIN PARCEL MAP IN FILE 37, PAGE 88 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, RECORDED MAY 20, 1982 IN BOOK 1568 AS DOCUMENT NO. 1527860, OFFICIAL RECORDS; AND AMENDED BY THAT CERTAIN "CERTIFICATE OF AMENDMENT' RECORDED SEPTEMBER 29, 1982 IN BOOK 1627 AS DOCUMENT NO. 1247560, OFFICIAL RECORDS.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the north building face of 4101 Meadows Lane facing the Meadows Lane right-of-way as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$ 25,000.00
Anytime during second year:	$ 20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$ 5,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-31-601-002

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2016, between 4101 Meadows Lane, LLC hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 4101 Meadows Lane, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.139-31-601-002; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: Facade Easement Area: The area consisting of the north building face of 4101 Meadows Lane facing the Meadows Lane right-of-way as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 495 South Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
495 SOUTH MAIN STREET, 6TH FLOOR
LAS VEGAS, NV 89101
ATTN: OPERATIONS OFFICER

OWNER: 4101 MEADOWS LANE, LLC
c/o MICHAEL VIELLION
6671 SCHUSTER ST
LAS VEGAS, NV 89118

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: MICHAEL VIELLION
Title: MANAGING MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____

Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2016 by MICHAEL VIELLION as Managing Member

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2016 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., AS DESCRIBED AS FOLLOWS:

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EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the north building face of 4101 Meadows Lane facing the Meadows Lane right-of-way as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. New Exterior LED Pylon Sign	**$76,571.09**
TOTAL ESTIMATED PROJECT COST	$76,571.09
Estimated CVIP Grant	**$25,000**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name 4101 Meadows Lane LLC

Mailing Address 6671 Schuster St, Las Vegas, NV 89118

Business Phone 702-405-2334

Tax ID or Social Security Number 46-5610491

Ownership Interest

Estate in Severalty____ Tenancy in Common_____ Joint Tenancy__X__

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Michael Viellion	6671 Schuster St, Las Vegas, NV 89118	702-405-2334
Sean Claggett	6671 Schuster St, Las Vegas, NV 89118	702-405-2334

Additional Ownership/Principals

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*:_____

Please Print Legibly

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document N/A

Date of Attached Document N/A

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 2/1/16

State of Nevada
County of Clark

This instrument was acknowledged before me on

February 2nd, 2016 (date) by

Michael Vrellion (name of person)

_____
Notary Public

JACQUELINE BADILLO
Notary Public State of Nevada
No. 12-7336-1
My Appt. Exp. March 20, 2016

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name 4101 Meadows Lane LLC

Mailing Address 6671 Schuster St, Las Vegas, NV 89118

Business Phone 702-405-2334

Tax ID or Social Security Number 46-5610491

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company__X__ Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Michael Viellion	6671 Schuster St, Las Vegas, NV 89118	702-405-2334
Sean Claggett	6671 Schuster St, Las Vegas, NV 89118	702-405-2334

Additional Ownership/Principals

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*:_____

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Alternative Disclosure of Ownership/Principal

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Name of Attached Document N/A

Date of Attached Document N/A

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature _____

Date 2/1/16

State of Nevada
County of Clark

This instrument was acknowledged before me on

February 1st 2016 (date) by

Michael Vrellion (name of person)

_____
Notary Public

JACQUELINE BADILLO
Notary Public State of Nevada
No. 12-7336-1
My Appt. Exp. March 20, 2016

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

VIP Participant Affidavit and Employment Plan

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Michael Viellion, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the 4101 Meadows Lane, LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 4101 Meadows Lane ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☐
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☒ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☒

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. _____(initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. _____(initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. _____(initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. _____(initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 1st day of February, 2016.

Authorized Signature: _____

SIGNED AND SWORN TO before me this 1st day of February, 2016, by Michael V Pellin.

NOTARY PUBLIC
My Commission Expires: 3/20/2016

JACQUELINE BADILLO
Notary Public State of Nevada
No. 12-7336-1
My Appt. Exp. March 20, 2016

ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

See Attached

VIP Real Property Owner Consent

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Michael Viellion, owner and/or authorized representative of APN# 139-31-601-002 also commonly known as 4101 Meadows Lane hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by 4101 Meadows Lane LLC, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 1ST day of FEBRUARY, 2014.

Authorized Representative: _____

SIGNED AND SWORN TO before me this 1st day of February, 2014, by Michael Viellion.

NOTARY PUBLIC _____
My Commission Expires: 3/20/2016

JACQUELINE BADILLO
Notary Public State of Nevada
No. 12-7336-1
My Appt. Exp. March 20, 2016

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
April 6, 2016

Title of Project: **Commercial Visual Improvement Program Grant**

Sponsor/Developer: **4101 Meadows Lane, LLC**

Address of Project: **4101 Meadows Lane Las Vegas, NV 89107**

Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.

Please refer to RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS – COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT

Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.

N/A

Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?

N/A

Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.

N/A

Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:

The law office of Claggett & Associates currently operates at 4101 Meadows Lane. The partners needing room to expand their operations, decided to invest significant funds into renovation in order to remain at their current location. This is critical for RDA II as this retains thirty direct jobs. The applicant is investing $1,250,000 into the project, adding 10,000 square feet to the building; without including the costs of FF&E. The exterior sign expense alone was sufficient for the maximum CVIP grant.

What is the amount of Private Investment and who is providing it?

Approximately $1,250,000 from 4101 Meadows Lane, LLC

What is the amount of Public Investment and who is providing it?

Not to Exceed $25,000 by the City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? 0

How many Indirect Jobs will be Created? 0

How many Direct Jobs will be Retained? 30

Quantitative Economic Benefits:

$1,250,000 of labor and material was expended in the Redevelopment Area II during construction. Since this is an existing building with an existing lease, additional economic benefits were realized when the lease was executed.

Total Direct Economic Impact:

$1,250,000 in Private Investment

$4,893,138.20 Direct Economic Impact

Total Indirect Economic Impact:

$3,806,519.10 Indirect and Induced Economic Impact

Return on Investment Analysis Performed: Yes ☐ No ☒

RESOLUTION NO. _____

RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND 4101 MEADOWS LANE, LLC (AS OWNER AND CVIP PARTICIPANT) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE CVIP BY THE AGENCY

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and

WHEREAS, 4101 MEADOWS LANE, LLC (the "OWNER AND CVIP PARTICIPANT") is the owner of real property and improvements located at 4101 MEADOWS LANE, and which parcel is commonly known as APN 139-31-601-002 (the "Site"); and is

undertaking certain exterior improvements to the property in accordance with the Commercial VIP program; and

WHEREAS, the Agency has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the Governing Body of the Agency has determined that the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to Participant for making physical, visual improvements to the building on the Site, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION and CVIP AGREEMENT was passed, adopted and approved this ____ day of _____, 2016.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, Chair

ATTEST:

_____

SECRETARY

APPROVED AS TO FORM:

_____
Date

3-15-16

Exhibit A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, ____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and 4101 Meadows Lane, LLC ("Owner").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-Five Thousand Dollars and 00/100 (**$25,000.00**), and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that the Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; an

WHEREAS, the Owner and Tenant desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY, OWNER and TENANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las

Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 South Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and Tenant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment "2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed a maximum of TWENTY-FIVE THOUSAND DOLLARS and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and/or Tenant shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment "3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Owner and/or Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner and/or Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and/or Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and/or Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment "4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment "3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within one hundred eighty (180) days of execution of this Agreement. The improvements to the site also shall be referred to as the "Project" hereinafter. The

Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner and/or Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner and/or Tenant is unable to obtain (3) or more competitive bids, the Owner and/or Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant

pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and/or Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: 4101 Meadows Lane, LLC
6671 Schuster St
Las Vegas, NV 89118

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. 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 waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2016 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2016.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date 3-15-16

ATTEST:

_____

Secretary

OWNER – 4101 MEADOWS LANE, LLC

By: _____
Michael Viellion

Its: Managing Member

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS - TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., AS DESCRIBED AS FOLLOWS:

PARCEL TWO (2) OF THAT CERTAIN PARCEL MAP IN FILE 37, PAGE 88 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, RECORDED MAY 20, 1982 IN BOOK 1568 AS DOCUMENT NO. 1527860, OFFICIAL RECORDS; AND AMENDED BY THAT CERTAIN "CERTIFICATE OF AMENDMENT' RECORDED SEPTEMBER 29, 1982 IN BOOK 1627 AS DOCUMENT NO. 1247560, OFFICIAL RECORDS.

ATTACHMENT 2

Copy of Grant Bargain and Sale Deed for

4101 Meadows Lane, LLC

Is on file with the Economic and Urban Development Department

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the north building face of 4101 Meadows Lane facing the Meadows Lane right-of-way as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-31-601-002

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 4101 MEADOWS LANE, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this ____ day of _____, 2016.

OWNER

4101 MEADOWS LANE, LLC

By:_____
MICHAEL VIELLION

Its: Managing Member

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR
"GRANTEE"

ATTEST:

_____

Secretary

APPROVED AS TO FORM

_____

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2016 by MICHAEL VIELLION as Managing Member.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2016 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., AS DESCRIBED AS FOLLOWS:

PARCEL TWO (2) OF THAT CERTAIN PARCEL MAP IN FILE 37, PAGE 88 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, RECORDED MAY 20, 1982 IN BOOK 1568 AS DOCUMENT NO. 1527860, OFFICIAL RECORDS; AND AMENDED BY THAT CERTAIN "CERTIFICATE OF AMENDMENT' RECORDED SEPTEMBER 29, 1982 IN BOOK 1627 AS DOCUMENT NO. 1247560, OFFICIAL RECORDS.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the north building face of 4101 Meadows Lane facing the Meadows Lane right-of-way as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$ 25,000.00
Anytime during second year:	$ 20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$ 5,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-31-601-002

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2016, between 4101 Meadows Lane, LLC hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 4101 Meadows Lane, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.139-31-601-002; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: Facade Easement Area: The area consisting of the north building face of 4101 Meadows Lane facing the Meadows Lane right-of-way as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 495 South Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
495 SOUTH MAIN STREET, 6TH FLOOR
LAS VEGAS, NV 89101
ATTN: OPERATIONS OFFICER

OWNER: 4101 MEADOWS LANE, LLC
c/o MICHAEL VIELLION
6671 SCHUSTER ST
LAS VEGAS, NV 89118

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: MICHAEL VIELLION
Title: MANAGING MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____

Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2016 by MICHAEL VIELLION as Managing Member

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2016 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., AS DESCRIBED AS FOLLOWS:

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EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the north building face of 4101 Meadows Lane facing the Meadows Lane right-of-way as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. New Exterior LED Pylon Sign	**$76,571.09**
TOTAL ESTIMATED PROJECT COST	$76,571.09
Estimated CVIP Grant	**$25,000**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name 4101 Meadows Lane LLC

Mailing Address 6671 Schuster St, Las Vegas, NV 89118

Business Phone 702-405-2334

Tax ID or Social Security Number 46-5610491

Ownership Interest

Estate in Severalty____ Tenancy in Common_____ Joint Tenancy__X__

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Michael Viellion	6671 Schuster St, Las Vegas, NV 89118	702-405-2334
Sean Claggett	6671 Schuster St, Las Vegas, NV 89118	702-405-2334

Additional Ownership/Principals

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*:_____

Please Print Legibly

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document N/A

Date of Attached Document N/A

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 2/1/16

State of Nevada
County of Clark

This instrument was acknowledged before me on

February 2nd, 2016 (date) by

Michael Vrellion (name of person)

_____
Notary Public

JACQUELINE BADILLO
Notary Public State of Nevada
No. 12-7336-1
My Appt. Exp. March 20, 2016

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name 4101 Meadows Lane LLC

Mailing Address 6671 Schuster St, Las Vegas, NV 89118

Business Phone 702-405-2334

Tax ID or Social Security Number 46-5610491

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company__X__ Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Michael Viellion	6671 Schuster St, Las Vegas, NV 89118	702-405-2334
Sean Claggett	6671 Schuster St, Las Vegas, NV 89118	702-405-2334

Additional Ownership/Principals

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*:_____

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Name of Attached Document N/A

Date of Attached Document N/A

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature _____

Date 2/1/16

State of Nevada
County of Clark

This instrument was acknowledged before me on

February 1st 2016 (date) by

Michael Vrellion (name of person)

_____
Notary Public

JACQUELINE BADILLO
Notary Public State of Nevada
No. 12-7336-1
My Appt. Exp. March 20, 2016

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

VIP Participant Affidavit and Employment Plan

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Michael Viellion, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the 4101 Meadows Lane, LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 4101 Meadows Lane ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☐
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☒ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☒

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. _____(initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. _____(initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. _____(initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. _____(initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 1st day of February, 2016.

Authorized Signature: _____

SIGNED AND SWORN TO before me this 1st day of February, 2016, by Michael V Pellin.

NOTARY PUBLIC
My Commission Expires: 3/20/2016

JACQUELINE BADILLO
Notary Public State of Nevada
No. 12-7336-1
My Appt. Exp. March 20, 2016

ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

See Attached

VIP Real Property Owner Consent

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Michael Viellion, owner and/or authorized representative of APN# 139-31-601-002 also commonly known as 4101 Meadows Lane hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by 4101 Meadows Lane LLC, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 1ST day of FEBRUARY, 2014.

Authorized Representative: _____

SIGNED AND SWORN TO before me this 1st day of February, 2014, by Michael Viellion.

NOTARY PUBLIC _____
My Commission Expires: 3/20/2016

JACQUELINE BADILLO
Notary Public State of Nevada
No. 12-7336-1
My Appt. Exp. March 20, 2016

Site Map

Legend

13931601002

Address: 4101 Meadows Lane
Las Vegas, NV 89107

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Report by LuAnn D. Holmes, City Clerk, regarding the status of the reimbursement structure for future elections proposed by Clark County and discussion for possible action regarding available options for upcoming election cycles - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
On December 1, 2015, the Clark County Board of Commissioners voted to change the reimbursement structure billed to local municipalities for the election services the Clark County Election Department provides in odd-years. The proposed changes will greatly increase the City's election associated expenses and this report will explain the proposed changes and offer alternatives with estimates for the Council's consideration.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report by the National Park Service regarding the status of the Tule Springs Fossil Beds National Monument and the Find Your Park campaign - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
In 2014, the United States Congress enacted the Tule Springs Fossil Beds National Monument Act, which established the 22,650 acre monument in the northwestern Las Vegas Valley. Staff from the National Park Service will report on the current status of the monument, as well as the Find Your Park campaign, a national public awareness and education campaign that celebrates the centennial anniversary of the National Park Service on August 25, 2016 and highlights parks like Tule Springs Fossil Beds National Monument and Lake Mead National Recreation Area.

RECOMMENDATION:
Report only; no motion required.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report by the Department of Human Resources and discussion for possible action regarding approval of a new four (4) year contract agreement between the Las Vegas City Employees' Association (LVCEA) and the City of Las Vegas ($23,800,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $23,800,000
Funding Source: General Fund
Dept./Division: Human Resources/Administration

PURPOSE/BACKGROUND:
The LVCEA leadership and senior City Management have reached a tentative agreement of a 4 year labor contract that has been ratified to the membership is being brought forward for council approval. New contract will be in effect from July 1, 2016 to June 30, 2020 and include a base wage adjustment in the first three (3) years of the contract and a lump sum award in lieu of a base wage adjustment in year 4. New contract includes reimbursement to the city for all Association hours used for union business. The projected additional cost of new agreement for FY 17- FY 20 is $23.8 M.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. LVCEA Contract Cost Data Sheet
2. Summary Slide of Tentative Agreement with LVCEA
3. LVCEA Contract 2016-2020

LVCEA 4-Year Agreement 2016-2020

Base + Longevity + PERS Impacts

		FY17	FY18	FY19	FY20	Total
2.0% COLA	Jul-16	1,718	1,718	1,718	1,718	6,872
2.0% LUMP SUM for Y-Rated Employees	Jul-16	445	-	-	-	445
2.5% COLA	Jul-17	-	2,620	2,620	2,620	7,860
2.5% LUMP SUM for Y-Rated Employees	Jul-17	-	247	-	-	247
2.5% COLA	Jul-18	-	-	2,862	2,862	5,724
3.5% LUMP SUM for topped out and/or Y-rated	Jul-19	-	-		2,651	2,651
		2,163	4,585	7,200	9,851	23,799

Compounded Cost. Based on 12-23-15 employee data. Does not include vacant positions.

LVCEA
TENTATIVE AGREEMENT

April 6, 2016

Background

- Existing contract expires June 30, 2016.
- Total of 8 negotiations meetings held between November 30, 2015 and February 22, 2016.
- Tentative agreements for remaining articles were signed on March 14, 2016.
- Informational meetings conducted by CEA beginning March 21, 2016.
- Contract was overwhelmingly ratified by membership.

Wages

4 year agreement: July 1, 2016 – June 30, 2020

		Annual	Compounded
Year 1:	2.0% COLA + 2.0% lump sum for Y-rated	$2.2 M	$2.2 M
Year 2:	2.5% COLA + 2.5% lump sum for Y-rated	$2.9 M	$4.6 M
Year 3:	2.5% COLA	$2.9 M	$7.2 M
Year 4:	3.5% lump sum for those at range max or above	$2.7 M	$9.9 M

Other Changes

- Compliance with SB241 – Reimbursement for union hours funded by reduction in awarded birthday holiday hours (6 hours per employee)
  - ✓ $270,000 per year
  - ✓ $1,080,000 for 4 years
- Some minor changes for language cleanup
- Most articles remained the same (status quo)

AN AGREEMENT BETWEEN
THE CITY OF LAS VEGAS, NEVADA
AND THE
LAS VEGAS CITY EMPLOYEES' ASSOCIATION, INC.

PREAMBLE

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statues of the state of Nevada; and

WHEREAS, the parties have reached an understanding concerning wages, hours and conditions of employment and have caused the understanding to be set out in this Memorandum of Agreement.

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1 - RECOGNITION

(A) Pursuant to the provisions of the Local Government Employee Management Relations Act, NRS Chapter 288 inclusive, the City of Las Vegas, Nevada, hereinafter referred to as "City," recognizes the Las Vegas City Employees' Association, Inc., hereinafter referred to as the "Association," as the exclusive representative of the eligible City employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the City employees in the hereinafter-described bargaining units.

ARTICLE 2 - SCOPE OF AGREEMENT

(A) Bargaining Units

1. The term "employee" as used in this Agreement applies to all Civil Service classified personnel in the work force of the City, excluding: Administrative employees, Confidential employees, employees in other recognized bargaining units, and temporary employees.
2. The classification titles for both the Supervisory and Non-supervisory bargaining units shall be paid in the salary grades identified and included as Attachments to this Agreement.
3. The classifications shown in Attachment A are included within the Supervisory Bargaining Unit.
4. The classifications shown in Attachment B are included within the non-supervisory bargaining unit.

(B) New Bargaining Unit Determination

The following method shall be used to determine eligibility of including new classifications in the bargaining unit.

1. When a new classification is created, the Human Resources Department will make an initial determination if the classification is to be excluded from both Association bargaining units or to which bargaining unit the classification is to be assigned. The Human Resources Department will notify the Association of the decision, in writing, and the Association will have twenty-one (21) calendar days from receipt of the notice to raise an objection. If there is an objection, the Association will proceed as outlined below:

   Disputes regarding inclusion or exclusion of a position or classification in the bargaining unit shall be resolved as follows:

   A. The Association shall notify the City, in writing, of any disagreement regarding a classification the Association believes belongs to the bargaining unit. The City and the Association shall meet and confer and attempt to resolve the disagreement. This discussion shall take place prior to the filing of any complaint with the Local Government Employee-Management Relations Board, and shall not, in any way, infringe on any right guaranteed to either party in front of that Board subsequent to such discussion with regard to the filing of any complaint or request for action, nor shall it be construed to be an admission of any type by either party for use in front of that body or any other body.

   B. If disagreement still exists after thirty (30) calendar days, the Association may then appeal the determination of the City to the Local Government Employee-Management Relations Board as provided in NRS 288.170.

(C) Changes in Classification Specifications

When there are changes in classification specifications covered by this Agreement, the Human Resources Department shall notify, meet, discuss, and review with representatives of the Association regarding the recommended changes seven (7) calendar days prior to the Civil Service Board meeting agenda being posted.

(D) New Classifications Specifications

When a new classification specification which is to be covered by this Agreement is proposed, the Human Resources Department shall notify, meet, discuss and review with representatives of the Association regarding the proposed new classification and provide a copy of the recommended specifications at least seven (7) calendar days prior to the Civil Service Board meeting agenda being posted.

(E) Salary Grade Assignment

When a new classification is created, the Human Resources Department will make an initial recommendation of the proposed salary grade assignment in writing. The Human Resources Department will provide the Association a copy of the recommendation, along with any supporting documentation and meet to discuss the proposed grade. The Association will have twenty-one (21) calendar days from the receipt of the proposed grade and supporting material to raise objections. If there are objections, the Association will notify the City of the dispute and provide the City the salary grade proposed by the Association, along with any supporting material. The City and the Association shall meet and confer the attempt to resolve the disagreement within twenty-one (21) calendar days from the receipt of the objections from the Association. This discussion shall take place prior to the filing of any grievance and shall not, in any way, infringe on any right guaranteed to either party.

If disagreement still exists after the parties have met, the Association may then appeal the determination of the City by filing a grievance at the City Manager level. If there is still a disagreement after the City Manager has issued a decision, either party may file a Notice of Arbitration and proceed to binding arbitration.

The City cannot change the grade of an existing classification by creating a new classification with job specifications that are substantially similar to those of the existing classification. Consequently, if the City creates a new job classification that has job duties that are substantially similar to the job duties of an existing classification, the grade of the existing classification will be assigned to the new classification.

During the terms of this Agreement, no classifications will have their grades reassigned unless the City and the Association agree in writing to same.

(F) It is understood and acknowledged that many classification specifications have overlapping or common job duties, both with classifications inside and outside the bargaining unit. However, classification specifications covered by this agreement shall not be reclassified, reallocated or transferred in their entirety, resulting in movement to any bargaining unit not represented by the LVCEA without the approval of the LVCEA.

It is further understood and agreed that employees in a bargaining unit not represented by the LVCEA, who are on workers compensation status, may be given a light duty or transitional assignment, which would fall within a classification specification represented by the LVCEA. These assignments, which are temporary in nature, shall be instituted only after notifying the LVCEA in writing. These assignments should not exceed sixty (60) calendar days unless agreed to by the LVCEA President (or designee).

This provision is not intended to limit the City's ability to change classification specifications pursuant to sub-paragraph (C) above. Likewise, this provision is not intended to limit the City's ability to make the determination that existing classifications should be excluded from the bargaining unit pursuant to NRS chapter 288. Any such determinations that would result in an exclusion from the bargaining unit can be referred to the resolution process set forth in sub-paragraph (B) above.

Absent exigent circumstances beyond management's control, employees will not be assigned work duties that are outside of the job specifications for their classification. If exigent circumstances exist, the employee will only be assigned work duties that are outside of the job specifications for their classification on a temporary basis.

ARTICLE 3 – DEFINITIONS

(A) This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the State of Nevada and all terms used herein, which are terms used in the Local Government Employee-Management Relations Act, shall have definitions ascribed to them by said Act.

(B) The City and the Association agree that the Civil Service Rules of the City shall be the general rules by which the City administers its duties and rights with respect to the conditions of employment of bargaining unit employees except as hereinafter provided. In the event there is a conflict between the Civil Service Rules and the Collective Bargaining Agreement, the Agreement shall prevail.

(C) It is the continuing policy of the City and the Association that the provisions of this Agreement shall be applied to employees without regard to age, gender, race, color, religion, disability, veteran status, national origin or sexual orientation.

(D) The following are definitions of terms used in this agreement.

1. Abuse of Sick Leave: The use of sick leave for purposes other than the legitimate uses of sick leave as identified in Article 11 of this contract.

2. Administrative Employee: Any employee whose primary duties consist of work directly related to management policies who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, any deputies and immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs.

3. Alternate Work Schedules (AWS): Shift hours that are permanent in nature and other than that of an 8-hour/5 day per week work or a 10-hour/4 day work week schedule.

4. Arbitrator: An impartial third party chosen in accordance with the provisions of this contract.

5. Base Salary: Remuneration received by the employee in accordance with the rates specified on the Salary Schedules established by this Agreement.

6. Bereavement Leave: Leave granted to employees who are required to absent themselves from work to attend to matters related to an impending or subsequent death and/or funeral of a member of their immediate family. Sick **and/or annual** leave may be granted for a maximum of five (5) days per occurrence. ~~In the absence of accrued sick leave, annual leave may be granted.~~ In extraordinary circumstances, additional leave may be granted by the Department Head or designee. The City may require documentation to substantiate leave request, and may limit the number of days off per year under this category. Leave under this provision will not be unreasonably denied.

7. Call-Out: When an employee is ordered back by management and returns to work on assignment during off-duty hours after the employee's normal work shift has ended and he/she has left the normal duty location.

8. Classification: Positions which have essentially similar duties and responsibilities, are allocated to the same salary (pay) grade by this Agreement, and are designated by the same title.

9. Classification Specifications: A written description of the work required of positions in the classification that includes the classification title, definition, distinguishing characteristics, supervision received and exercised, essential and marginal function statements, qualifications, and working conditions. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position. Also called a Job Description (JD).

10. Confidential Employee: An employee who is privy to decisions of management affecting employee relations, including certain employees of the Human Resources Department, Payroll Department and/or its equivalent. Confidential employees have all the benefits of this contract. Confidential employees who work in positions which involve sensitive labor relations matters cannot be represented by the Association when taking action under the grievance procedure and disciplinary action articles.

11. Counseling and Training: Counseling is a form of supervisor and employee communication which is often appropriate and is done outside the disciplinary process. The purpose of counseling is to discuss with the employee the proper procedures to be followed in a given situation. It is primarily instructional and is not, nor should it be confused with, an oral reprimand. Counseling is also a method of notifying an employee of good or exceptional work. Training or retraining may be used as a means of improving employee productivity and effectiveness through positive and constructive methods. In the event it is determined that personalized training is needed to correct a specific deficiency, such training may be required, and will be provided by the City during work hours at City expense. Written prior notice will be given to the Association whenever such training is required.

12. Demotion: Movement of an employee from one classification to a different classification, which is on a lower salary grade than the original classification, typically resulting in a loss of pay.

13. Emergency Annual Leave: Leave that may be granted after a request for immediate annual leave that, by the nature of the condition prompting the request, could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy. This may not be a subject of discipline unless the City of Las Vegas can prove a pattern of abuse.

14. Excessive Absenteeism: Absenteeism is considered excessive when an employee demonstrates one or more of the following:

a) Repeated use of unscheduled sick or annual leave in association with holidays or regular days off or other patterns of unscheduled sick or annual leave.
b) Chronic, repetitive and defiant use of sick leave without producing medical verification/documentation as described in Article 11.
c) Use of Leave without pay as a result of no available paid leave caused by a) or b) above.

15. Extensive Sick Leave: Extensive shall mean in excess of eight (8) incidents of sick leave usage in the preceding twelve (12) month period. Extensive sick leave may not constitute “abuse of sick leave”.

16. Family Leave: Leave taken under the auspices of the Family Medical Leave Act See Article 17.

17. Funeral Leave: Leave granted to an employee to attend a funeral for other than immediate family.

18. Grade: A term used to designate a salary range to which one or more classifications may be allocated.

19. Group Reclassification: The movement of all employees in the same classification to another single classification, or to another classification broken out into specialty areas. When this occurs, Civil Service testing is not required. Seniority will include all time spent in both classifications.

20. Holiday: A day set aside for the special observance of a memorable event or occasion as identified in Article 9 of this Agreement.

21. Hourly Employee: Persons not subject to the City of Las Vegas Civil Service Rules who serve at the pleasure of their appointing authority, and whose base hourly pay constitutes their entire compensation. Hourly employees are limited to one thousand five hundred sixty (1,560) hours of work in any eighteen (18) month period. This 1,560-hour and 18-month limit does not apply to student interns.

22. Immediate Family: An employee's current spouse, child, father, mother, brother, sister, step or foster child, current father-in-law, and current mother-in-law are considered to be members of the immediate family, as are all other relationships within the third degree of consanguinity including current "step" and “in-law” relationships.

23. Incident of Use (Sick Leave): Any sick related absence event or continuous absence for the same sick related reason. Use of sick leave for bereavement leave shall not constitute an incident of sick leave.

24. Job-Related Disability: Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 6l6 & 6l7.

25. Just Cause: A factual and documented reason cited by the City that justifies the use of disciplinary action. Just cause is defined in Article 13 of this contract.

26. Maternity Leave: Leave granted female employees for the purpose of caring for their newly born or adopted children in accordance with State and Federal statutory requirements.

27. Negotiations: The process of collective bargaining between the City and the Association that determines the Collective Bargaining Agreement between the City and the Association.

28. Normal Work Day: The hours scheduled by the City for an employee to work any one day or one shift pursuant to the terms of this contract and in accordance with the provisions of Article 23. Specific work hours for each day and for each employee will be defined in each AWS (Alternate Work Schedule) where applicable.

29. Normal Work Week: An employee's normal workweek will be forty (40) hours.

30. Overfill: A temporary budget process whereby a department places an employee into a position that has a lower classification than that at which the employee will be performing and compensated.

31. Overtime: Time that an employee works in addition to the employee's normal weekly or daily work schedule.

32. Paternity Leave: Leave granted male employees for the purposes of caring for newly born or newly adopted children in accordance with State and Federal statutory requirements.

33. Part Time Classified Employee: Employees who are hired from an eligible list to work in a classified position who work less than forty (40) hours per week or less than sixty (60) hours in a bi-weekly pay period that receive the normal contract benefits on a prorated basis, except for overtime pay, which is paid only after forty (40) hours have been worked.

34. Probationary Employee (Initial Hire): An employee who has not completed the initial six (6) month probationary period of employment and whose permanent appointment has not been confirmed by written notification from the Department. If at the end of the probationary period the employee has not been notified of either confirmation or probation extension, he/she will automatically be confirmed. The probationary period for an employee is six (6) months and cannot be extended without Human Resources and Association approval. Any employee whose probation is extended shall be notified in writing of the reasons for his/her extension within fourteen (14) calendar days prior to the end of any probationary period. Any leave in excess of thirty (30) consecutive calendar days will not be credited for purposes of completion of probationary period. Probationary employees may not appeal separation from City employment for performance or disciplinary reasons through the grievance procedure of this contract.

35. Qualifying Period: A regular classified employee promoted to a non-temporary classified position in the City of Las Vegas is required to serve a qualifying period of six (6) months prior to confirmation of the appointment. The qualifying period for an employee is six (6) months and cannot be extended without Human Resources and Association approval. Any employee whose qualifying period is extended shall be notified in writing of the reasons for his/her extension within fourteen (14) calendar days prior to the end of any qualifying period. If at the end of the qualifying period the employee has not been notified of non-confirmation or does not elect to return to the employee's previous position and status, the employee shall be considered confirmed in the new position and classification. Written notice will be given to the employee of his/her confirmation.

36. Promotion: A change of an employee from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the employee or reallocation of the position.

37. Reassignment: The movement of an employee or a position from one work unit to another within the same department, with no change of classification, bargaining unit or pay.

38. Reclassification: The movement of an employee from one classification to another classification on the same salary grade within the same bargaining unit.

39. Regular Employee: One who has successfully completed his/her initial probationary period and whose appointment has been confirmed in a permanent position.

40. Retraction: The process by which City Management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an employee, from all City files. Also referred to as purging.

41. Salary Range: The minimum and maximum base salaries which may be paid to an employee working in a classification in accordance with the salary grade to which the classification is allocated.

42. Salary Schedule: The step, grade, and wage range structure for allocation of classifications as established by this contract.

43. Salary Step: An increment within a salary grade, which designates a specific pay rate as shown on the appropriate salary schedule.

44. Service Date (Anniversary Date): Usually the actual date of hire, an employee's service date is that date which reflects the length of active non-hourly employment with the City of Las Vegas. For purposes of determining seniority, longevity, or other matters associated with length of active employment, the service date shall be adjusted to reflect any periods of leave without pay in excess of thirty (30) consecutive calendar days.

45. Shift: The hours an employee is normally scheduled to work on any normal workday.

46. Step Increase: A minimum base pay increase of one step annually awarded because of acceptable job performance.

47. Student Intern: Hourly employees hired for less than 1,352 hours per year for a maximum of four years who are currently enrolled in an accredited college or university with a declared major in Public Administration, Political Science, Computer Science, Business, Finance, Accounting, Architecture, or Engineering and are participating in an established training program at the City. Student interns must maintain at least a 2.5 G.P.A. at their school, be actively enrolled in classes (with a minimum of twelve (12) credits per semester) and be in an undergraduate status.

48. Suspension: A temporary removal from work status, with or without pay, resulting from, or pending, an investigation and/or disciplinary action.

49. Temporary Employee: Persons hired for a term not to exceed two thousand eighty (2,080) hours in any twenty-four (24) month period.

50. Termination: The involuntary separation of an employee from employment with the City of Las Vegas.

51. TILO (Time in Lieu of): The accrual of paid time off at time and one-half, due an employee in exchange for time worked in excess of the employee's normal work week. Refer to Article 23, Hours.

52. Transfer: The formal movement of an employee or a position from one department to another department without any change to the classification of the position. Transfers will not be used as a disciplinary action. Employee positions will not be transferred from one bargaining unit to another, but employees may transfer to other bargaining units.

53. Underfill: A temporary budget process whereby a department places an employee into a position that has a higher classification than that at which the employee will performing and compensated.

54. Y-Rated: An employee is “Y-rated” when his or her current base salary is above their current salary grade range maximum. The employee will not receive a base wage increase until his/her salary falls within the appropriate salary range.

ARTICLE 4 – ASSOCIATION DUES CHECK OFF

(A) The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated as Association dues and is so certified by the Treasurer of the Association. The Association will provide to the City Human Resources Department, in writing, the current rate of membership dues ~~as of 7-1-14~~. Thereafter, the City will be notified of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.

(B) Such funds shall be remitted by the City to the Treasurer of the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the month of August by the employee giving two (2) pay periods written notice to the City and the Association or upon termination of employment.

(C) The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any legitimate action taken or not taken by the City under the provisions of this Article.

(D) The City will not be required to honor any biweekly deduction authorizations that are delivered to the City Payroll Department after the beginning of the pay period during which the deductions should start.

(E) If an employee-member transfers from one City department to another, he/she shall be continued on the dues deduction roles.

ARTICLE 5 - EMPLOYEE AND ASSOCIATION RIGHTS

5.1 General Rights of Employees

The City and the Association agree that employees eligible for membership in the Association shall have the right to freely, and without fear of penalty or reprisal, to form, join, not join, resign from, and/or assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or representative. The presentation of the Association's positions to the officials of the City shall not be grounds for any punitive action unless such presentation is done in an illegal manner. The City and the Association shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this provision and/or any City, State, or Federal statute.

5.2 Association Representatives

5.2.1 Number of Representatives

The Association may designate employees to serve as Association representatives. No more than one (1) representative and an alternate representative may be from the same City division unless the division has more than fifty (50) employees, in which case two (2) representatives and two (2) alternates may be designated. The Association shall also designate five (5) members to be At Large Representatives.

5.2.2 Appointment of Representatives

The Association shall designate the jurisdictional area for each representative. The Association shall notify the City, in writing, of the names of the representatives and their respective jurisdictional area by the effective date of any such designation. The City shall not be required to recognize the designation of a representative until three (3) working days after the receipt of the designation from the Association President.

5.2.3 Rights of Representatives

Each Association representative shall be allowed to serve in his/her capacity of representative. Representatives shall be allowed time with pay for the time requested unless operational demands preclude permission to leave the work location being granted. Use of representative time off with pay, as provided herein, shall not be abused by the employee, and use of said time will not be unreasonably withheld by the Division Manager or designee.

Each representative may participate in any of the duties arising within his/her jurisdictional area, those duties being defined as:

1. The investigation of a bargaining unit member’s grievance;
2. Representation of a member/grievant at any step of the grievance procedure established in Article 12 of this contract;
3. Consultation with duly accredited representatives of the Association who are not employees of the City;

4. Dispute and conflict resolution. Representatives may be allowed to investigate possible conflicts and ways to resolve them. Human Resources and the affected division shall be notified of these investigations prior to commencement.
5. Member representation during a scheduled formal disciplinary hearing.

5.2.4 Obligations of Representatives

The following are the obligations of representatives when conducting Association business:

1. All representatives shall notify their Division Manager or designee prior to the time they wish to conduct appropriate business.
2. The conduct of Association representative business shall be such as not to unduly interfere with other employees' duties.
3. Association representatives must check in with an employee's Division Manager or designee before contacting the employee in order to identify himself/herself and to make arrangements to communicate with a particular employee.

5.3 Leave for Association Business

5.3.1 Negotiations Leave

Seven (7) members of the Association Negotiating Team shall be granted leave from duty with full pay, when reasonable, for all meetings between the City and the Association for the purpose of renegotiating the terms of this contract. When such meetings take place at a time during which such members are scheduled to be on duty, Negotiating Team members shall notify their Division Manager or designee prior to the beginning of that scheduled shift, if possible.

5.3.2 Leave for Other Association Business

Whenever conditions permit, Association officials may be granted leave from duty, with pay, for any reasonable and just cause as may be determined and granted by the City Manager. Approval for such leave by the City Manager shall not unreasonably be denied.

5.3.3 Leave to Meet With Representatives

Employees shall be granted leave from duty, with pay up to 30 minutes, to meet with their Representative and/or Association legal counsel to prepare for (1) discipline hearings, (2) to determine whether to file a grievance; and (3) to prepare for grievance hearings at steps two through four.

5.4 Provision of Information to the Association

5.4.1 Information on Employees and Positions

The City shall provide to the Association, on a monthly basis, the following information in hard copy and/or acceptable electronic format:

1. New hires by name, classification, and department. This list shall include the home addresses of Association eligible employees.

2. Alphabetical listing of City employees by name, which will also show classification, department, and division for employee.
3. Promotion, Separation, Transfer – all employees by name, classification, department and division. The list shall show the from and to classification in the case of promotions and the from and to department/division in the case of separations and transfers.
4. A copy of the underfill/overfill report for current city employees that includes at least the employee's name, position title, department, and division.
5. List of all positions controlled or administered by the City and their status including, but not exclusive to vacant, appointed, executive, temporary, part time, and hourly positions.

All information furnished on the above outlined lists is for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the City.

5.4.2 Civil Service Board Agendas

The City shall have available for the President of the Association and the Association Civil Service Board Representative complete annotated Civil Service Board agendas at least four (4) working days before the start of any scheduled Civil Service Board meeting. A copy of the annotated agenda will be sent to the Association at the same time and in the same manner as it is provided to the Civil Service Board Members.

5.4.3 Position and Training Notices

Position and Training Posting - All vacant positions and City sponsored and paid training opportunities in the City shall be posted on bulletin boards throughout the City and provided to the Association at the same time as distributed to any City Departments/Divisions so that all interested employees shall have an opportunity to compete for and/or apply for the position or training.

5.05 Rules and Regulations

5.5.1 Availability

The City shall have available at each work site, in an easily accessible place, copies of all Civil Service Rules, Personnel Policies Manual, Department Rules, Regulations and Policies that affect employee's employment with the City. Employees shall be allowed to review and read these documents without making any special request. Employees shall be given copies of any pertinent portions of such rules, regulations and policies as they may request. Copies of such rules, regulations and policies shall also be sent to the Association.

5.5.2 Notification and Disputes

At least (14) calendar days prior to implementation, a copy of proposed new or revised rules, regulations, and policies shall be provided to the Association. The Association President, or designee, may request a meeting with the appropriate department head or Division Manager(s) and a Human Resources representative to discuss the proposed new rule or revised rules, regulations, and policies. Any disputes about the new rule or revised rules, regulations or policies shall be referred to the City Manager or designee for resolution. All new or revised rules,

regulations or policies shall be reviewed by Human Resources prior to implementation. In the event the Association disagrees with the new or changed rules, regulations or policies, and the rule, regulation or policy either relates to a subject of mandatory bargaining or is significantly related to a subject of mandatory bargaining pursuant to NRS 288, the Association may pursue resolution through binding arbitration in accordance with the provisions of Article 12.

5.5.3 Emergency Provision

In the event of an emergency, new or revised rules, regulations or policies may be implemented immediately. All "emergency" new or revised rules, regulations or policies shall still be subject to the review process.

5.5.4 Compliance with SB 241

In accordance with SB 241 from the 2015 Legislative Session, the full cost of the leave time granted to the Association's representatives herein has been offset by the value of concessions made by the Association. Specifically, the Birthday Holiday that employees represented by the Association were entitled to in prior Collective Bargaining Agreements was reduced to a Birthday Partial Holiday as specified in Article 9(H).

The Association also contends that it has provided the City with past concessions to pay for the cost of the leave time granted to the Association's representatives but the City disputes this contention.

ARTICLE 6 - BULLETIN BOARDS - MEETING ROOMS

(A) It is the right of the Association to exclusively use a 2' X 3' rectangular space provided on the existing bulletin boards for the posting of notices concerning Association business of a reasonable and judicious nature. A copy of all material to be posted will be sent to the Human Resources Director and/or his representative when posted. The City will consult with the Association on the placement of said bulletin boards to ensure that a bulletin board is available to the Association in all areas.

(B) The space for meetings that has been provided for the Association prior to this Agreement shall continue to be provided, when reasonable, during the length of this Agreement.

ARTICLE 7 - STRIKES

(A) The Association agrees that there shall be no strikes against the City under any circumstances and that all City employees shall continue work under all circumstances.

(B) For the purpose of this Agreement, the meaning of the word "strike" shall include, but not be limited to, any concerted stoppage of work; slowdown; interruption of operations by employees; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or interruption of the operations of the City by the Association and/or its members.

ARTICLE 8 - CITY MANAGEMENT RIGHTS

(A) The City and the Association agree that the Management Officials of the City possess the sole right to operate the City and that all management rights remain with those officials except as modified by the terms of this agreement. These rights include:

1. The right to hire, direct or transfer employees, except when such assignment or transfer is done for disciplinary purposes.
2. The right to reduce in force or lay off any employee because of lack of work or lack of funds.
3. The right to determine appropriate staffing levels and work performance standards, except for safety considerations.
4. The right to determine quality and quantity of services to be offered to the public and the means and methods of offering those services.
5. The right to determine the content of the workday including, without limitation, workload factors, except for safety considerations.
6. The right to take whatever action may be necessary to carry on its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of this collective bargaining agreement for the duration of the emergency.
7. The City has the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its employees.
8. The City shall have such other exclusive rights as may be determined by NRS 288.150.

ARTICLE 9 - HOLIDAYS

(A) The City and the Association agree that the ~~legal~~ **paid** holidays shall be:

New Year's Day
Martin Luther King, Jr. Birthday Holiday
Presidents Day
Memorial Day
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Family Day – (Day after Thanksgiving)
Christmas Day
Employee's Birthday **(Partial – See Subsection H)**

(B) Any day that may be declared a legal national holiday by the President of the United States. Any day that may be declared a legal holiday by the Governor of the state of Nevada or the Mayor of the City of Las Vegas, unless the City is exempted from closing its operations to observe the holiday under State law.

(C) If any of the above holidays fall on Sunday, the following Monday shall be considered the legal holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday.

(D) All full-time employees who are in positions that are manned on a forty 40-hour week, Monday through Thursday or Monday through Friday basis, shall be entitled to time off on such legal holidays with full pay for their normal work day at a straight-time rate of pay. Employees who work or are called back to work on a holiday shall be paid for the holiday at a straight-time rate of pay and also be paid one and one-half times their normal hourly rate, plus longevity, for all hours worked on the holiday.

(E) Employees in positions which are manned on an extended work week (the Department, Section, or Division is open, or the work is scheduled more than forty (40) hours per week) or who work a schedule other than Monday through Thursday or Friday shall, when scheduling permits, be entitled to time off on such legal holidays with full pay for their normal work day. Employees in positions which are manned on an extended work week whose regularly scheduled day off falls on a legal holiday shall have the day off and shall receive holiday pay equivalent to the number of hours in their normal work day at a straight-time rate. Any employee, when scheduling permits, may choose or be required by their supervisor to take a different day off within the same pay period in lieu of receiving pay for the holiday or employee may be credited with equal time to their vacation (annual leave) balance which may be used at a later.

(F) Employees whose regular day off falls on a designated holiday may be given a different day off with pay during the same pay period in lieu of receiving additional compensation. The additional day off shall be scheduled on either the day before or the day after the employee's regularly scheduled day off unless a different day is requested by the employee and agreed to by the appropriate supervisor.

(G) All full-time employees, in order to be entitled to holiday pay, shall be on paid status for the entire work shift on their regularly scheduled workdays immediately preceding and immediately following such holiday.

(H) **The Nevada State Legislature passed Senate Bill 241 during the 2015 Legislative Session. As enacted, it states in relevant part "A local government employer may agree to provide leave to any of its employees for time spent by the employee in performing duties or providing services for an employee organization if the full cost of such leave is paid or reimbursed by the employee organization or is offset by the value of concessions made by the employee organization in the negotiation of an agreement with the local government employer pursuant to this chapter."**

Relying in part on the State of Nevada Local Government Employee-Management Board's Order in Item No. 810, Service Employees International Union, Local 1107 v Clark County (2015), the Association contended that it has provided the City with past concessions to pay for the cost of the leave time granted to the Association's representatives. The City disputed that the decision in Item 810 applied to these negotiations, and further denied that past concessions were sufficient to offset the value of leave time granted to Association representatives. Both parties acknowledge that Item No. 810 is currently under appeal. In a good faith effort to avoid uncertainty during the terms of this Agreement, the parties agreed that the full cost of the leave time granted to Association representatives herein, in accordance with SB 241, has been offset by the value of concessions made by the Association. Specifically the Birthday Holiday that employees represented by the Association were entitled to in prior Collective Bargaining Agreements was reduced to a Partial Birthday Holiday as set forth herein. And, again, the Association contends that it has provided the City with past concessions to pay for the cost of the leave time granted to the Association's representatives but the City disputes that this is the standard or that the Association has met the standard.
While the parties are agreeing to this course of conduct for the term of this Agreement, neither party is waiving the ability to raise issues relative to payment of association leave during next contract negotiations, or any rights under the savings clause of this contract.

Employees shall be credited with a Birthday Holiday at the beginning of the pay period in which their birthday occurs. **In Collective Bargaining Agreements between the Association and the City prior to the one effective July 1, 2016, crediting of the Birthday Holiday resulted in accrual of the same number of hours as an employee's normal work shift, typically either 10 hours or 8 hours. Beginning with the effective date of this Agreement, the amount of hours to be credited an employee will be reduced by six hours.** Employees who use their **Partial** Birthday Holiday on their birthday or on the day before or after their birthday (if their birthday falls on a regularly scheduled day off) shall not be denied their birthday off. The **Partial**

Birthday Holiday must be used within the following twelve (12) months of when the employee was credited with the holiday **hours** or the employee shall automatically be paid the equivalent amount for one full shift **minus 6 hours,** at the employee's regular compensable rate of pay. Employees may choose to use their "**Partial** Employee Birthday" holiday at some other time of the year. However, supervisors may limit the number of employees taking any particular day as their Birthday Holiday because of the needs of the City.

ARTICLE 10 - ANNUAL LEAVE

(A) The City and the Association agree that annual leave is provided to employees for purposes of rest and relaxation from their duties and for attending to personal business. Absences not specifically covered by the provisions of this agreement may be chargeable to annual leave to the extent that annual leave has been accrued or advanced. Employees shall be eligible to take annual leave after six (6) months or thirteen (13) complete pay periods of continuous full-time service.

(B) Accumulation of Annual Leave

1. Annual leave shall accrue from the date of entry on duty for all employees, except those employed on a temporary appointment basis. Part-time employees employed on an indefinite basis are eligible for annual leave on a prorated basis. Employees who are in a non-pay status for part of a pay period shall have their annual leave accumulation reduced on a prorated basis.

2. Employees who are on pay status for eighty (80) hours within the pay period shall accrue annual leave in an amount equal to:

a. Three and eight hundredths (3.08) hours biweekly for the first month through the twenty-fourth (24th) month.

b. Four and sixty-two hundredths (4.62) hours biweekly for the twenty-fifth (25th) month through the eighty- third (83rd) month.

c. Four and ninety-two hundredths (4.92) hours biweekly for the eighty fourth (84^{th}) through the one hundred twentieth (120^{th}) month.

d. Six and ninety-six hundredths (6.96) hours bi-weekly for the one hundred twenty-first (121st) month through the one hundred eightieth (180th) month.

e. Seven and seventy-three hundredths (7.73) hours bi-weekly for each month after the one hundred eighty-first (181^{st}) month.

Months of Service	Annual Leave Accrual Rate	Maximum Accrual of Annual Leave
1-24	3.08	(200 hours)
25-83	4.62	(300 hours)
84-120	4.92	(320 hours)
121-180	6.96	(450 hours)
181-240	7.73	(500 hours)

(C) Annual leave may be accumulated up to a maximum of two and one-half (2½) times the employee's annual accrual. However, employees hired after ~~the date of execution of this Agreement~~ **12/3/2014** may only accrue up to a maximum of 250 hours of annual leave. ~~At the end of each calendar year,~~ a**Any** annual leave which exceeds the allowed maximum shall be forfeited on ~~December 31st~~ **the last pay period** of each **calendar** year, unless the employee was not allowed to take or complete a vacation as scheduled or rescheduled during the last sixty (60) days of the year. Employees who were so affected shall be paid at their full salary, plus longevity,

for all vacation hours they are required to forfeit as a result of a scheduled vacation being canceled by management. All vacation hours that would be forfeited shall automatically be transferred to the catastrophic leave fund.

(D) Employees with more than six (6) months service, who are separated from the City's employment, are entitled to payment for unused annual leave not previously forfeited. In the event of death, payment for accrued annual leave, after six (6) months service, will be made to the beneficiary(ies) designated by the employee on the latest Designation of Beneficiary form in the Human Resources Department employee's personnel file.

(E) Application for annual leave must be approved in advance of taking leave on the appropriate annual leave form in accordance with departmental rules. Vacation scheduling guidelines may be established on a department or division basis and included in the department/division work rules. Emergency Annual Leave **(leave not approved in advance)** must be approved in accordance with departmental reporting rules. Employees must not be denied the opportunity to use their annual leave**, up to available balance,** without just and reasonable cause. **Sick leave cannot be substituted for annual leave. However, annual leave can be substituted for sick leave (e.g.: used to cover periods of time when an employee is unable to work due to an illness or physical limitation and they have used all of their sick leave time.)**

(F) Upon approval by the City Manager, via Department chain of command, an employee may be advanced annual leave. An employee who has taken advance annual leave beyond that accrued at the time of separation shall make restitution for such leave, either by deduction from any amount owed the employee in a final paycheck by the City or by cash refund.

(G) Each year, employees may elect to exchange up to sixty hours (60 hours or less) annual leave for up to sixty (60) hours salary plus longevity, subject to the following conditions:

1. Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized by the City Manager.
2. To be eligible to exchange annual leave for pay, the employee must have been in the classified service for a minimum of eighteen (18) months.
3. Exchange privileges apply only to accrued annual leave.
4. Annual leave balance following sellback must equal at least forty (40) hours.

ARTICLE 11 - SICK LEAVE

PART I - USE OF SICK LEAVE

(A) Sick leave with pay may be used to the extent to what has been accrued or advanced by employees who:

1. Are incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or
2. Are required to absent themselves from work to attend a funeral of a member of their immediate family as identified in Article 17.11 or
3. Are required to absent themselves from work to personally care for a member of their immediate family. To be granted sick leave with pay in such cases requires explanation of sick leave on the leave slip. Such leave is limited to a maximum of seven (7) days per year, and must be submitted to and approved by the Department Head or designee prior to the use of the sick leave, if possible, unless otherwise authorized by the Department Head or his designee or the leave is authorized FMLA leave. Such requests shall not be unreasonably denied.
4. Are required to take time off from work for the purpose of keeping a personal medical, vision, or dental appointment. Such leave shall be limited to a maximum of a full shift for any one appointment. A request for additional time must be submitted to and approved by the Department Head or designee prior to the use of the sick leave, if possible.
5. No employees shall be entitled to sick leave while absent from duty because of a disability arising from an injury purposely self-inflicted or caused by willful misconduct.

(B) Time off for the personal care of a member of their immediate family which has not been authorized by the Department Head or designee, as above provided, may be charged to annual leave, if approved by the Supervisor.

(C) Employees who are unable to report to work for reasons defined above, shall call in as required by their departmental work rules or City Policy.

(D) Employees must use accumulated annual leave or TILO, when sick leave accruals have been exhausted. An employee incapacitated beyond the period covered by their accrued paid leave may be granted leave without pay by the Department Head. On the approval of the City Manager, an advance of additional sick leave with full or partial pay may be granted.

(E) Employees covered by this Agreement shall be subject to the following reporting requirements for use of sick leave:

1. Sick Leave Request: Employees are required to submit a sick leave request (consistent with degree of documentation allowable under existing federal law) as evidence that the reason for the employee's absence was a legitimate use of sick leave as outlined above. Sick Leave requests shall be approved by the Department Director or designee through normal time reporting procedures, in accordance with other leave policies.
2. Return to Work Note: If an employee is requested to do so by the Department Head or his designee, a release to return to work (doctor’s note) shall be submitted by the employee upon return to work from any illness that required the use of sick leave for five (5) or

more consecutive scheduled working days. Such certificate shall be signed by a physician and shall state that the employee was disabled from work but is now able to return to work. The Department Head or designee may also require that an employee submit a doctor's note because of extensive use of sick leave. The employee will be notified in writing in advance when a doctor's note will be required. "Extensive" shall mean in excess of eight (8) incidents of sick leave usage in the preceding 12-month period. Incident of Use (Sick Leave): Any period of continuous absence or intermittent for the same reason, or the use of sick leave for an individual condition that requires repeated treatment. Use of sick leave for funeral attendance or a scheduled medical, vision, or dental appointment or for the care of immediate family members shall not constitute an incident of sick leave. A doctor's note may also be required after an employee has utilized sick leave used six (6) incidents of sick leave in conjunction with holidays and/or regular days off in the preceding twelve (12) month period. Pattern use of leave; Patterns of use of leave in conjunction with holidays and/or employees' regular day off; failure to provide appropriate documentation to substantiate leave when required and in accordance with this article and use of sick leave beyond that accrued by the employee may be considered abuse of sick leave and grounds for disciplinary actions. Justification regarding care of immediate family member: The Department Head or designee may require that an employee state the need for the employee's absence for the personal care of a member of their immediate family.

(F) While on sick leave, an employee will normally be at a residence for the purpose of recuperating, at a medical facility, or at a facility purchasing personal items and/or medications. Employees on extended sick leave are responsible for notifying the Department Director or designee of their primary location and of their expected date of return to work. An extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from a disabling illness or injury or other recognized use of sick leave for more than five (5) workdays.

(G) If there is reasonable cause for the City to believe that an employee is abusing sick leave, the City may require that the employee produce appropriate medical documentation to justify the employee's absence such as evidence of having consulted a physician, a certificate from a treating physician, or the production of appropriate medical records to be made available to a City designated physician for review. Supervisors may not discipline an employee in the absence of evidence that the employee is abusing sick leave. The use of sick leave shall not be a basis for downgrading an employee's performance evaluation in the absence of an actual determination that the employee's use of sick leave has, in fact, been abusive.

PART II - EARNING AND PAY OFF OF SICK LEAVE

(A) Employee**s** hired on or after January 1, 2011 shall not earn any Sick Leave during their first six (6) months of employment with the City of Las Vegas. The City and the Association agree that all full-time employees shall accrue four (4) hours of sick leave bi-weekly. Employees who are in a non-pay status for part of a pay period shall have their sick leave accumulation reduced on a prorated basis. There shall be no limit to the amount of sick leave that can be accumulated for employees hired ~~on or~~ before **12/3/2014**~~the date of execution of~~

~~this agreement.~~ Employees shall be paid their current hourly rate, plus longevity, if applicable, for each hour of sick leave used.

(B) Employees hired before~~ the date of execution of this agreement~~ **12/3/2014**~~,~~ will have a maximum payoff cap upon separation of 840 hours. Employees hired on or after ~~the date of execution of this agreement,~~ **12/3/2014** will have a maximum payoff *and* accrual cap of 420 hours.

(C) Employees with between five (5) years and twenty (20) years of employment with the City shall receive payment for one-half (1/2) the amount of unused sick leave accrued upon separation from City employment~~ however, in no event shall an employee be paid for more than 840 sick leave hours (or 420 sick leave hours for those hired on or after the date of execution of this agreement)~~. Payment shall be computed as follows unless specified otherwise in these provisions: One-half of the employee's current accumulated sick leave hours paid at their current hourly rate, plus longevity, if applicable, for each hour of sick leave computed for payment.

(D) Employees with 20 years or more employment with the City, upon separation, will be paid at a one hundred percent (100%) rate for those sick leave hours accumulated up to their cap. The payment will be at the employee's hourly rate, plus longevity, at time of separation.

(E) In the event of death or as a result of a disability resulting in mandatory separation from City employment, an employee shall be paid for all sick leave hours accumulated in accordance with the above payoff schedules at the employee's current hourly rate, plus longevity, at time of separation (or death) up to their cap. In the event of death, the sum will be paid to the beneficiary(ies) designated by the employee.

(F) Sick leave will be charged to the individual employee's accounts on a first in, first out (FIFO) accounting system.

(G) On the first payday of December of each year, the City shall "buy back" from each employee one-half of all sick leave hours accrued above the 840 hour maximum payoff limit during that calendar year by said employees. The one-half sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "bank" and part of the total sick leave accrual of the employee, but shall not be eligible for pay-off at any time, including at separation. Sick leave "bank" hours shall be used only upon exhaustion of all other sick leave hours.

(H) Employees who have taken no more than thirty-two (32) hours of sick leave during a fiscal year shall receive a three hundred and fifty ($350) cash incentive or one bonus annual leave shift day off to be credited to the employee's annual leave accrued at the employee's option which will be paid/credited in the second pay period in July. Sick leave used for the purpose of bereavement will not count toward the thirty-two (32) hours identified above. However, the use of any other sick leave, including FMLA sick or any leave without pay except for Worker's Compensation will count against the thirty-two (32) hours identified above.

ARTICLE 12 - GRIEVANCE PROCEDURE

(A) GRIEVANCE DEFINITION

A grievance shall be defined as a dispute or disagreement raised by an employee or by the Association on the membership's behalf against the City regarding the application or interpretation of a specific provision of this collective bargaining agreement or violation of an established City rule or regulation. Disciplinary actions, resulting in a written reprimand or a suspension of forty (40) hours or less, are appealable through the grievance procedure provided herein and shall start at the first step of the grievance procedure within fourteen (14) calendar days of receipt of disciplinary action. Alleged contract or policy violations or disciplinary actions resulting in a suspension of over forty (40) hours, or more serious disciplinary actions, are appealable through the grievance procedures provided herein and shall start at the third step of the grievance procedure within fourteen (14) calendar days of receipt of the disciplinary action, or employee's knowledge of the occurrence giving rise to the grievance for non-disciplinary matters. Oral reprimands or warnings are not appealable through this procedure. Written reprimands or warnings may only be appealed through Step 3 of the procedure and are not subject to arbitration.

The parties agree to make a concerted effort to resolve grievances, as defined above within the timelines specified within the contract. Timelines may be extended when agreed upon by written agreement of both parties. The Association and Human Resources may meet in an attempt to resolve issues prior to resorting to the formal grievance process defined herein. The Director of Human Resources may answer grievances filed with the Department Director (at step two) or Deputy City Manager (at step three). The grievance form will acknowledge that the grievance was answered by the Director of Human Resources with the concurrence of the appropriate Department Director and/or Deputy City Manager.

The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Whenever Civil Service Rules are contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement. Civil Service Rules will apply in circumstances where the agreement is silent. Alleged violations of Civil Service Rules which are not covered by the terms of this Agreement may only be appealable through the Civil Service Rules. Federal and State statutory provisions and the enforcement and propriety thereof are matters of law and/or public policy and are not subject to the grievance procedure hereinafter set forth.

The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge any probationary employee as long as the action is consistent with applicable state and federal law. Further, it is expressly agreed that this grievance procedure is not applicable to actions taken for discharge and/or discipline on any employee who has not successfully completed an initial probationary period with the City.

(B) GRIEVANCE PROCEDURE

It shall be the right of any grievant to have their grievance reviewed as outlined in Paragraph A, in accordance with the appropriate steps. At Step 1, a grievance can be discussed orally and shall not be filed in writing. All grievances filed at Step 2 or Step 3 shall be filed, in writing, on the attached LVCEA grievance form; shall be dated as of the date filed; and shall specify the collective bargaining provisions alleged to have been violated. Grievances, as herein defined, shall be processed in the following manner:

Step 1. (Informal) The grievance shall first be discussed with the grievant, the grievant's supervisor and the grievant's Department Manager within 21 calendar days of when the grievant became aware or should have become aware of the incident giving rise to the grievance. If a resolution can be reached by the parties, no further action will be taken. Any resolution agreed to at this step is subject to review by the City and the LVCEA and cannot be in violation of the provisions of this contract or other City Policies and Procedures.

Step 2. If the matter cannot be resolved at Step 1, the grievant shall reduce the grievance to writing and submit the grievance to Human Resources within 21 calendar days of when the matter was discussed at Step 1. The grievance shall be submitted to the Department Director for resolution. If the grievant requests that a meeting be held with the Department Director to discuss the grievance, a meeting will be held with the grievant and his/her representative, a representative from Human Resources and the Department Director or designee within 21 calendar days of when the grievance was submitted to Human Resources. The Department Director will respond to the grievance within 21 calendar days of the conclusion of the Step 2 meetings.

Step 3. If the matter cannot be resolved at Step 2, the grievant may submit the grievance to Human Resources within 21 calendar days of receipt of the grievance from the Department Director or within 21 calendar days of when the grievance was due for submittal to the City Manager or designee for resolution. The City Manager or designee shall answer the grievance in writing within 21 calendar days of its receipt. If a meeting is requested by the employee, the meeting will be scheduled within 21 calendar days of the receipt of the grievance. The City Manager or designee has 21 calendar days from the conclusion of the meeting to answer the grievance.

Step 4. If the grievance is not resolved to the satisfaction of the aggrieved employee in accordance with the procedures set forth in Step 3, the aggrieved employee may request that the matter be submitted to final arbitration. This request must be made in writing and sent to the City's Director of Human Resources within fourteen (14) calendar days of the receipt of the City Manager's answer to the grievance or within fourteen (14) calendar days of when the answer was due. Failure on the part of the aggrieved employee to do so shall be deemed an abandonment of the grievance and shall preclude it from any further consideration.

(C) FINAL BINDING ARBITRATION

1. Decisions of the arbitrators shall be final; however, no decision may be in conflict with the law or the terms of this Agreement.

2. Following a grievant's request for arbitration, the City and/or the Association or the grievant's representative if the employee is acting independent of the Association, shall contact

the Federal Mediation and Conciliation Service (FMCS) or, upon mutual agreement, the American Arbitrators Association, to obtain a list of seven (7) potential arbitrators.

The parties shall meet within fourteen (14) calendar days of receipt of the list of arbitrators to select an arbitrator. If the parties cannot agree upon an arbitrator on the list, the selection shall be accomplished by the Association striking first, and the City next, each striking one name from the list in turn until only one name remains. The remaining name shall be the arbitrator. The parties shall then contact the selected arbitrator or the arbitration service to schedule a hearing as soon as possible.

Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated and to jointly prepare a submission agreement for the arbitrator, recognizing that the parties may not be in agreement regarding the issue(s). All grievances shall be submitted to arbitration in accordance with the voluntary labor arbitration rules of the FMCS or AAA.

(D) Time Limits - In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or holiday, in which event, the period runs until the end of the next day which is not a Saturday, Sunday, or holiday.

1. Failure on the part of the employee to process the grievance to the next step within the time limits established in the preceding paragraphs presumes that it has been satisfactorily resolved at the last step to which it had been properly processed. However, in the event an employee is unavailable during the response period, the employee may authorize, in writing, the Association to respond on the employee's behalf.
2. Time limits specified in this grievance procedure may only be extended by written agreement of both parties.
3. If a grievance is not filed or processed within the time limits set forth above, it will be deemed withdrawn without prejudice, unless the time limitations established are waived or mutually extended by the parties in writing.

(E) CONTINUANCE AND RESCHEDULING OF HEARINGS

1. A grievance scheduled for hearing shall not be postponed or rescheduled unless both parties agree.
2. If, for any valid reason, the Arbitrator finds it absolutely necessary to request that a hearing be continued and/or rescheduled, the parties involved will then mutually agree upon another acceptable date.
3. If a hearing is not completed on the hearing date scheduled and additional time is required to complete the hearing, the parties must agree upon another mutually acceptable date.

(F) HEARINGS

1. The hearings shall be conducted in accordance with the following:
    a) The hearing should be informal.
    b) No transcript will be made of the hearing, unless one side or both sides agree to pay for the costs.
    c) The formal rules of evidence shall not be followed.

d) The Arbitrator shall have the obligation of assuring that all reference facts and considerations are brought before him by the representatives of the parties. In all respects, the Arbitrator shall assure that the hearing is fair.

(G) ARBITRATOR FEE

The arbitrator shall bill each of the local parties for one-half (½) of the total fees and expenses. Prior to the hearing, the Association (or the employee if acting on own behalf) and the City will give the Arbitrator the name, position and address of their designated representatives to whom the Arbitrator shall forward billings and decisions. The Association shall always be entitled to receive a copy of all arbitration decisions. All expenses shall be borne equally by both parties. However, expenses relating to the calling of witnesses, the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses were called or depositions taken, except that an employee who is paid for lost time by the employer shall not be paid as a witness.

(H) GENERAL INFORMATION

1. The Association owes employees covered by this Agreement a duty of fair representation which may include the obligation to represent aggrieved employees during the grievance process outlined above.
2. All grievances submitted in writing in accordance with this Grievance Procedure shall be submitted on the proper grievance form, a copy of which is attached to this Contract and made a part hereof by reference.
3. Either or both parties may tape record any meeting or hearing referred to in this Article.

(I) DISCOVERY

If a grievance is filed regarding a disciplinary matter, the City shall provide to the Association, in a timely manner, the relevant information that was used as the basis for the discipline or employment decision. Examples of relevant information would include audio recordings of interviews or disciplinary hearings, video recordings, copies of the employee personnel file (with written grievant permission), and any final investigative reports other than those involving possible criminal charges.

The Association or the City may also make a request for the production of additional documents, recordings and/or other evidence that are related to a grievance. The request shall be in writing. The party to whom the request is made shall determine what information can be made available. Any costs associated with the production of such additional materials shall be the responsibility of the requesting party.

ARTICLE 13 - DISCIPLINARY ACTION

(A) Grounds for Disciplinary Action

The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The City shall follow the disciplinary procedures set forth below in enforcing any discipline. Any such disciplinary action must be initiated within thirty (30) calendar days of the incident. An employee may appeal any written reprimand, demotion, suspension, or other form of discipline through the grievance procedure of this contract, which shall be the exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through the Step 3 - City Manager level of the grievance procedure. LVCEA representation shall be allowed at every level of discipline.

(B) Progressive Disciplinary Action - The City and the Association recognize the principle of progressive discipline as the form of discipline to be used in the City. Discipline involves timely actions by the employee's supervisors in situations where specific job-related employee behaviors, conduct or performance is unacceptable and there is a clear intent to create a record of discipline. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning

(C) Progressive Discipline Steps - The usual steps of progressive discipline are:

1. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisor to document that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. An oral reprimand incorporates counseling in that proper specific procedures that must be followed with the employee and suggestions made as to how to correct the unacceptable behavior or performance. The intent is to give the employee a clear notice that the specific behavior or performance is unacceptable and must be corrected. Oral reprimands are to be documented with the supervisor and employee each signing and keeping a copy for their record. Copies of the oral warning are not to be placed in the employee's Department or Human Resources personnel file. There shall be no reference to the oral reprimand or warning in the employee's personnel file. Oral reprimands are valid for a period of up to six (6) months from the date of issuance.
2. Written Reprimand or Warning - This is the first level of discipline which may be placed in the employee's personnel file in Human Resources. Documentation is done on a Disciplinary Action Form (DAF). The statements on the form must clearly outline the specific unacceptable performance or behavior, the specific violation(s) of the department rules, regulations and/or procedures which is alleged to have occurred and the level of discipline being administered is a Written Reprimand. The employee will be shown a copy of the completed DAF, will be allowed to read it, make comments on the form, and will then be asked to sign the form acknowledging receipt. The employee will be given a copy of the DAF and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand. Written reprimands or warnings will remain on the employee's active disciplinary record for a period of 18 months from the date of issuance, and may be extended for an additional 12 months in the event of a repeat infraction.

3. Suspension – A suspension may be used after a written reprimand or warning has not corrected the specific unacceptable performance, conduct, behavior or rule violation(s). Suspensions shall be limited from one (1) to five (5) days, depending on the severity of the offense, at the Department Director level. Department Director recommendations for suspensions longer than five (5) days may only be imposed after approval by the City Manager or designee. Documentation can be done on the Disciplinary Action Form (DAF) as described above or may be done in narrative form.

4. Other Disciplinary Actions - After an employee has been suspended, if there is a continuation or recurrence of the problem that caused the suspension, the employee may be subject to more serious discipline. The same procedure regarding documentation and rebuttal must be followed, as in the case of a written warning or suspension. Examples are:

a) Reduction in Classification/Demotion - This involves the individual reducing in classification from the position currently held to one in a lower pay grade or one of lesser responsibility. This step would be used when the difficulties the employee is experiencing appear to stem from the level of duties and/or responsibilities of the position currently held. The affected employee's pay will be reduced accordingly.

b) Reduction in Salary Step - When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step, for a maximum of twenty-six (26) pay periods.

5. Termination - Termination is the final step in the disciplinary process. Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is of a severe enough nature so as to warrant immediate separation from employment.

(D) Records - Investigations of allegations which do not result in a corrective or disciplinary action shall not become part of the employee's personnel file or department file under any circumstances. Employees shall be entitled to the removal of any document that is proven to be in error or was placed in the employee's personnel file~~s~~ without the employee receiving a copy of the document.

Material which has been removed, due to error, must be corrected or destroyed. Any record destroyed, due to error, may not be referenced or be made the basis for, or be used in, any discipline or other adverse personnel action(s) against the employee(s) referred to in such retracted material.

Employees' permanent personnel files are private and confidential and must not be reviewed or otherwise seen by any person other than an authorized employee of the Department of Human Resources, the City Manager or designee, the City Attorney or designee assigned to work on personnel matters, and/or the employee's current Department Director or designee without the prior approval of the employee. Personnel files will not be released to the affected individual (or their designated representative) without the written approval of the affected individual.

(E) Disciplinary Meetings

Employees shall be notified, prior to the beginning of any meeting called for disciplinary purposes with that employee that the meeting could lead to disciplinary action and the possible nature of such action. If the employee is not notified, or if the employee comes to reasonably believe that a meeting or interview might lead to disciplinary action against him/her, the

employee shall be given an opportunity to request, and adequate time to secure, the presence of a representative at such meeting, inquiry, or investigation.

Employees shall be questioned during their regular working hours or shall be compensated for the time spent in questioning as specified in this contract.

Employees shall be provided with at least twenty-four (24) hours advance notice of any scheduled disciplinary meeting which is likely to result in a written reprimand or other more severe discipline. The employee shall be provided with the name of the person conducting the meeting, the date, time, location, and topic of discussion of the meeting.

(F) Polygraphic Examinations

Applicants may be required to take a polygraph examination or a voice stress analyzer examination as a condition of employment for hire, rehire, transfer (voluntary or involuntary) or promotion to the Department of Detention and Enforcement. Transferred employees who fail to pass the voice stress analyzer or polygraph exam, would revert back to their previous or a comparable position. Employees may not be required to take a polygraphic examination or voice stress analyzer in conjunction with any disciplinary action. No reference of any type may be made regarding polygraphic examinations or voice stress analyzer at any disciplinary hearing or process without the consent of the employee.

(G) Purging Files and Records

1. The record of any disciplinary action resulting in a written reprimand or warning shall be removed from an employee's personnel file after a period of eighteen (18) months from date of issuance has elapsed, except that any subsequent disciplinary action of a similar nature shall extend the period of retention of the original offense for twelve (12) additional months. Similar nature is defined as a disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations. If removal of a discipline has not been made in accordance with the above removal timelines, it may not be used against the employee in a later disciplinary action.

2. Records of disciplinary actions resulting in a suspension of five (5) days or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of thirty (30) months from date of issuance has elapsed. However, any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for an additional six (6) months.

3. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel file. Human Resources staff will review the employee's personnel file, contact the employee's department to verify the record, and notify the employee of the results of the request. Additionally, the Director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary documents exist at the department level alone, those documents shall be returned to the employee for disposal.

4. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.

5. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file, at any reasonable time, upon request, and to request a copy of any needed documents in the file. The official personnel file shall remain under the control of the Department of Human Resources.

6. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. The Director of Human Resources, or designee, shall investigate the employee's request, advise the employee's department, make any appropriate correction, if warranted, and advise the employee of the correction requested. The employee's memorandum shall be attached to the material in question and filed therewith if the documentation is not changed.

7. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.

(H) Just Cause

Just cause exists when an employee commits an act of substance relating to the character or fitness of the employee to perform official duties that is contrary to sound public practices or acceptable work performance. The following, although not all inclusive, shall constitute just cause:

1. Conviction of an offense which is punishable as a felony in the state of Nevada, conviction of an offense in any place other than the state of Nevada, which offense, if committed in the state of Nevada, would be punishable as a felony, or conviction of any offense which involves moral turpitude;
2. Violation of City or Departmental Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Deputy City Manager;
3. Solicitation of the public for money, goods, or services which has not been approved in accordance with established departmental procedures;
4. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;
5. Repeated incompetency; repeated inefficiency; repeated carelessness; abuse of sick leave; neglect of duties; unexplained and unapproved absence from duty; excessive absenteeism or tardiness; misuse or theft of City property; continuing or life threatening safety violations; on the job alcohol, or other drug abuse; malfeasance, misfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;
6. Physically striking or threatening any supervisory, managerial, or other employee;
7. Striking in violation of this Agreement, or of NRS 288;

The above grounds are not deemed all inclusive, but merely descriptive. Any other acts of substance relating to the character or fitness of the employee to perform official duties may be considered cause.

ARTICLE 14 – WAGES

(A) Base Wages

"Eligible employees" are employees covered by this Agreement.

The City and the Association agree that effective the first pay period following the execution of this Agreement, the wages paid eligible employees shall be shown in the City of Las Vegas Classified Employees Salary Schedules which are attached hereto as Exhibit C. ~~Said Salary Schedules reflect an increase of one and one half percent (1.5%) over the prior salary schedules. If there is a PERS increase that affects any salary schedule, the City will provide the Association with updated salary schedule(s) within thirty (30) days of the PERS increase.~~

Effective July 1, 2016, all salary schedules will be increased by two percent (2%). Those employees that are Y-Rated will also receive a one-time lump sum payment of up to two percent (2%) of their annual wages that was in effect prior to the salary schedule increase (base wages plus longevity). This will result in employees receiving one of the following:

1) For those employees who are not Y-Rated, the effect of the salary schedule adjustment will result in a two percent (2%) base wage increase;

2) For those employees who are Y-Rated by two percent (2%) or more, the effect of the salary schedule adjustment will not result in a base wage increase, but will result in a two percent (2%) reduction of their Y-Rating amount. These employees will also receive

a one-time lump sum payment in the amount of two percent (2%) of their annual wages; or

3) For those employees who are Y-Rated less than two percent (2%), the effect of the salary schedule adjustment will result in a combination of a base wage increase and a complete reduction of the employee's amount of Y-Rating. The amount of the base wage increase will be the difference between two percent (2%) and the amount of the employee's Y-Rating prior to the salary schedule increase. Moreover, the employee will also receive a one-time lump sum payment equal to their annual wages multiplied by the percentage amount that they had been Y-Rated prior to the salary schedule increase.

Effective July 1, 2017, all salary schedules will be increased by two and one-half percent (2.5%). Those employees that are Y-Rated will also receive a one-time lump sum payment of up to two and one-half percent (2.5%) of their annual wages that was in effect prior to the salary schedule increase (base wages plus longevity). This will result in employees receiving one of the following:

1) For those employees who are not Y-Rated, the effect of the salary schedule adjustment will result in a two and one-half percent (2.5%) base wage increase;

2) For those employees who are Y-Rated by two and one-half percent (2.5%) or more, the effect of the salary schedule adjustment will not result in a base wage increase, but

will result in a two and one-half percent (2.5%) reduction of their Y-Rating amount. These employees will also receive a one-time lump sum payment in the amount of two and one-half percent (2.5%) of their annual wages; or

3) For those employees who are Y-Rated less than two and one-half percent (2.5%), the effect of the salary schedule adjustment will result in a combination of a base wage increase and a complete reduction of the employee's amount of Y-Rating. The amount of the base wage increase will be the difference between two and one-half percent (2.5%) and the amount of the employee's Y-Rating prior to the salary schedule increase. Moreover, the employee will also receive a one-time lump sum payment equal to their annual wages multiplied by the percentage amount that they had been Y-Rated prior to the salary schedule increase.

Examples of the impact of these salary schedule increases and lump-sum payments are attached hereto in Attachment D.

Effective July 1, 2018, all salary schedules will be increased by two and one-half percent (2.5%). This will result in employees receiving one of the following:

1) For those employees who are not Y-Rated, the effect of the salary schedule adjustment will result in a two and one-half percent (2.5%) base wage increase;

2) For those employees who are Y-Rated by two and one-half percent (2.5%) or more, the effect of the salary schedule adjustment will not result in a base wage increase, but will result in a two and one-half percent (2.5%) reduction of their Y-Rating amount; or

3) For those employees who are Y-Rated less than two and one-half percent (2.5%), the effect of the salary schedule adjustment will result in a combination of a base wage increase and a complete reduction of the employee's amount of Y-Rating. The amount of the base wage increase will be the difference between two and one-half percent (2.5%) and the amount of the employee's Y-Rating prior to the salary schedule increase.

Effective July 1, 2019, eligible employees whose base salary is at or above the top of their salary range will receive a one-time lump sum payment in an amount equal to three and one-half percent (3.5%) of their annual salary at that time.

~~(B) Lump Sum Payments~~

~~1. Upon execution of this Agreement, eligible employees who are currently Y-rated will receive a one-time lump sum payment in an amount equal to one and one half percent (1.5%) of their annual salary at that time (base wages plus longevity).~~

~~2. Eligible employees whose base salary is at or above the top of the salary schedule referenced in paragraph A above as of June 30, 2015 ("participating employees") will receive a one-time lump sum payment from a designated compensation pool. The compensation pool will be three million dollars ($3,000,000.00) and will be divided on an equal percentage basis (with reference to each participating employee's salary) between all participating employees.~~

~~The calculation as to the percentage amount that each participating employee will receive will be made on June 30, 2015 by dividing the three million dollar compensation pool by the total annual salaries (base pay plus longevity) of all of the participating employees. The parties currently estimate that the percentage amount that will be received by participating employees is approximately four percent (4%), but this is only an estimate and the actual figure may be more or less. The payment of this lump sum amount will be made on July 10, 2015.~~

(C) Salary Steps

1. Employees shall receive a salary step advancement upon each anniversary date of their appointment to the City and annually thereafter until they are at the maximum of the salary range for their classification as specified by the appropriate Salary Schedule. Each salary step advancement shall continue to be five percent (5%) up through June 30, 2015. Starting on July 1, 2015, salary step advancements shall drop to four percent (4%) or if there is less than a four percent gap between the employee's salary and the maximum of the salary range for the classification – that percentage amount that increases the employee's salary to the maximum of the salary range for the classification.

2. Employees shall receive their salary step advancement unless the City can show legitimate reason for denial of the salary step advancement. Legitimate reason for denial includes, but is not limited to, an extended sick leave absence of 1,040 hours or more, disciplinary action equivalent to a suspension, or three (3) documented and substantial reports of unsatisfactory performance.

3. Employees shall be informed in writing of the specific reason(s) for the denial of any salary step advancement and may grieve that denial through the City Manager level of the grievance procedure in this agreement.

(D) “Y-Rated” Employees

An employee whose current wage is above the wage range will continue to receive their current wage. This shall be the employee’s “Y-Rated” wage rate. The employee’s “Y- Rated” wage rate shall continue until any future wage range adjustments, applied to the salary schedule, raise the salary schedule above the employee’s “Y-Rated” wage. At that time the employee will receive the appropriate salary schedule wage.

ARTICLE 15 - CLOTHING AND TOOL ALLOWANCE

(A) The City and the Association agree that the employees in the classifications listed below shall be paid a yearly tool allowance of the amount shown on a quarterly basis:

Classification	Annual Allowance (in dollars)
~~Body Mechanic I~~	~~180.00~~
Body Mechanic ~~II~~	210.00
Building Services Electrician ~~II~~	180.00
Building Services Technician	210.00
~~Carpenter I~~	~~180.00~~
Carpenter ~~II~~	210.00
Concrete Mason	**150.00**
~~Electrician I~~	~~160.00~~
~~Electrician II~~	~~180.00~~
Facilities Field Supervisor	**210.00**
Facilities Maintenance Supervisor	**210.00**
Field Electrician II	180.00
Fleet Services Supervisor	**280.00**
Fleet Services Worker	**135.00**
~~HVAC Technician I~~	~~180.00~~
HVAC Technician ~~II~~	210.00
Industrial Electrician ~~II~~	180.00
Instrument Technician	180.00
Locksmith **I**	210.00
Locksmith II	**210.00**
~~Materials Testing Technician I~~	~~180.00~~
Materials Testing Technician ~~II~~	180.00
~~Mechanic I~~	~~210.00~~
Mechanic ~~II~~	280.00
Park Maintenance Crew Leader	**210.00**
Parks Crew Leader	210.00
~~Plumber I~~	~~160.00~~
Plumber ~~II~~	180.00
Skilled Trades Helper	180.00
~~Sr Body Mechanic~~	~~210.00~~
Sr Building Services Electrician	180.00
Sr Carpenter	210.00
~~Sr Electrician~~	~~180.00~~
~~Sr Field Electrician~~	~~180.00~~
Sr HVAC Technician	210.00
Sr Industrial Electrician	180.00
Sr Materials Testing Technician	**180.00**
~~Sr Locksmith~~	~~210.00~~
Sr Mechanic	280.00

Sr Plumber	180.00
~~Sr Traffic Control Systems Technician~~	~~180.00~~
~~Sr Traffic Signal Electrician~~	~~180.00~~
Sr Traffic Signal Technician	180.00
Sr Traffic Systems Technician	**180.00**
~~Street Light Maintenance Electrician~~	~~160.00~~
~~Traffic Control Systems Technician I~~	~~180.00~~
~~Traffic Control Systems Technician II~~	~~180.00~~
Traffic Field Supervisor	**180.00**
~~Traffic Signal Electrician II~~	~~180.00~~
~~Traffic Signal Field Supervisor~~	~~180.00~~
~~Traffic Signal Technician I~~	~~180.00~~
Traffic Signal Technician II	180.00
Traffic Systems Technician	180.00
Traffic Systems Technician Trainee	180.00
~~Traffic Systems Supervisor~~	~~180.00~~
~~Vehicle Services Supervisor~~	~~280.00~~
~~Vehicle Services Worker~~	~~135.00~~
Welder	135.00

These amounts will be increased by twenty five percent (25%) during the first year of employment for new hires.

The City shall provide a secure area for the employees to keep their personal tool set on the job site; however, the City shall not be responsible for loss and/or damage to personal tools. It will be the employee's responsibility to maintain the necessary tools to perform their assigned tasks. The City will conduct an inventory annually after giving the employee five (5) days notice. The tool set is defined to be the toolbox and the entire contents thereof, as determined by the annual inventory.

(B) A safety shoe allowance shall be paid in the amount of one hundred twenty five dollars ($125) per year. Such allowance shall be paid at the time the second quarterly installment of the tool allowance is paid. Personnel to receive such allowance shall be those personnel whose job requires safety shoes be worn as established by the LVCEA and the City. Personnel who receive a safety shoe allowance shall furnish their own safety shoes that meet the required safety standards for their position and shall wear the safety shoes at all times when they are in work status. Failure to purchase and wear the required personal protective equipment may lead to disciplinary action.

(C) When any employee is required to wear a uniform during the performance of duty, that required uniform will be provided by the City. The term "uniform" shall include any specified shoes, belts, jackets, sweaters, or other accessories. The City and the Association further agree that employees who are furnished uniforms by the City shall be provided a clean and appropriate uniform for each normal workday, with the exception of clothing (e.g. City logo shirts) that is provided for the purpose of identifying the wearer as a City employee. In those

cases, once the logo wear has been issued, the expectation is that the employee will be responsible for the cleaning of such garments and will demonstrate proper hygiene practices.

(D) Uniforms shall only be worn during the normal workday and shall be worn in accordance with such regulations, policies and procedures as the City may establish.

(E) The City shall provide paid time off, and pay the entire tuition for any education, certificates, ratings, etc. that the City requires employees to have in order to keep their employment with the City in the employee's current classification.

(F) If the City believes that a classification no longer requires the use of personal tools and/or safety shoes or if a new classification is added to the bargaining unit covered by this Agreement, the City and the Association will meet and confer to determine whether the classification will receive a clothing, tool and/or safety shoe allowance.

ARTICLE 16 – LONGEVITY

(A) The longevity pay for employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, eligible employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (½ of 1%) increase of the base salary until a maximum of fifteen percent (15%) has been reached for thirty (30) years of continuous employment with the City of Las Vegas. Longevity pay shall become effective on the hiring anniversary date of employees.

(B) Overtime or any other incentive payments shall not be considered in the calculation of the percentages of longevity pay.

(C) Employees hired or rehired on July 1, 1980, or thereafter, shall have a maximum longevity benefit of ten percent (10%) at twenty (20) years; however, their starting and yearly accumulations shall be the same as those in Paragraph A.

(D) Employees hired after January 1, 2004, shall receive a longevity payment equal to three percent (3%) of their base salary on the completion of ten (10) years of continuous service with the City. For each year of continuous service hereafter, each employee will receive an additional one-half of one percent (1/2 of 1%) until a maximum of ten percent (10%) has been reached.

(E) Employees hired after January 1, 2011 shall not be eligible for longevity pay.

ARTICLE 17 - LEAVE WITHOUT PAY AND SPECIAL LEAVE

17.1 Definitions

The following are terms used in this article that has definitions in Article 3:

- Bereavement Leave;
- Family Leave;
- Funeral Leave;
- Immediate Family;
- Job-Related Disability;
- Maternity Leave; and
- Paternity Leave.

17.2 Maternity/Paternity/Adoption Leave

Employees shall be entitled to use available accrued sick leave, annual leave and leave without pay for up to a maximum of six (6) months for purposes of prenatal care, childbearing and/or for caring for newly-born or adopted children. An employee's available FMLA leave will run concurrently with Maternity /Paternity/Adoption Leave, up to 12 weeks. Employees are eligible for this leave for a period of up to 12 months after the birth or placement of a child. Employees are required to give at least thirty (30) days advance notice, if possible to allow the department to make the necessary staffing adjustments. Failure to provide adequate notice may result in denial of the leave. Additional Maternity/Paternity/Adoption Leave or use of this type of leave not expressly set forth herein may be awarded on an exception basis only upon written authorization of the City Manager, or designee.

17.3 Family and Medical Leave

The City of Las Vegas is a covered employer under the Family and Medical Leave Act (FMLA). The City will abide by provisions of the FMLA, and all amendments thereto, and complaints based on violations thereof are not subject to the grievance process in this Agreement.

17.4 Military Leave

When an employee enters a recognized branch of the Armed Forces of the United States, whether voluntarily or involuntarily, the following shall apply:

1) The employee shall be granted military leave without pay for the duration of the employee's active service.
2) An employee granted military leave and later honorably discharged or discharged as a result of disability shall be restored to his/her former classification or to a like classification. To qualify for such restoration, the employee must apply for reinstatement within ninety (90) calendar days of discharge. Such restoration is further contingent upon the City's circumstances having not changed in such a manner as to make such reinstatement impossible or unreasonable and upon determination by the City Manager that the employee is able to perform the duties and responsibilities of the position.
3) An employee so restored shall be granted accrued seniority, benefits or other compensation in accordance with applicable Federal laws or regulations.

4) Persons who are employed to fill positions vacated as a result of the incumbent being placed on military leave shall be so notified at the time of their appointment. Such appointments may be made on a temporary basis if the incumbent is on military leave for a period of less than one year. Any persons employed on a non-temporary basis in positions vacated as a result of military leave may be subject to reassignment, transfer, reduction in grade, or termination shall be done in accordance with reduction in force procedures specified in this agreement and the City of Las Vegas Civil Service Rules.

5) Any employee holding reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard who is obligated or ordered to serve on training duty shall be granted military leave for a period not to exceed fifteen (15) working days in any one calendar year, or the number of days stipulated in NRS 281, whichever is greater. Compensation during such leave shall be the normal gross salary that the employee receives from the City, excluding overtime. The employee shall be entitled to retain any Armed Services pay earned during the training duty.

6) When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

17.5 Court Witness or Jury Duty Leave

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding related to City business shall receive their regular City pay. Employees who serve on a jury for one week or less are not required to turn in to the City any fees paid as a result of jury duty. Employees who report for jury duty for period in excess of one week will be required to submit their jury duty payment to the City Treasurer. Employees who are subpoenaed as witnesses for City-related business, called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work when excused by the court or tribunal. Employees who work a swing or graveyard shift shall be excused for the day(s) that they are required to report for jury duty.

This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in civil proceedings unrelated to City business. Other than being a juror, this section shall not apply to persons whose appearance in court proceedings is unrelated to City business.

17.6 Leave Without Pay

17.6.1 Eligibility

Leave Without Pay may be granted or imposed by the Department Director, or designee, to employees for:

1) Purposes normally covered by sick leave, annual leave or Time in Lieu of (TILO) when such leave has been exhausted
2) Disciplinary action
3) Pursuing an education
4) Serving in the military
5) Recovering from a job-related injury or illness
6) Participating in political activities (requires City Manager approval)

17.6.2 General Requirements

Employees must exhaust all ~~available~~ **appropriate** paid leave balances prior to receiving approval for leave without pay (LWOP). Employees on approved LWOP shall not be required or approved to perform work of any kind, unless the employee has been approved for a Transitional Work Assignment while recovering from a medical condition which resulted in working restrictions (e.g. part-time work during recovery period and paid leave accruals have been exhausted).

17.6.3 Leave Without Pay for Non-Medical Reasons

Employees seeking LWOP approval for non-medically related reasons (e.g. running for political office, pursuing additional education, serving in the military, etc.) must seek approval at least 30 days in advance, when possible, or LWOP approval may be denied.

17.6.4 Leave Without Pay for Medical Reasons

Employees seeking LWOP due to medical necessity must provide appropriate documentation indicating the need for leave, and estimated date the employee is expected to return to work in a full-time capacity. In the event the employee is released by their treating physician to perform part-time work during their recovery, and only require intermittent LWOP as a result, the employee must provide certification from their treating physician indicating their capabilities and restrictions. Intermittent work will be provided via a Transitional Work Assignment and is subject to approval based on business necessity (i.e. there is work available; part-time work will not be created for an employee). The duration of the transitional assignment will not exceed six months and the transitional work assignment may not violate any other provisions of City policies.

17.6.5 Approval of Use of Leave Without Pay

In general, Leave Without Pay for periods in excess of thirty (30) consecutive calendar days shall only be awarded to regular, full-time classified employees.

~~Available~~ **Appropriate** paid leave must be exhausted before Leave Without Pay can be used.

For LWOP Sick, all accrued leave (sick, annual, birthday, holiday and TILO) must be exhausted before LWOP can be approved.

For LWOP Annual, all accrued annual leave, birthday, holiday and TILO must be exhausted before LWOP can be approved. Sick leave may not be used in place of annual leave.

Employee's who are approved for extended leave ~~(Maternity, Paternity, FMLA, Sick)~~ must use any paid leave hours on their first shift(s) of the pay period in accordance with the order of precedence listed below:

1) Sick Leave (if employee is sick or on medical leave)
2) Vacation/Birthday Holiday/TILO (after sick leave is exhausted, if employee is sick or on medical leave).

All LWOP must be approved by the employee's Department Director, or designee, and non-medical Leave Without Pay for periods in excess of thirty (30) consecutive calendar days must also be approved by the City Manager, or designee.

Leave Without Pay for medical reasons must be approved by the employee's Department Director, or designee, and the Human Resources Department. An employee on Leave Without Pay for medical reasons will normally be at a residence for the purpose of recuperating, at a medical facility, or at a facility purchasing personal items and/or medications, and shall be responsible for notifying the Department Director, or designee, of his/her primary location, contact information and return to work status during the leave period.

17.6.6 Leave Without Pay During a Pay Period With a Holiday

If the employee is in a full-paid status for the full shift, before and after the holiday, then the employee is entitled to holiday pay. If the employee is in LWOP status during the shift immediately preceding or following the holiday, then holiday pay will not be granted.

17.6.7 Impact On Benefits During Leave Without Pay

Service Credit Except for military leave and Leave Without Pay resulting from job-related injury or illness, periods of continuous LWOP in excess of thirty (30) days shall not be credited for purposes of annual or sick leave accrual rates, completion of probation (when appropriate), merit increases, seniority (when appropriate) or longevity. The employee's service date shall be adjusted to reflect the actual length of time the employee was actively working for the City of Las Vegas.

Service credit within the state's Public Employees' Retirement System (PERS) will be adjusted to reflect all LWOP.

Sick and Annual Leave Accrual Leave Without Pay for periods in excess of thirty (30) consecutive calendar days, which are authorized for job-related illness or injury, shall be credited for purposes of determining annual or sick leave accrual rates, seniority and longevity, and may be credited for purposes of completion of probation or for salary increases upon recommendation of the employee's department head and approval of the Director of Human Resources and the City Manager.

Insurance Premiums

While an employee is in LWOP status, the City will continue to pay for all employer-provided insurance coverage for the employee only, just as if the employee were in active status.

Employees on LWOP are required to make arrangements with the Human Resources Department to directly pay for their portion of any dependent insurance coverages or supplemental insurances they may have if they wish to continue coverage for dependents under these plans. Failure to do so may result in loss of coverage for the employee's dependents.

17.6.8 Separation

Except as provided for by law, employees who are unable to return to work after being on LWOP status for twelve (12) weeks, may be separated from City employment upon notice to the employee and the Association after the 12 weeks of approved LWOP has expired. The approved 12 week period includes any leave granted under the Family and Medical Leave Act. The separation will be considered a resignation and therefore, employees who are able and capable of returning to work within twelve (12) months following separation can request to be placed on a rehire list in accordance with Civil Service Rules. All entitlement under this provision will end twelve (12) months following the employee's date of separation.

17.7 Application and Examination Leave

An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional or transfer opportunities within the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor. In no case shall an employee become eligible for overtime as a result of leave for a promotional or transfer opportunity.

17.8 Blood Donor Leave

Employees may be granted reasonable paid time off for the purpose of donating blood when participating in a City-authorized and/or sponsored blood donation drive or special need. No employee shall be eligible for overtime as a result of donating blood. All such absences shall be scheduled with the employee's supervisor.

17.9 Catastrophic Leave

1. Eligible Employees:

   a) The Catastrophic Leave Program is available to all LVCEA bargaining unit employees and confidential employees. (I.A.F.F. Local 1285, L.V.P.O.A., L.V.P.P.A., Temporary, and Hourly employees are not eligible for this program.)

   b) Employees must be off probation and employed by the City for six (6) months prior to becoming eligible for the Catastrophic Leave Program.

   c) Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident experienced by an eligible employee that keeps that employee from performing the duties of his/her job, (i.e., hospitalized or home bound). The illness or accident cannot be a result of an illegal act, nor can it be self-inflicted." Employees may not use catastrophic leave to care for a family member.

   d) Employees with an accepted work-related Workers' Compensation claim are not eligible for the Catastrophic Leave Program.

   e) Any employee who receives catastrophic leave benefits and is subsequently awarded workers' compensation benefits shall reimburse the catastrophic leave bank for all benefits received that are covered by workers' compensation payments.

   f) The catastrophic leave benefit will only be paid (provided) until the City paid long-term disability (LTD) insurance plan eligibility kicks in on the 91st day of continuous absence.

2. When an eligible employee as defined above suffers a catastrophic illness or injury, and the eligible employee has or will have exhausted all accrued leave prior to returning to work or reaching the 90 day threshold for LTD insurance coverage, the eligible employee may file a request for donations of leave with the LVCEA. The employee must exhaust all accrued sick and annual leave prior to receiving any leave donated under the program. Catastrophic leave is not intended for those who will not be returning to work (e. g. resignation, retirement, disability retirement, etc.)

3. The catastrophic leave request must be accompanied by:

   a) A medical statement from the employee's attending physician, indicating 1) the estimated amount of time the employee will be disabled from work and 2) the employee's anticipated return to work date.

   b) A letter / e-mail from the Department Director approving the affected employee's request for a leave of absence without pay (LWOP). Requests for medically-related LWOP will not be unreasonably denied.

   c) Confirmation from Payroll that all leave accruals have been exhausted.

4. A committee ("The Committee") appointed by the LVCEA President will review the request to verify the employee's eligibility to receive leave donations.

5. The LVCEA may conduct a solicitation of donations which will be limited to an information-only solicitation, with no personal lobbying by employees on their own behalf. Solicitations will be conducted for a two-week period of time and all donations will be submitted to the Finance Department on a form provided by the LVCEA. At the present time, the catastrophic leave bank is sufficiently funded so that individual solicitations should not be required for the life of this agreement. Accordingly, the current catastrophic leave bank will be utilized for catastrophic pay purposes until the balance has been exhausted or diminished to the point where additional solicitations are required.

6. Donations can be made from the donor's available leave banks. Sick leave donations will only be allowed from the employee's payable hours (those hours for which the employee would receive cash payment upon separation from City employment.) Employees with less than five (5) years of classified service are not eligible to donate sick leave, since accrued sick hours are not yet vested for payout purposes. Employees with more than five (5) years service but less than twenty (20) years service can donate up to fifty (50%) percent of their non-surplus sick leave hour accruals and employees with more than twenty (20) years service, can donate up to 100% of their non-surplus sick leave hour accruals. Employees with a sick leave balance above their cap may donate accrued, sellable hours as defined in the sick leave article.

7. The minimum leave donation is four (4) hours. However, employees must have a sick or annual leave balance of at least forty (40) hours following donation.

8. The LVCEA will forward notification of the time donations to Finance, where the donated time will be converted to dollars at the current hourly rate of the donor. If any donated sick leave hours remain at the end of the catastrophic leave, they will remain in a catastrophic leave bank for future use. In the event an affected employee receives donated hours, but returns to work prior to the anticipated return to work date, any hours paid out of the cat leave bank in excess of what was needed will be reimbursed to the catastrophic leave bank by the employee.

9. The parties agree that should any problem arise in the administration of this paragraph or any abusive practice should arise, that the parties agree to meet to make reasonable adjustments to facilitate the administration of the program or to eliminate any abusive practices.

17.9.1 Supplemental Policies and Procedures

1. Catastrophic Leave benefits are available from the first (1^{st}) day of absence through the ninetieth (90^{th}) day of absence presuming the affected employee has exhausted all of their accruals, the Department Director has approved their leave without pay request (requests will not be unreasonably denied), and the medical issue is considered to be catastrophic in nature.

2. Catastrophic Leave benefits will not be approved if the illness or injury of any person other than the employee would not qualify the employee to receive Catastrophic Leave benefits.

3. An employee requesting Catastrophic Leave benefits must submit a Catastrophic Leave Agreement Form to the Catastrophic Leave Committee accompanied with a medical documentation in compliance with this agreement.

4. Request for Catastrophic Leave benefits will be processed on a first-come basis.

5. In accordance with federal laws governing medical privacy (HIPPA), the Donation Request Form shall not include any information relating to the requesting employee's illness or injury condition.

6. An employee making a request for Catastrophic Leave benefits must agree to indemnify and hold the LVCEA, its officers, directors, trustees, members and employees harmless from any lawsuits, malfeasance, and/or claims or damages for failure on the part of the City to process the request in a timely manner.

7. Under no circumstances will any benefits be paid from the Catastrophic Leave bank beyond ninety (90) calendar days from the date the employee was required to be absent from duty on a continuous basis since the City-paid LTD insurance benefit eligibility kicks in on the 91st day of absence.

17.10 Bereavement Leave

Employees shall be permitted to absent themselves from work to attend to matters related to an impending or subsequent death and or funeral of a member of their immediate family. Sick or Annual Leave shall be granted for a maximum of five (5) days per occurrence. In extraordinary circumstances, additional leave may be granted by the Department Head.

17.11 Funeral Leave

Employees may be granted up to four (4) hours of annual leave to attend a funeral of an acquaintance or co-worker on short notice. Whenever possible, such leave should be requested at least one day in advance.

17.12 Voting Leave

The City of Las Vegas agrees to allow time off from work for the purpose of voting according to the provisions of NRS 293.463, which reads as follows:

1. Any registered voter may absent himself from his place of employment at a time to be designated by the employer for a sufficient time to vote, if it is impracticable for him to vote before or after his hours of employment. A sufficient time to vote shall be determined as follows:
    a. If the distance between the place of such voter's employment and the polling place where such person votes is 2 miles or less, 1 hour.
    b. If the distance is more than 2 miles but not more than 10 miles, 2 hours.
    c. If the distance is more than 10 miles, 3 hours.
2. Such voter may not, because of such absence, be discharged, disciplined or penalized, nor shall any deduction be made from his usual salary or wages by reason of such absence.

3. Application for leave of absence to vote shall be made to the employer or person authorized to grant such leave prior to the day of the election.
4. Any employer or person authorized to grant the leave of absence provided for in subsection 1, who denies any registered voter any right granted under this section, or who otherwise violates the provisions of this section, is guilty of a misdemeanor.

In the event the State of Nevada changes the provisions of NRS 293.463 it is understood that this section would change accordingly. This section is not subject to the grievance and arbitration process.

17.13 Safety and Health Fair Leave

At the convenience of the City, employees may be granted reasonable time off with pay to attend sponsored Safety and Health functions, benefit fairs or other benefit related promotional events. This section is not subject to the grievance and arbitration process.

17.14 Volunteer Leave

Employees may be granted up to five (5) days per year either without pay or through the use of annual leave for the purpose of volunteering to provide help or service to a charitable organization. This section is not subject to the grievance and arbitration process.

17.15 Documentation

The City may require appropriate documentation to substantiate any type of leave granted under this article.

ARTICLE 18 - MEDICAL BENEFITS

(A) The City and the Association agree that the City will pay the cost of group hospitalization, health, dental, vision, and term life insurance for each individual employee covered by the provisions of this contract. The City agrees to pay dependent insurance coverage costs equal to fifty percent (50%) of the actual cost. The City will provide medical insurance benefits to LVCEA represented employees which are worth at least $735 per employee per month on average. Moreover, the City will provide medical insurance coverage that is substantially similar to the insurance that is shown in Attachment ~~D for calendar year 2015~~ **E for calendar year 2016**.

(B) The City agrees to pay the cost of long-term disability insurance. Moreover, the City will provide each employee covered by this agreement a $20,000 term life insurance policy.

(C) The City shall establish the necessary accounts and accounting procedures to ensure that:

1. A record is kept, by pay period, of the number of employees eligible for insurance coverage and the amount of funds paid by the City on their behalf.
2. A record is kept, by pay period, of the employees' contributions collected and deposited on their behalf.
3. All disbursements of funds from the insurance payment accounts shall be for the appropriate payment of insurance premiums, claims, or other legitimate expenses of the group hospitalization, health, vision, dental, long-term disability, life insurance, and any other insurance programs provided.

(D) The Association agrees to indemnify, and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any legitimate action taken or not taken by the City with respect to authorized deductions for coverage in excess of that provided in the first paragraph of this Article.

(E) All insurance contracts must be approved by the City Council.

ARTICLE 19 – DISABILITY

(A) Employees shall be covered by the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616A-D), the Nevada Occupational Diseases Act (NRS Chapter 617) and the Nevada Occupational Safety and Health Act (NRS 618). However, Worker's Compensation decisions and appeals are not grievable pursuant to this collective bargaining agreement.

(B) Should an employee suffer an accepted claim of service-incurred accident or illness and the benefits paid to such employee under the provisions of the Workers' Compensation Program shall not equal the employee's present gross salary, then, in that event, the employer shall pay to the employee an amount equal to the difference between the compensation received under the Workers' Compensation Program and the employee's then present gross salary, excluding overtime, for a period of two hundred eighty (280) hours from the first day of absence due to illness or injury. However, employees hired after 7/1/14 will only receive full salary continuation for a period of eighty (80) hours from the first date of absence due to illness or injury. Thereafter, Worker's Compensation payments will revert to the State mandated rate.

(C) An employee whose full salary is being maintained under the provisions of this Article shall not be charged with the use of sick leave as established under Article 11 for the period of full income maintenance. Thereafter, accrued leave time may be utilized to subsidize the Worker's Compensation payments up to 100% of regular wage.

(D) Before the City grants these benefits, the employee shall comply with reasonable administrative procedures established by the City. The City may also request, at its option and expense, that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The City may further require that such injured employee make himself available for light duty work as soon as possible after release by a qualified physician who may be either City or employee appointed.

(E) An employee who is temporarily disabled because of a non-work related accident or illness may be granted an alternate duty assignment, if such assignment is available and after being released for such work by a qualified physician. "Alternate duty" means work that may be similar to or totally different than the normal work that the employee performs and is based on the release given by the qualified physician and the skills of the employee.

ARTICLE 20 – RETIREMENT

(A) The City and the Association agree that all employees shall participate in the Public Employees Retirement System of the state of Nevada in accordance with the rules of that system. The City shall comply with all the provisions of NRS 286 for the purpose of paying the employees' retirement contributions.

(B) The City and the Association agree that compliance with NRS 286 requires that any future increases **or decreases** in the Public Employees Retirement System (PERS) contributions will be equally shared with the City paying**/receiving** 50% of the increase**/decrease** and the employees paying**/receiving** the other 50% of the increase**/decrease** through an equivalent reduction**/increase** in employee wage rate. ~~increases or by an equivalent reduction in employee wage rates.~~

(C) If NRS 286 is amended in a manner that affects payment of employees' portion of the contribution required by NRS 286, the parties will enter into negotiations for a replacement to this subsection.

ARTICLE 21 - REDUCTIONS IN FORCE

1) NOTICE

Whenever a layoff has been authorized, the City shall notify the Association in writing at least sixty (60) calendar days prior to the layoff. The notice shall contain the following:

a) The effective date;
b) A list of all incumbents in the affected positions.

The City shall meet and confer with the Association regarding the reduction in force.

2) LAYOFF PROCEDURE

The order of layoffs is as follows:

a) Temporary employees;
b) Probationary employees;
c) Full-time or part-time employees in a qualifying status;
d) Full-time or part-time employees in reverse order of their seniority. The employee with the least classification seniority shall be released first. In the case of a tie, within classification seniority, the employee with the least City employment shall be released first.

Any employee laid off shall have his/her name placed on the recall list for that classification pursuant to Section 6 below.

3) BUMPING AND RECALL RIGHTS

a) An employee who is laid off shall have the right to bump to another classification that the employee previously held where they have sufficient seniority and that is in the same or lower grade as the employee's current grade.
b) Bumping shall be into the position occupied by the least senior employee in the classification. That least senior employee will then be added to the list of employees included in the layoff and may exercise all the rights contained in this article.
c) An employee who bumps to another previously held classification shall carry their current classification seniority to the new job.
d) An employee who elects to bump into another classification previously held retains the right to be on the recall list for the classification from which they were laid off.
e) Any employee who is recalled to a job with the same or more scheduled work hours they held prior to the layoff shall forfeit any future right to be recalled to that same classification if they decline the recall offer.
f) An employee who was laid off may accept an offer of a part-time position with fewer scheduled work hours in that same classification without forfeiting their right to be recalled to their prior scheduled work hours in that same classification.
g) Any employee who is recalled, or bumped into a prior classification, shall obtain any required certifications within six (6) months of reinstatement.

4) INTERVIEW FOR PLACEMENT

An employee who has insufficient seniority to bump may elect to be interviewed for another classification they qualify for on or before the effective date of the layoff. A position in that classification must become vacant and be approved to fill during the 60 day layoff notification period. If selected, the employee retains the right to be on the recall list for the classification from which they were laid off.

5) SEPARATION

a) Employees who are laid off shall be paid all their accrued leave and TILO pursuant to the provisions contained elsewhere in the collective bargaining agreement.
b) The City shall additionally pay to a separated employee twelve (12) weeks of severance pay.
c) Any employee who voluntarily separates employment from the City for any reason (e.g. retirement, resignation, etc.) shall forfeit their recall rights and be removed from the RIF recall list. In the event a laid off person on the RIF recall list declines an offer of part-time employment, or accepts a part-time position, and subsequently relinquishes that part-time position, their name will remain on the RIF recall list.

6) RECALL LIST

a) The City shall continuously maintain and update a recall list for each classification that has had a layoff. The recall list for a given classification shall continue to exist as long as one (1) or more persons remain on the list. The City shall order the employees on each recall list pursuant to the employee's classification seniority, from highest seniority to lowest seniority. Whenever two (2) or more employees have the same classification seniority, the City shall place those employees in order of their City seniority. The City shall transmit to the Association a copy of each recall list upon request.
b) Employees shall remain on a recall list until they are either recalled to their prior position, are removed from the list for failing to respond to a notice of recall pursuant to Section 7(b)(2), voluntarily separate, or after eighteen (18) months of being placed on the list, whichever occurs first. Individuals ~~currently on the recall list as of the date of execution of this agreement shall be~~ **who were on the recall list as of 12/3/2014 were** removed from the list on 12/22/15.
c) The City shall not hire any combination of part-time, hourly, or temporary employees to perform the duties set forth in the classification specification performed by the equivalent of one (1) full-time employee, in any classification in which there is a recall list, unless the Association provides the City approval in writing to do so.
d) ~~The City shall not reclassify a position to a classification in which there is a recall list through the fiscal year ending 6/30/15. Thereafter, t~~**T**he City will meet and confer with the Association regarding any requests for reclassification in which there is a recall list.
e) If the City reclassifies a group classification title for which a RIF list currently exists, the RIF list will apply to the new job title.

7) REINSTATEMENT OF EMPLOYEES

a) Whenever the City decides to fill a position which was vacated due to a reduction in force (layoff), it shall first offer the position to the person with the most seniority on the respective recall list.

b) The following procedure shall be employed for reinstating persons from a recall list:

1. The City shall notify the person to be recalled by both email, if known, or by certified mail, return receipt requested, at the last known address. The notice shall state that (a) the person must respond within ten (10) calendar days of receipt of the notice, either by e-mail, in-person, or by certified mail; (b) that if the person fails to respond in a timely manner, or rejects an offer of reinstatement to their full-time position, their name shall be removed from the appropriate recall list.
2. A lack of timely response or rejection will result in the person being removed from the recall list and forfeiture of all recall rights to that classification, unless the recall offer is for a position with fewer work hours than the position from which the employee was laid off (see Section 3e).
3. If a person so notified either rejects the City's offer of reinstatement or fails to respond in a timely manner, the city shall notify the next person on the recall list, and shall continue to go through the recall list until the person accepts the offer of reinstatement or until no more persons remain on the list.

c) The following are the effects of a reinstatement on an employee's terms and conditions of employment:

1. The employee shall receive from the City all benefits for which he/she was not paid at the time of the employee's separation.
2. The employee's City seniority shall be adjusted in accordance with Article 22.
3. The employee shall receive longevity, sick leave, annual leave and other service related benefits at the rate as when the employee was originally laid off.
4. If the employee's former classification was reassigned to a lower salary grade while the employee was laid off, the employee shall be reinstated at their prior rate of pay and be Y-rated if appropriate.
5. The City shall not require the employee to complete another probationary or qualifying period.
6. The employee shall have six (6) months to secure any required licenses or certifications that may have lapsed during the period which the employee was laid off.

ARTICLE 22 – SENIORITY

22.1 Definitions

22.1.1 Article Definitions

City seniority - the total length of active employment with the City.

Classification seniority - the employee's total length of active service in a classification, which may include reclassification.

Flex Classification(s) – positions that have been designated as flex classifications allow for promotion without testing from the lower level to the higher level at the recommendation of management and after meeting the minimum qualifications for the higher level. Employees will serve a qualifying period after a flex promotion. Flex classifications are designated with an "(X)" after the classification title. An example would be Animal Control Officer I (X) and Animal Control Officer II (X).

Job Series – The classifications belonging to each job series. These will be determined by mutual agreement between Human Resources and the Association.

Reporting Location - the facility or work location where a given employee reports to work each day.

Work unit - one or more employees who report to a common supervisor. However, two or more work groups in a division or department with similar operational procedures may be considered as one work unit for purposes of this Article.

22.1.2 Common Definitions

The following are terms used in this article as defined in Article 3:

- Classification;
- Demotion;
- Qualifying Period;
- Probationary Period
- Promotion;
- Reclassification;
- Service Date;
- Shift;
- Transfer

22.2 Ranking of Seniority

City seniority shall be determined in the following order:

1. Service date; if tied, then
2. Hire date; if tied, then
3. Human Resources date/time stamp
4. Any further ties or disputes shall be determined by a one-time lottery.

Classification seniority for those employees in a given classification shall be determined in the following order:

1. Length of time in the classification; if tied, then
2. Service date; if tied, then
3. Hire date; if tied, then
4. Human Resources date/time stamp
5. Any further ties or disputes shall be determined by a one-time lottery.

22.3 Seniority Lists

By October 1st of each calendar year, the City shall establish a seniority list for each classification which includes the following information**:**

- the employee's name;
- the date of last promotion to the present classification;
- the service date;
- hire date; and
- Human Resources date/time stamp.

All seniority lists shall be available for inspection in Human Resources and shall also be provided to the Association. Department and division offices shall have current seniority lists available for any classification within that department or division for review by employees.

Protests regarding the accuracy of a given seniority list must be filed in writing with Human Resources no later than November 15th of the current calendar year. If no protest is filed by Nov 15th then the seniority list for that classification shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority lists. A protest of a given seniority list shall be resolved through discussions between Human Resources and the employee and the Association, after giving the employee an opportunity to submit a written seniority protest form. If there is still a dispute following discussion of the protest, the Association may file a grievance.

22.4 Rules for the Accrual of Seniority

22.4.1 City Seniority

Employees shall accrue city seniority from the date of hire in the classified service subject to the following rules:

1. Seniority shall not be broken for paid leave of any duration or unpaid leave of less than (30) thirty consecutive calendar days. Periods of unpaid leave of thirty-one (31) consecutive days or more, excepting military leave and leave resulting from job-related illness or injury, shall not be credited for purposes of seniority.
2. Temporary employees shall be credited with all time worked as a full-time employee on a temporary basis only after obtaining probationary status in the same classification.

Time will be credited only if there is no break in service between temporary and probationary status.

3. Part-time classified employee seniority determinations shall be made on a prorated basis, using the actual number of hours worked, with 2080 hours being the equivalent of one year of service.

22.4.2 Classification Seniority

Employees shall accrue classification seniority for all time spent in a given classification subject to the following rules:

1. An employee who receives a promotion and subsequently returns to the former classification during the qualifying period shall be credited with time spent in the higher classification.
2. An employee who receives a promotion and subsequently returns to the former classification after the qualifying period shall not be credited with any time spent in the higher classification.
3. If an employee voluntarily demotes into a classification in the same job series, the employee shall be credited with time spent in the higher classification in the same job series.
4. If an employee voluntarily demotes into a classification in a different classified job series, the employee shall not be credited with any time spent in the higher classification in the different job series.
5. Classification seniority may include title changes or reclassifications of the position, to be reviewed by Human Resources on a case-by-case basis, and after meeting and conferring with the Association.
6. Employees shall receive classification seniority for time spent in an approved acting capacity under the following conditions:
    a. The assignment is for a minimum of thirty (30) continuous calendar days;
    b. The employee is selected for the position while in the acting capacity;
    c. The acting time is documented via the formal Human Resources Acting Pay Request form;
    d. The acting time took place on or after July 1, 1995; and
    e. Time spent acting in an appointive position after ~~the effective date of this agreement~~ **December 3, 2014** will not affect credited classification seniority.
7. If an employee transfers or promotes from a classified position to an appointive position and subsequently returns to a classified position, none of the time spent in the appointive position will be credited towards classified seniority.
8. Flex Classification Seniority – Employees who meet the requirements to be flex promoted shall be allowed to bring their lower level seniority with them when promoting to the higher level. Flex classification seniority shall be maintained on one seniority list. Service time accrued in the lower classification is combined with service in the higher classification.

22.5 Rules for the Use of Classification Seniority

22.5.1 Reductions in Force (RIF)

Classification seniority shall be the controlling factor in any reduction in force

Classified employees, who bump to a lower classification shall be credited with time served in the higher classification. If an employee is called back to the higher classification, all previous seniority in the higher classification will be reinstated and removed from the lower classification seniority.

Any employees with regular status who is appointed to a city position outside the classified service shall retain the right to return to regular status in the classified service, only if the non-classified (appointive) position is eliminated.

22.5.2 Annual (vacation) Leave

Classification seniority shall be the controlling factor in the scheduling of annual leave unless a work unit and management mutually establishes in writing another procedure as approved by the Director (or designee) and the Association.

22.5.3 Shifts

Classification seniority shall be the controlling factor in the assignment of employees to a given shift within a division unless the work unit and management establishes in writing another procedure that is approved by the Director (or designee) and the Association.

If the Director (or designee) has cause to believe that a given employee cannot be placed on the shift as requested due to that employee's knowledge, skills, abilities, customer service skills, interpersonal (people) skills, communication skills, certifications, work history, or other similar attributes, then the Director (or designee) shall reduce the justification to writing and shall provide a copy of the document to both the employee and the Association. If the employee disagrees with the decision, the employee may file a grievance, which may only be processed through Step 3 of the grievance procedure.

22.5.4 Reporting Location

For those divisions that have multiple reporting locations, classification seniority shall be the controlling factor in the assignment of an employee to a reporting location unless the work unit mutually establishes in writing another procedure that is approved by the director (or designee) and the Association.

Special Rule for the Department of Leisure Services: Because this department has multiple facilities, this department shall instead divide its facilities into two equal zones based upon geography. Classification seniority shall instead be the controlling factor in the assignment of

an employee to a zone. However, once a zone is selected by an employee, management then reserves the right to assign the employee to a facility within that zone. All other limitations as described in the remainder of this section shall apply.

If the Director or designee has cause to believe that a given employee cannot be placed in the reporting location as requested due to that employee's knowledge, skills, abilities, customer service skills, interpersonal (people) skills, communication skills, certifications, work history, and other similar attributes, then the director or designee shall reduce the justification to writing and shall provide a copy of the document to both the employee and the Association. If the employee protests the decision the employee may file a grievance, which may only be processed through Step 3 of the grievance procedure.

ARTICLE 23 – SCHEDULES AND HOURS

23.1 Definitions

23.1.1 Article Definitions

Work unit - means a group of employees under common supervision that is within a division.

Return to work - means when an employee has stopped work for the day and is required at a later time to return to his/her assigned duty location to perform assigned tasks.

23.1.2 Article Definitions

The following are terms used in this article that have definitions in Article 3:

- Alternate Work Schedules (AWS)
- Call-Out
- Normal Work Day
- Normal Work Week
- Overtime
- Shift
- TILO (Time in Lieu of)

23.2 Hours and Work Week

The normal work week shall be forty (40) hours, consisting of ten (10) consecutive hours per day (exclusive of lunch break) during four (4) consecutive days commencing with the first hour and day of the employee's regularly assigned workweek and shift. The City has the right to adjust the normal work week of employees such that employees work eight (8) consecutive hours per day (exclusive of lunch break) during five (5) consecutive days commencing with the first hour and day of the employees normally assigned work week and shift.

The official workweek shall begin on each Sunday at 00:01 hours, and shall end at 24:00 hours on the following Saturday.

23.3 Identification of Shifts

The City shall have the right to establish work schedules and starting times. The City shall designate the starting and stopping times of each shift; the meals and rest periods of each shift; and may stagger such times between various departments and between groups of employees or individuals within a department.

23.4 Rest Periods and Meal Periods

Employees shall be given paid rest breaks of not less than fifteen (15) minutes during every four (4) or five (5) hours worked. The timing of such breaks is to be flexibly arranged in accordance with existing practices.

Employees shall get at least a thirty (30) minute unpaid meal break during their shift.

23.5 Alternate Work Schedule Details

Creation of an AWS. If an Alternate Work Schedule (AWS) is requested by a majority of the employees affected in a department, division, or work unit; the Association with work unit employees, representatives of Human Resources, and department and work unit supervisors shall meet within fourteen (14) days to discuss the feasibility of establishing an AWS for the requesting department, division; or work unit. If a mutually acceptable AWS plan can be established, it shall be put into effect for a trial period of six months within sixty (60) days of agreement of the AWS plan.

Appeal When Mutual Agreement Not Reached. In the event where the majority of the employees in a department, division, or work unit want an AWS and mutual agreement between the Department and the Association cannot be reached, the Association may request to have the AWS submitted to the City Manager or his designee for resolution. At the meeting with the City Manager or designee, both sides shall be present and shall be required to present their case, including evidence that they may have to support their position. Each side shall have the opportunity to ask questions of the other side.

Modification or Discontinuance of an AWS. The City Manager, Deputy City Manager or someone acting in the official capacity for the City Manager or Deputy City Manager may discontinue the program if, in good faith, and after discussions with the employees, the City Manager, Deputy City Manager or someone acting in the official capacity for the City Manager or Deputy City Manager determines that the AWS plan is not in the best interests of the City.

Written Plans. All AWS plans instituted or modified hereafter shall be in writing and shall include as a minimum the job classifications included within the plan, a description of the schedule, treatment of paid holidays, and conditions of the plan. Start and stop time, meal and break periods, work schedules and days off will not be included in the AWS but will be assigned by the Department. The written plan shall be signed and dated by a representative of the department and the Association.

23.6 Schedule Alterations/Changes

Employee's work schedules will not be altered on a short-term basis (less than four (4) months). Any short-term change in a work schedule must be mutually agreed to, in writing, by the City and the employee(s) and must not be established for the sole reason of avoiding overtime pay.

23.7 Schedule Reporting

The LVCEA may request an update of one or more departments work schedules. When this occurs the LVCEA will submit a written request for the schedules to the Department of Human Resources. The City shall make reasonable attempts to fulfill the LVCEA's request within thirty (30) calendar days.

23.8 Overtime

Requests and Rotation. Supervisors may require that employees work overtime. Overtime work shall be voluntary and shall be rotated amongst employees in the classification needed to work overtime on an equal basis. If no one agrees or volunteers to work the overtime, the supervisor may require (mandate) that a qualified employee work the overtime. Such mandated overtime will also be rotated amongst employees in the classification needed to work overtime on an equal basis, as long as the employee(s) are qualified to do the work.

Compensation. Overtime pay is defined as additional compensation earned by an employee who: 1) comes in early for a regularly scheduled shift, or 2) is held over on a regularly scheduled shift, or 3) returns to work after completing a normal shift as requested, or 4) reports to work on a day in which a normal shift is not scheduled, or 5) works hours in addition to their regular shift.

Employees who work longer than their normal work day shall be paid overtime at a time and one-half (1½) hourly rated basis based on their hourly rate of pay, including longevity, for all overtime work; provided however that if the overtime worked is not in conjunction with the employee's regular hours the employee shall be paid a minimum of three (3) hours or the actual time worked whichever is greater. Part-time employees will not be paid overtime until after forty (40) hours have been worked.

Employees who do not report to work on a particular day, but who respond to business-related telephone calls or perform work related tasks as directed by management through use of a computer will be paid a minimum of one and one half (1.5) hours overtime or the actual time performing those tasks, whichever is greater, regardless of the number of phone calls received or the times at which those phones calls are received that day.

Overtime Breaks. Employees who may be expected to work more than two (2) hours overtime upon completion of their regular shift shall be entitled to a paid fifteen (15) minute break at a time convenient for the employee and the City in light of the nature of the work being performed.

23.9 Call Out

Compensation. In emergency situations requiring immediate attention, where the department head or designee feels that it is necessary to call out one or more members of a department, and order them back to work, an employee shall be paid overtime at a time and one-half (1½) basis, plus longevity, for all call-out hours or any fraction thereof worked.

The employee shall be paid for a minimum of three (3) hours regardless of having returned to work for less than three (3) hours on the total call-out. In the event that the period of call-out extends into the employee's normal working shift, the employee shall be paid for a minimum of three (3) hours in addition to the normal working shift. If the period of call-out exceeds three (3) hours, but does not extend into the employee's normal working shift, the employee shall be paid for the amount of time actually worked at the overtime rate.

Multiple Call Outs. An employee who returns to work for less than three (3) hours on the initial call-out and is then called out a second time during the initial three (3) hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences exceeds three (3) hours, in which case he/she shall be paid for the aggregate time worked. In the event an employee is called out for a second time after the expiration of the first (1st) three (3) hour window from the first call-out, he/she shall be paid for a minimum of three (3) hours for each call-out except as provided in the previous paragraph. Shift differential will only be paid to those employees assigned to a shift eligible for shift differential pay.

23.10 TILO (Time in Lieu Of)

In General. Because the workload of some functions fluctuates both within and beyond the payroll periods, employees may work Time in Lieu of (TILO). The purpose of TILO is to allow employees to accumulate and to take TILO time in conjunction with workload peaks and lows, rather than be paid at the overtime rate. Employees shall have the option of TILO accumulation rather than overtime pay up to the maximum allowed. In situations involving special funding, the City and the LVCEA will meet, discuss and agree to the method of overtime payment.

Accumulation of TILO. To accumulate TILO time, employees may volunteer to accept time off rather than overtime pay. This TILO time will be accumulated at a time and one-half (1½) rate for payment purposes. No employee can be required take time off rather than be paid at the overtime rate. No employee may have an accumulated balance of TILO time exceeding two hundred forty (240) hours at the end of any pay period.

Use of TILO. To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence. Such absences will normally only be scheduled when the workload will allow the employee to be absent. This means that employees may be denied the use of TILO time whenever, in the supervisor's judgment, it is felt that to allow the employee to use such time will require the City to pay other employees at the overtime rate or accumulate TILO time. Employees may not have a deficit TILO time balance. Employees shall be paid for any TILO time in excess of two hundred forty (240) hours.

Reporting of Time Accumulated and Used. This accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees on the paycheck stubs in the same manner as vacation and sick leave hours are reported. If an employee accumulates and uses the same number of TILO hours within a pay period, the records may not show on the paycheck stub.

Payoff at Separation and Annually Upon Request. At the time of separation from City employment, employees will be compensated for any accumulated and unused TILO time at a regular hourly rate plus longevity. Each year, employees may elect to exchange up to sixty (60) hours or less of TILO leave for up to sixty (60) hours of salary plus longevity, subject to the following conditions:

1. Exchange of TILO leave shall be only done at the first payday of each December unless otherwise authorized by the City Manager.
2. To be eligible to exchange TILO leave for pay, the employee must have been in the classified service for a minimum of eighteen (18) months.
3. Exchange privileges apply only to accrued TILO leave.

23.11 Stand-By Time

Stand-by time is defined as time that an employee is assigned, in writing and in advance, to be ready to work outside their normal work hours

Schedule and Response. While on stand-by time, the employee must be ready and able to report to work within forty-five (45) minutes if so notified by phone, pagers, or other electronic device provided by the City. Employees on stand-by shall be subject to the call out provisions of this Article.

Payment. Stand-by time shall be paid at a rate of thirty-five dollars ($35) per day on a normal day worked and fifty ($50) per day on a normal day off. Stand-by time shall not be included in the computation of overtime. No employee shall receive stand by pay while out on sick leave or while on vacation.

23.12 Shift Differential

Shift Differential shall be paid pursuant to the following chart:

Scheduled work hours	Amount of Shift Differential
7:30 am – 4:30 pm	No differential pay
4:30 pm - 12:00 am	4% of the employee's normal hourly rate plus longevity
12:00 am – 7:30 am	~~35 cents per hour plus the amount paid for 4:30p-12 am~~ **6% of the employee's normal hourly rate plus longevity**

Shift Differential will only be paid to an employee for a given shift when the majority of the hours worked by the employee fall within either the 4:30 pm – 12:00 am or the 12:00 am – 7:30 am shifts.

Employees who are temporarily assigned to day shift for training for a period of two pay periods or less will still receive shift differential. Employees who normally get shift differential pay who are off work, but in a paid status, still receive the shift differential pay.

ARTICLE 24 - PROMOTIONS

(A) The City shall encourage promotion within the classified service. All qualified employees shall have an equal opportunity to compete for promotions in the classified service. Promotional opportunities in the classified service shall be posted and processed in accordance with the City of Las Vegas Civil Service Rules unless changes in those rules are adopted by the City Council.

(B) All regular classified City employees shall receive three (3) bonus points on open and promotional exams. Appointive employees who previously obtained “regular” status in a classified position may apply through a promotional or open recruitment but will not receive bonus points.

(C) Employees who are promoted shall be entitled to be placed in the lowest step in their new classification's salary grade that gives them at least a five percent (5%) salary increase, unless the employee is currently on the top step and is promoted to the next highest salary job grade. In that situation, the employee will go to the top step of the new grade.

(D) Regular full-time employees serving in an approved acting capacity for a minimum of thirty (30) continuous calendar days, and subsequently promoted to the position in which they have been acting, will receive a maximum of 90 days (three months) credit toward their qualifying period, providing the service in that particular acting capacity has been continuous and within the same department. Approved acting time must be documented via the formal Human Resources Acting Pay Request form. Both management and employee shall have the remainder of the six-month qualifying period to decide whether or not confirmation in the new position is appropriate.

(E) Employees who are promoted shall have the right during the first six months (6) of their qualifying period to voluntarily demote to their former classification, salary status and department. The employee’s salary shall be reduced to the same grade and step that the employee would have attained had the employee not accepted the promotion.

(F) When a new position is created or an existing position becomes vacant in a classification in the bargaining unit, the Director of Human Resources, after consulting with the appointing authority, shall determine, in accordance with the Civil Service Rules, how the vacancy is to be filled. Any open examination may limit the number of non-city employee applicants, but bargaining unit employees who meet the minimum qualifications may apply for and take any open examination regardless of the number of applicants.

(G) When promotional and open examinations are given simultaneously, the certification of the names shall be as follows:

Group I	Promotional	when less than five names remain, add
Group I	Open	when less than five names remain on both, add
Group II	Promotional	when less than five names remain in all three, add
Group II	Open	

(H) The decision to fill permanent full-time vacancies on a temporary basis pending the completion of the selection procedures will not be grievable. A vacancy filled by a demotion, transfer, management reassignment, rehire, or recall in a position that is equal to or less than the employee's previous position does not require posting.

(I) The Association shall be furnished a copy of all job announcements and promotional announcements.

(J) TRANSFER RETURN RIGHTS

The parties agree that, the following procedure shall be followed once an employee-requested transfer has taken place:

1. Employees who have requested and accepted transfer positions, either within the CEA bargaining unit or to other City positions, shall have the right, during the first six months of their qualifying period, to voluntarily return to their former department in the same classification.
2. Exception: Employees voluntarily transferring to a flex position, where the entry level for that position is a lower salary grade than their current position, but the journey level is higher; do not have return rights to their former classification. This situation shall be treated as a voluntary demotion.

In the event of non-confirmation in either of the above cases, employees shall be returned to their former department in the same position unless a mutually acceptable agreement by all parties concerned shall be reached for placement elsewhere in the City.

ARTICLE 25 – LABOR/MANAGEMENT MEETINGS

(A) Joint Labor-Management Meetings

The purpose of these meetings are to provide a forum for the discussion of issues or topics that may fall within the Collective Bargaining Agreement, and have an impact on the Association and its members.

(B) Types and frequency of meetings:

1. Bi-weekly meetings – typically held between CEA Board members and representatives of the CLV Human Resources Department. This group usually meets every other week, except when local negotiations are occurring.
2. Meetings with the City Manager's Office - typically held between CEA Board members and representatives of the City Manager's office and the Human Resources Department. This group usually meets on a quarterly basis.
3. Retreats – typically held on an as needed basis, but no more often than annually. Attendees normally include the CEA Board and representatives of the City Manager's office or designees. The intent of the joint retreats are to further labor-management cooperation and relations. Retreats are not required and not grievable.

(C) Association Representatives Paid Time Off

When any of the above meetings are held during an Association representative's straight-time hours, the employee shall not lose pay for time spent in such meetings. However, should any meeting extend beyond a representative's regularly scheduled work day or should the meeting be scheduled on a non-work day of a representative, the City shall not compensate the employee/representative for such time. **In accordance with SB 241 from the 2015 Legislative Session, the full cost of the leave time granted to the Association's representatives herein has been offset by the value of concessions made by the Association. Specifically, the Birthday Holiday that employees represented by the Association were entitled to in prior Collective Bargaining Agreements was reduced to a Birthday Partial Holiday as specified in Article 9(H).**

The Association also contends that it has provided the City with past concessions to pay for the cost of the leave time granted to the Association's representatives but the City disputes this contention.

(D) Agendas

When practicable, all of the above meetings will have an agenda, which will be issued at least three (3) days prior to the meeting and allow for the placement of items on the agenda by any of the attendees.

(E) Tolling of Timelines

When a grievable item is placed on the agenda for any of the above meetings, upon request, the parties may agree to toll the timelines for grievance submittal to allow for additional information to be gathered and discussed. Any request for the tolling of timelines will be communicated in writing between the parties and properly documented.

(F) Modifications to the Collective Bargaining Agreement

Any modifications to the Collective Bargaining Agreement that are discussed at any of the above meetings must be mutually agreed to in writing by both the City and the Association. A Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) may be used for this purpose.

ARTICLE 26 - SAFETY AND HEALTH COMMITTEE

(A) The City shall undertake all reasonable efforts to provide for employee health and safety in accordance with all laws applicable to the operations of the City concerning the safety of all employees covered by this Agreement. All employees covered by this agreement shall comply with all safety rules and regulations established by the City.

(B) In order to facilitate this Article, the Association shall appoint six (6) Association members to serve on the City's Safety Oversight Committee (SOC). These members shall be appointed by the Association and should be representative of divisions where exposure to safety hazards may pose a greater risk. The City's safety and loss control representative shall chair the committee. The City shall provide any necessary clerical support for the committee.

(C) The responsibilities of the SOC shall be guided by the Safety Oversight Committee Charter. SOC members shall function as contact points for employees in all departments to report safety issues.

(D) Safety issues reported to the SOC shall be addressed as directed by the Safety Oversight Committee Charter. Any safety or health concern that poses imminent danger to any employee shall be immediately reported to the City’s Safety Loss Control Officer**.**

(E) To facilitate the adjustment of work schedules, SOC members shall notify their immediate supervisor of the meeting dates, times and locations immediately upon the scheduling of any such meeting.

(F) SOC members shall not lose pay for time spent in any meetings authorized by this Article.

ARTICLE 27 - ACTING PAY

Employees who are offered and temporarily accept the full responsibilities of a position of a higher salary grade for at least half (1/2) of a regularly scheduled workshift shall be paid at a rate equal to five percent (5%) higher than the employee's current base salary, plus longevity, or the minimum rate of the salary grade for the classification in which the employee is acting (whichever is greater) for the entire workshift. However, the employee's combined base salary, any applicable Y-rate, and acting pay may not exceed the range maximum of the classification in which the employee is acting.

Acting pay for periods of a minimum of thirty (30) continuous calendar days require the written approval of the Director of Human Resources. Employees who are acting in any "exempt from overtime" position shall not be entitled to overtime compensation. Selection for acting assignments shall be made from eligible employees in a fair and equitable manner taking into account the employees work history and the specific needs of the business.

ARTICLE 28 - EMPLOYEE ASSISTANCE

(A) The City and the Association recognize the value of having referral, counseling and assistance programs available to those employees who have personal problems which may interfere with the efficient and productive performance of their job responsibilities and duties. The City and the Association will, endeavor to aid such employees who request assistance with personal problems by encouraging them to seek professional assistance if necessary.

(B) The City and the Association agree that employees participating in recognized and established counseling and rehabilitation programs, if unable to work, may use accumulated sick, TILO and/or vacation time in accordance with this contract.

(C) The City shall take reasonable steps to ensure that the privacy and confidentiality of employees involved in the employee assistance program is protected.

ARTICLE 29 - OUTSIDE EMPLOYMENT

(A) It is the employee's responsibility to promptly notify the City of any outside employment activities in which they are engaged. Accordingly, employees will notify the City of any "outside" employment, or any significant changes or updates to previously submitted information, such as, but not limited to, outside employer name changes, personal (internal) job changes, schedule / hours changes or outside work relationship or business affiliation changes with the City of Las Vegas, on an appropriate and reasonable City form which is available on the City website for that purpose. All legal employment shall be approved unless the City can show just and reasonable cause for the denial or revocation of the approval. No approval shall be delayed for more than fifteen (15) calendar days from date of submission without justification.

(B) No outside employment shall interfere with an employee's primary City employment responsibilities, or result in a conflict of interest.

(C) Submitted and approved outside employment requests by employees will be maintained by the City.

ARTICLE 30 - LEAVE TIME FOR ASSOCIATION PRESIDENT AND VICE-PRESIDENT~~LEAVE OF ABSENCE~~

(A) The City shall grant both the President and the Vice-President of the Association, eighty (80) hours bi-weekly to perform Association business. While in this capacity, the President and Vice-President will be on leave of absence from his or her department and will be temporarily reassigned to the Human Resources Department. Upon completion of the temporary assignment, the President and Vice-President will return to their regular department in the same position previously held unless that position has been eliminated, in which case they will be placed in an equivalent position elsewhere in the City as long as the minimum qualifications are met.

(B) The President and the Vice-President shall be eligible to receive any general and/or merit increase that would have been received had they remained on regular status. Classification seniority, as well as all other seniority, shall continue to accrue during this period of leave.

(C) The President and the Vice-President will be responsible for informing their supervisor when elected and in advance of reassignment. The President and the Vice-President will keep the department informed of their activities and will continue to follow vacation and sick leave requests, approval and usage policies.

(D) In accordance with SB 241 from the 2015 Legislative Session, the full cost of the leave time granted to the President and the Vice-President of the Association herein has been offset by the value of concessions made by the Association. Specifically, the Birthday Holiday that employees represented by the Association were entitled to in prior Collective Bargaining Agreements was reduced to a Birthday Partial Holiday as specified in Article 9(H).

The Association also contends that it has provided the City with past concessions to pay for the cost of the leave time granted herein but the City disputes this contention.

ARTICLE 31 – WAIVER

(A) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as otherwise established in this Agreement.

(B) Any subject or matter not specifically referred to or covered in this Agreement, even though such subject and/or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, is not subject to negotiation but may be the topic of discussions between the parties. The existence of this section B is the subject of an impasse between the parties as is further specified in section C below.

(C) During contract negotiations for a successor Collective Bargaining Agreement to the one that expired on or about ~~June 22, 2014~~ **June 30, 2016**, the Association presented a proposal to strike the language in Section B above. The City rejected that proposal and desired the current language to remain without any alterations. The parties ~~reached Tentative Agreements on all other Articles for a successor Collective Bargaining Agreement but~~ are at an impasse over the language in Section B above. The parties agree that the impasse will remain unresolved until or unless the Association alleges or objects in writing that the City unilaterally took some action on a matter which is not already specifically addressed in this Agreement and which involves a mandatory subject of bargaining in accordance with NRS 288.150.

If the Association files such an objection, the impasse will be resolved through binding interest arbitration. The parties will either mutually agree on an arbitrator or, if they are unable to agree, will obtain an arbitrator in the same manner as is specified in the grievance process contained in Article 12 of this Agreement. Once selected, the Arbitrator will resolve the dispute as follows:

1) The arbitrator will make a threshold determination as to whether the matter alleged involves a mandatory subject of bargaining under NRS 288.150;

2) If the matter is determined to involve a mandatory subject of bargaining, then the Arbitrator will consider and resolve the impasse regarding Section B above as provided in NRS 288.200(7);

3) If the Arbitrator resolves the impasse over Section B above in favor of the Association (either by striking the existing language in Section B or replacing it), then the Arbitrator will also resolve the specific issue regarding the alleged unilateral action taken by the City which gave rise to the Association's objection. Prior to the Arbitration the parties will have had the opportunity to discuss and exchange contract proposals over the subject matter involved in the alleged unilateral action. The Arbitrator will resolve said issue as provided in NRS 288.200(7). In addition to resolving what if any new contract language would result, the Arbitrator will also have the ability to decide how the alleged unilateral action should be resolved, including but not limited to an ability to fashion a remedy.

The arbitrator's fee will be split equally by the parties but otherwise each side shall bear their own costs and fees. Nothing herein is intended to limit the City's right to take any action with respect to

matters that are not covered under this Agreement and which do not pertain to mandatory subjects of bargaining.

ARTICLE 32 - SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statues, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

ARTICLE 33 - CONTRACTING OUT

(A) CONTRACTING OUT:

For the purposes of this Article, “contracting out” occurs when the City enters into an agreement with an individual, partnership, or corporation to perform work currently performed by one or more employees in the bargaining unit(s) covered by this agreement. This Article, in part, is intended to reflect an agreement over any impacts that could occur if a decision to contract out work were made by the City.

The City possesses the right to “contract out” work currently performed by bargaining unit employees, but acknowledges that once a decision is made to contract out work that is currently being performed by bargaining unit members, the City would have to negotiate over any significant impacts that decision may have on any subjects of mandatory bargaining affecting employees covered by this agreement.

(B) DISPLACED EMPLOYEES:

If any employee in the bargaining unit(s) covered by this agreement is separated from their job as a result of the City’s decision to contract out work, they will be entitled to all rights under Article 21.

RATIONALE REPORTS:
Prior to contracting out any work currently performed by one or more employees in the bargaining unit(s) covered by this agreement, the City will provide the CEA with a completed Rationale Report substantially similar to the one currently being used by the parties.

The following contracts do not require a rationale report:

- Contracts fully funded by grant monies, enterprise funds, or other non-general fund sources;
- Contracts for services not currently performed by bargaining unit members;
- Public works projects that do not exceed $35,000;
- Public works projects that exceed $100,000 (State law).

In cases where the City is contracting out work currently performed by bargaining unit members, the CEA may request a meeting with the City to discuss the proposed contracting out, including but not limited to consideration of alternate plans in lieu of contracting out the work.

ARTICLE 34 – ENVIRONMENTAL SYSTEMS TECHNICIAN PROGRAM

The Environmental Systems Technician (hereinafter "EST") program involved the creation of several new classifications that now perform the work historically done by a number of separate classifications.

(A) CURRENT EMPLOYEES

Environmental Division (WPCF) employees were not required to enter the EST Program. Rather, entry into the program was on a voluntary basis and all incumbent employees at the time had the opportunity to apply for the new program. Any employee who did not enter the EST Program remained in his/her current classification.

All classifications listed in Sections (C) and (E) below, excluding supervisors, are considered to be in a single classification seniority group for purposes of a reduction in force under Article 21 of the collective bargaining agreement. All other provisions of the Collective Bargaining Agreement regarding seniority and reductions in force shall remain in place.

(B) EST Program Oversight

The parties will meet and confer as necessary if specific issues arise in the future.

(C) EST CLASSIFICATIONS

There are four (4) EST classification specifications and a supervisor classification specification with the respective pay grades listed below:

EST Trainee	Grade 28
EST I	Grade 33
EST II	Grade 40
EST III	Grade 44

All EST classifications are flex classifications. As such, any employee who demonstrates acceptable performance and accomplishes all requirements for the next higher level will be promoted, up to and including EST III. Normal flex procedures will apply. However, the Supervisor is not a flex class. Employees interested in that classification must be promoted from an eligible list into a vacant supervisor position, in accordance with Civil Service Rules.

(D) TRANSITIONAL CLASSIFICATION

Applicants who were selected to enter the EST Program were placed into a transitional classification in the employees' existing grade at that time until they reached an EST level that was higher than their existing grade. This allowed management to easily track time in the program for certification purposes. The designation of the transitional classification was a combination of the employee's original classification and the new EST classification. For example, a Plant Operator II who entered the program was classified as a Plant Operator II/EST.

While in the transitional classification, such employees received normal wage increases based on their original classification and grade, were entitled to be in the overtime rotation for their original classification, and continued uninterrupted with their seniority for their original classification. Irrespective of their hours worked in their original classification, employees, however, were not entitled to earn shift differential pay unless they qualified for such pay based upon the hours they worked in their transitional classification.

Employees in a transitional classification who reached an EST level that was higher than their incumbent grade, were promoted to an EST title (thus dropping the transitional title) and received the commensurate promotional increase. Employees in the EST classification, received the classification seniority they would have had if they stayed in the original classification. All other provisions of the Collective Bargaining Agreement regarding seniority remained in place.

(E) ELIGIBILITY

Persons assigned to the WPCF and that were in the following classifications at the time the EST program was implemented were eligible to voluntarily enter the EST Program without having to go through Civil Service testing procedures:

- Plant Operator I
- Plant Operator II
- Senior Plant Operator
- Maintenance Mechanic I
- Maintenance Mechanic II
- Senior Maintenance Mechanic
- Plant Operations Shift Supervisor
- Facilities Maintenance Supervisor

However, Civil Service rules now apply to any future EST openings. Incumbent employees will be provided with five (5) preference points.

(F) PROGRESS, EXIT AND RE-ENTRY PROVISIONS

Persons that were selected and entered the EST Program were required to spend a minimum of one (1) year at each level. If that employee could not meet each level's requirements within the year, an additional six (6) months was allowed. If an employee still could not meet each level's requirements within the total eighteen (18) month timeframe, he/she was forced to exit the program and return to their original classification.

All persons who entered the program were required to reach the EST II level, except existing shift supervisors, who shall be required to reach the EST III level.

While in a transitional classification, EST Program participants were allowed to voluntarily exit the program and return to their original classification. Classification seniority for such persons includes time spent in the transitional classification. An employee who voluntarily exits the EST Program will not be able to re-enter the program for a minimum of two (2) years.

Irrespective of the reason for exiting the EST Program, if an employee is subsequently selected to re-enter the EST Program, any amount of time previously spent in the EST program will not count toward the minimum requirement of one (1) year at each level.

ARTICLE 35 – DURATION

This Agreement executed on ~~December 3, 2014~~ _____, effective ~~June 23, 2014~~**July 1, 2016,** shall remain in full force until ~~June 30, 2016~~ **June 30, 2020** at 2400 hours and shall continue from year to year thereafter unless the City and the Association agree to change, amend, modify or terminate this Agreement pursuant to the provisions of Chapter 288 of the Nevada Revised Statutes.

CITY OF LAS VEGAS

_____
Dan Tarwater,
Human Resources Director

Approved by:

_____
Carolyn G. Goodman,
Mayor

Attest:

_____
LuAnn D. Holmes,
~~Acting~~ City Clerk

Approved as to Form By:

_____
Morgan D. Davis,
~~Chief~~ Deputy City Attorney **V**

LAS VEGAS CITY EMPLOYEES' ASSOCIATION, INC.

_____
Henry Lujan, President

_____
Julie Hittle, Vice President

_____
DeAndre Caruthers, Secretary

_____
Shawn Bolster, Treasurer

_____
Shani Coleman, Board Trustee

_____
Dereck Hibbler, Board Trustee

_____
Marty Toledo, Board Trustee

LVCEA: _____ Date: 3/22/16

CLV: _____

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding a Termination of Disposition and Development Agreement (DDA) between City Parkway V, Inc., (CPV) and Palmer City-Core Union Park Hotel, LLC, (Developer) whereby the parties mutually agree on the release of development rights on 251 South City Parkway (aka Parcel G) in Symphony Park and to the disposition of the Earnest Money - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The parties mutually agree to terminate the DDA on Parcel G (APN 139-34-110-009) in Symphony Park. The termination will become effective immediately in all respects, making the property available for future development opportunities. The termination also provides for the disposition of the earnest money in the sum of $484,348.00. The developer will invest those monies into a future development within the downtown Las Vegas within an 18 month timeframe.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Termination of Disposition and Development Agreement

TERMINATION OF DISPOSITION AND DEVELOPMENT AGREEMENT

THIS TERMINATION OF DISPOSITION AND DEVELOPMENT AGREEMENT ("*Agreement*") is entered into as of the _____ day of 2016 by and between CITY PARKWAY V, INC., a Nevada non-profit company ("*CPV*"), and PALMER CITY-CORE UNION PARK HOTEL, LLC, a Nevada limited liability company ("*Developer*"). CPV and Developer may be referred to herein singularly as a "P*arty*" and collectively as the "P*arties*".

WITNESSETH:

WHEREAS:

A. The Parties have entered into that certain Disposition and Development Agreement dated March 19, 2008 pursuant to which the Parties agreed to the terms and conditions for the sale of the Site (defined below) by CPV to Developer and the development of the Site by Developer, as amended by that certain Amendment to Disposition and Development Agreement dated February 3, 2010 and as further amended by that certain Second Amendment to Disposition and Development Agreement dated February 19, 2014 (collectively the "*DDA*").

B. In connection with the DDA, Developer has deposited with Nevada Title Company ("*Escrow Agent*") under escrow number 07-05-0312-KR ("*Escrow*") the sum of Four Hundred Eighty-Four Thousand Three Hundred Forty-Eight Dollars ($484,348.00) (such deposit along with all earnings thereon is referred to herein as the "*Earnest Money*").

C. The Parties are in dispute over various terms of the DDA, including, without limitation, the treatment of the Earnest Money.

D. The Parties mutually agree to enter into this Agreement in order to terminate the DDA and to agree on the disposition of the Earnest Money.

NOW, THEREFORE, in consideration of the foregoing and of the agreements and covenants contained herein, the Parties agree as follows:

1. Definitions. The following terms shall have the following meanings:

"*City Council*" means the city council of the City of Las Vegas, Nevada.

"*Closing Notice*" shall have the meaning as set forth in Section 4.

"*Closing Period*" means that period from the Effective Date through October 31, 2017 at 5:00 p.m. Pacific Standard Time.

"*Closed Investment*" means that Developer has in fact closed an Investment in the Investment Area and the interest in the subject real property in fact has been transferred or leased to Developer, as the case may be.

"*Developer Entity*" is the corporation, limited liability company, partnership or joint venture that acquires and owns the Investment. Developer will remain a Managing Member of Developer Entity so long as Developer Entity owns an interest in the Investment. Effective ownership and control of the Developer will be held by Richard H. Kaufman, Charles R. Palmer and Andrew H. Garay so long as Developer Entity owns an interest in the Investment. As of the close of Escrow #2, the amount of Developer's capital investment in the Developer Entity shall not fall below the Earnest Money amount stated in the Agreement.

"*Effective Date*" means the date of approval of this Agreement by City Council.

"*Escrow #2*" means that Escrow No. _____ with Escrow Agent.

"*Investment Area*" means all areas depicted in color on Exhibit A attached hereto.

"*Investment*" means a monetary investment by Developer or a Developer Entity in an amount at least equal to the Earnest Money (i) in real property located in the Investment Area by the purchase of an existing building or the purchase of land or (ii) in the lease of a building or land in the Investment Area for more than a thirty (30) year lease term.

"*Site*" means that real property shown on Exhibit B and legally described on Exhibit C, both attached hereto.

2. Termination of the DDA. In consideration of the mutual agreements and covenants in this Agreement, the Parties mutually agree that the DDA is terminated effective immediately in all respects and is no longer in force and effect. In connection with the termination of the DDA, the Parties further agree as follows:

(a) Developer agrees that (i) Developer has no interest whatsoever in the Site in any form or manner, (ii) Developer hereby remises, discharges and releases any interest whatsoever of Developer in the Site, (iii) this Agreement does not create any interest on the part of Developer in the Site and (iv) any real or alleged default of CPV under this Agreement will not in any way reinstate the DDA or otherwise create any interest in the Site on the part of Developer.

(b) CPV does hereby release, acquit and forever discharge Developer its officers, members, directors, successors, shareholders, agents, assigns, employees, representatives, and any and all other persons, firms and corporations whatsoever, including, without limitation, Charles R. Palmer, Andrew H. Garay and Richard H. Kaufman, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, arising out of,

related to or in any way connected with the DDA and any and all claims or demands which were alleged or which could have been alleged in connection with the DDA.

(c) Developer, Charles R. Palmer, Andrew H. Garay, and Richard H. Kaufman do hereby release, acquit and forever discharge CPV and the City of Las Vegas, Nevada and their respective officers, members, City Council members, directors, successors, shareholders, agents, assigns, employees, representatives, and any and all other persons, firms and corporations whatsoever, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, arising out of, related to or in any way connected with the DDA and any and all claims or demands which were alleged or which could have been alleged in connection with the DDA.

3. Earnest Money. The Parties agree that this Agreement shall serve as mutual direction to Escrow Agent to transfer the Earnest Money, and interest thereon, from the Escrow to Escrow #2. This Agreement constitutes the joint escrow instructions of CPV and Developer, and a fully executed copy of this Agreement shall be delivered to Escrow Agent within three (3) business days of its execution by both Parties. CPV and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 3 in writing, delivered to CPV and to Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder. Developer agrees to pay all of the fees of Escrow Agent. All interest earned on the Earnest Money shall inure to the Developer in the event Developer makes an Investment during the Closing Period.

4. Disposition of Earnest Money. The Parties agree that (i) in the event Developer or a Developer Entity has not made a Closed Investment during the Closing Period, then the Earnest Money, and interest thereon, automatically shall be the property of CPV and shall be disbursed by Escrow Agent to CPV and (ii) in the event that Developer or a Developer Entity is prepared to close a Transaction during the Closing Period, then the Earnest Money shall be disbursed in connection with the closing of the Transaction upon Developer meeting the following conditions:

(a) Developer has notified CPV in writing during the Closing Period that it or a Developer Entity is prepared to close an Investment within ten (10) calendar days after the notice and such notice is accompanied with the following applicable items (said notice along with the following required items are collectively referred to as the "*Closing Notice*"):

(i) In the event of a real property acquisition:

(1) the legal description of the subject real property; and

(2) a copy of the purchase and sale agreement related to such Investment (provided that Developer may redact the purchase price, as well as other financial terms which terms to be redacted have been approved by CPV).

(ii) In the event of a real property lease:

(1) the legal description of the subject real property;

(2) a written summary of the lease and Developer's monetary investment in the property; and

(3) a copy of the lease (provided that Developer may redact certain financial terms which terms to be redacted have been approved by CPV).

Upon receipt of a conforming Closing Notice, CPV agrees that it shall direct Escrow Agent to disburse into the escrow in which the Transaction will be closed the Earnest Money pursuant to instructions reasonably acceptable to CPV. Such closing instructions shall provide that if the Investment does not close for any reason by the date of expiration of the Closing Period, the Earnest Money automatically shall be returned to Escrow Agent and deposited into the Escrow. Upon the closing of a Transaction, Developer shall provide to CPV a copy of the buyer's or lessee's closing statement for the Transaction with ten (10) days after the closing of the Transaction.

(b) In the event (i) Developer has failed to deliver to CPV a conforming Closing Notice during the Closing Period or (ii) has delivered a conforming Closing Notice during the Closing Period and thereafter fails to close the Transaction within the Closing Period, Developer agrees that (i) Developer shall automatically have no further rights or interest in the Earnest Money, (ii) the Earnest Money shall belong to CPV and (iii) upon notice by CPV to Escrow Agent, Escrow Agent shall immediately disburse the Earnest Money to CPV.

5. Representations and Warranties.

(a) CPV hereby represents and warrants as follows:

(i) CPV has all requisite power, approvals and authority to enter into and perform its obligations under this Agreement.

(ii) By proper action of CPV and the City Council, CPV's signatories have been duly authorized to execute and deliver this Agreement and CPV has been authorized to perform its obligations under this Agreement.

(iii) The execution of this Agreement by CPV does not violate any provision of any other agreement to which CPV is a party.

(iv) Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by CPV are necessary in connection with the

execution of this Agreement or with the performance by CPV of its obligations hereunder.

(v) There are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against CPV which would inhibit CPV's ability to perform its obligations under this Agreement.

(vi) The execution, delivery and performance of this Agreement by CPV will not conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CPV.

(b) Developer hereby represents and warrants as follows:

(i) Developer has all requisite power, approvals and authority to enter into and perform its obligations under this Agreement.

(ii) By proper action of Developer and Developer's members, Developer's signatories have been duly authorized to execute and deliver this Agreement and Developer has been authorized to perform its obligations under this Agreement.

(iii) The execution of this Agreement by Developer does not violate any provision of any other agreement to which Developer is a party.

(iv) No approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement or with the performance by Developer of its obligations hereunder.

(v) There are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against Developer which would inhibit Developer's ability to perform its obligations under this Agreement.

(vi) The execution, delivery and performance of this Agreement by Developer will not conflict with or be in contravention of any provision of law, order, rule or regulation applicable to Developer.

(vii) There are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against Developer which would inhibit Developer's ability to perform its obligations under this Agreement.

(viii) Developer warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, including partners or members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer or any principal, partner or member of Developer. During the Closing Period Developer shall provide CPV with written notification of any material change in the above disclosure within thirty (30) days of any such change. Such obligation shall

terminate upon the earlier of expiration of the Closing Period or the closing of a Transaction.

6. Dispute Resolution. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Clark County, Nevada before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

7. Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV:
City Parkway V, Inc.
c/o Economic and Urban Development
495 S. Main Street, 6th Floor
Las Vegas, 89101
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: William Arent, Director

And:
City Attorney's Office
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov
Attn: Teri Ponticello, Esq.

If to Developer:
Palmer City-Core-Union Park Hotel, LLC
Attn: City-Core Development, Inc.
2352 Post Street, Suite 200
San Francisco, CA 94115
Fax: (415) 820-5215
Email: rick@city-core.com
Attn: Richard Kaufman

With a copy to:
Hanson Bridgett LLP
425 Market Street 26th Floor
San Francisco, CA 94105

Fax: (415) 995-5827
Email: bforsyth@hansonbridgett.com
Attn: Batya Forsyth

8. Entire Agreement, Amendments and Waivers. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit A through Exhibit D, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. 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. The Parties agree that this Agreement supersedes the DDA in all respects.

9. Amendments/Waivers. All amendments hereto must be in writing and signed by the appropriate authorities of CPV and Developer. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

10. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

11. Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

12. Captions. The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

13. Counterparts. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

14. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any other party, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

15. Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be

employed in the interpretation of this Agreement or any amendments or exhibits hereto. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

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

CPV

CITY PARKWAY V, INC, a Nevada corporation

By:_____
Elizabeth Fretwell, President

ATTEST:

_____
Scott D. Adams, Secretary

APPROVED AS TO FORM:

M. Piachos
Date 3-23-16

DEVELOPER

PALMER CITY-CORE UNION PARK HOTEL, LLC, a Nevada limited liability company

BY: Mill Creek Hospitality LLC,
a Managing Member

By:_____
Charles R. Palmer, Manager

BY: City-Core Hospitality, LLC,
a Managing Member

By: City-Core Development, Inc.,
its Manager

By:_____
Richard H. Kaufman, President

For purposes of Section 2(c) Only:

_____
Richard H. Kaufman

_____
Charles R. Palmer

_____
Andrew H. Garay

EXHIBITS

Exhibit A – Investment Area

Exhibit B – Site Depiction

Exhibit C – Site Legal Description

Exhibit D – Principals Disclosure

Exhibit A – Investment Area

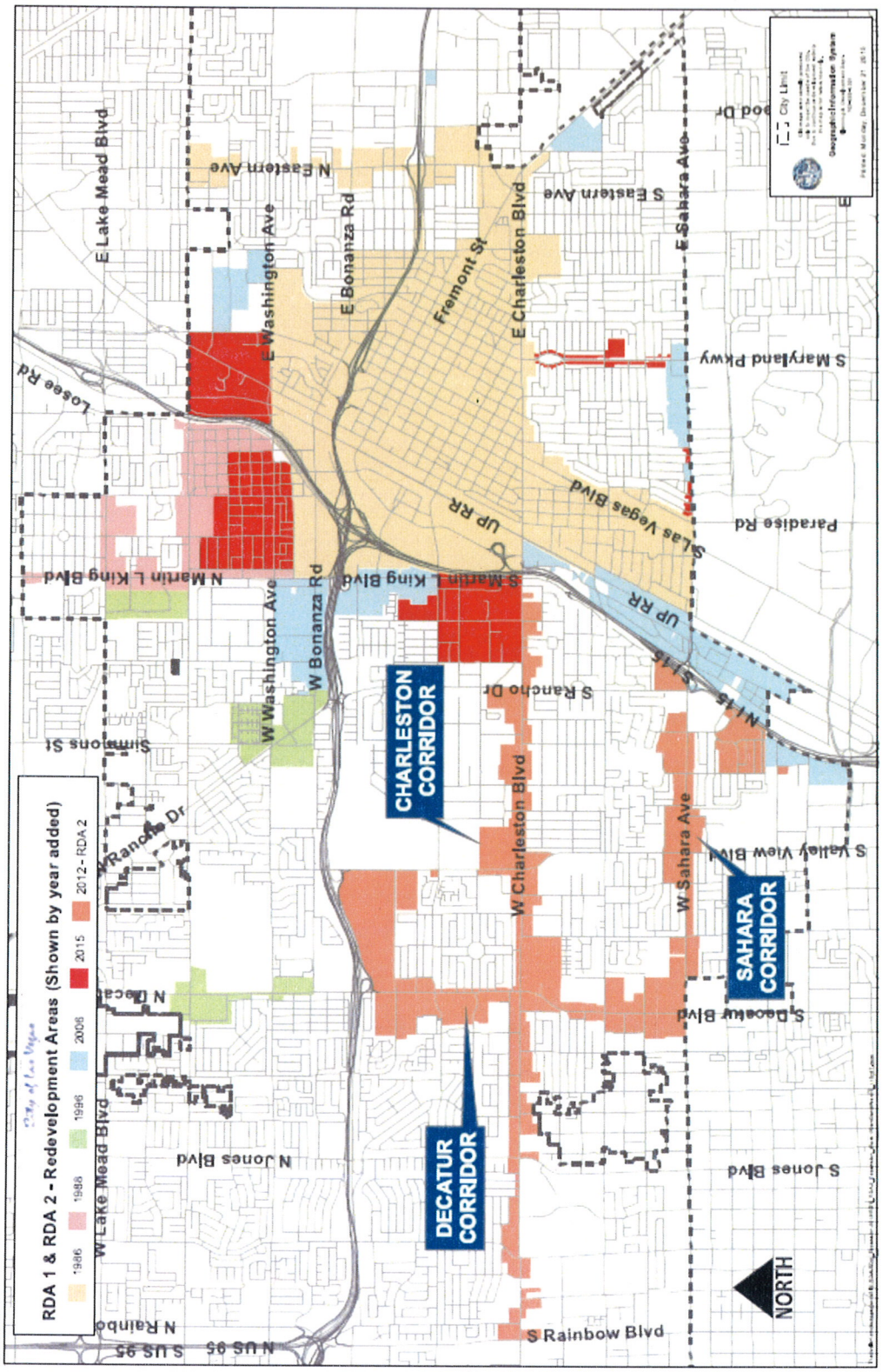

Exhibit B – Site Depiction

Exhibit C – Site Legal Description

A PORTION OF LOT5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE, NORTH 81^0 09'57" EAST, 402.28 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH $17^0$53'58" EAST, 179.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,036.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^0$06'52", AN ARC LENGTH OF 359.42 FEET; THENCE NORTH $28^0$00'50" EAST, 657.46 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,130.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $03^0$54'04", AN ARC LENGTH OF 76.94 FEET; THENCE NORTH $30^0$53'00" EAST, 58.67 FEET TO THE **POINT OF BEGINNING**; SAID POINT ALSO BEING THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $03^0$21'09", AN ARC LENGTH OF 1.46 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3,295.50 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH $55^0$45'51" EAST, THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $05^0$49'12", AN ARC LENGTH OF 334. 75 FEET; THENCE SOUTH $62^0$03'12" EAST, 345.11 FEET; THENCE SOUTH $27^0$53'43" WEST, 327.86 FEET TO THE BEGINNING OFA CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^0$01'33", AN ARC LENGTH OF 47.14 FEET; THENCE NORTH $62^0$04'44" WEST, 344.04 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $92^0$57'44", AN ARC LENGTH OF 40.56 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 3.09 ACRES, MORE OR LESS

Exhibit D

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

"Principal" means, for each type of business organization, the following: (a) sole proprietors the owner of the business; (b) corporation – the directors and officers of the corporation; bu any branch managers of offices which are a part of the corporation; (c) partnership – the ge partner and limited partners; (d) limited liability company – the managing member as well a the other members.

2. Policy

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

3. Instructions

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

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, betwe the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracti 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 chang 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 d the Contracting Entity.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	Contracting Entity
	Palmer City-Core Union Park, LLC
Name	
Address	7582 Las Vegas Boulevard, Suite 202 Las Vegas, NV 89123-1060
Telephone	415 820 5200
EIN or DUNS	20-8951582

Block 2	Description:
Subject Matter of Contract/Agreement:	DDA; Site G Symphony Park Las Vegas, NV
RFP #:	N/A

Block 3 Type of Business

☐ Individual ☐ Partnership **X** Limited Liability Company ☐ Corporation

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.	City-Core Development, Inc.	2352 Post Street, Suite 200 San Francisco, CA 94115	415 820 5200
2.	Mill Creek Hospitality, LLC	4518 W Hacienda Ave. Las Vegas NV 89118	702-257-9000
3.	City-Core Hospitality, LLC	7582 Las Vegas Boulevard, Suite 202 Las Vegas, NV 89123	702-257-9000
4.	Charles R. Palmer	4518 W Hacienda Ave. Las Vegas NV 89118	702-257-9000
5.	Richard H. Kaufman	2352 Post Street, Suite 200 San Francisco, CA 94115	415 820 5200
6.	Andrew H. Garay	2352 Post Street, Suite 200 San Francisco, CA 94115	415 820 5200

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: 0

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.

By: _____ President of Manager
Name

3.22.16
Date

State of Nevada
County of Clark

This instrument was acknowledged before me on

_____ (date) by

_____ (name of person)

_____
Notary Public -

Please see attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Marin)

On 3/22/2016 (Date) before me, Somer DeFrates, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Richard Kaufman (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SOMER LYNN DE FRATES
Commission # 2096570
Notary Public - California
San Francisco County
My Comm. Expires Jan 10, 2019

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Somer DeFrates
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding a Purchase and Sale Agreement between City Parkway V, Inc., (CPV) and Nevada H&C Distilling Company, LLC, (NV H&C) for purpose of business retention, expansion and job creation, totaling approximately 3.02 acres of vacant land located along West Mesquite Avenue which is part of 301 West Mesquite Avenue (APN 139-27-401-035) - Ward 5 (Barlow) [Note: This item is related to Item 50]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The purpose of this Purchase and Sale Agreement between CPV and NV H&C, a Nevada limited liability company, is for the sale of vacant land located adjacent to NV H&C's existing business location at 418 West Mesquite Avenue thereby facilitating: 1) Retention of an established business in the city; 2) Room for business expansion; and 3) Job creation due to business expansion.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Purchase and Sale Agreement
3. Site Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2016
DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
ITEM DESCRIPTION: R-__-2016 - Discussion for possible action regarding a Resolution finding that the proposed sale of vacant land to Nevada H&C Distilling Company, LLC, (NV H&C) totaling 131,607 square feet that is a part of 301 West Mesquite Avenue (portion of APN 139-27-401-035) is for purposes of economic development and redevelopment - Ward 5 (Barlow)

- **PROJECT DESCRIPTION** – Nevada H&C Distilling Co is expanding their current operations (located at 418 W. Mesquite). This expansion will included the construction of a new corporate headquarters, a manufacturing facility and a storage facility, with all necessary fencing and landscaping improvements. This project will consist of approximately 10,000 sf of manufacturing/corporate headquarters in one or two buildings; approximately 9,000 sf of storage space in two buildings; Sewer Line improvements or a Septic System; and appropriate signage.

- **PROJECT COSTS** – Constructions costs are estimated at approximately $3 million.

- **JOBS CREATED** – 29 FTEs (20 direct jobs, 3 indirect jobs, 6 induced jobs) from construction and 34 FTEs (28 new and 2 retained direct jobs, 3 indirect jobs, 1 induced job) from operations; Operations - Wages and benefits expected to range from $12/hour to $25/hour.

- **SITE** – Southern portion of 301 W. Mesquite Avenue. (APN – 139-27-401-035)

- **SIZE** – Approximately 3.02 Acres (131,607 sf). Within the southern portion, North of Hwy-95, there is 109,842 sf of developable land. And south of Hwy-95 and under the overpass, there is 21,765 sf of developable land.

- **PURCHASE PRICE** – Appraised value for the Southern Portion is **$516,000** ($3.92/sf). The Real Estate appraiser took into consideration the following factors in determining the appraised value: 1) Inferior access to the site from Mesquite versus Bonanza; 2) multiple easements and an underground drainage channel, with portion exposed; 3) Hwy-95 overpass (air rights); and 4) two billboards.

    1. Developer Credit for Utility Improvements to Site – Developer credit shall be equal to the estimated costs of constructing the Utility Improvements (Sewer Improvements) based on the material used for the pipeline or the Septic

System. The estimated costs for constructing the Sewer Connection or Septic System were determined by the CLV-PW Department.

2. Estimated Cost for Septic System - $36,000, max $54,000
   Estimated Cost for Private Lift Station and PVC Sewer Line - $41,880, max $62,820
   Estimated Cost for Private Lift Station and DIP Sewer Line - $220,080, max $330,120

3. Upon final determination of "actual" hard costs for constructing the Utility Improvements, the Promissory Note shall be adjusted to reflect any difference between the Developer Credit and the "actual" hard costs.

- **EARNEST MONEY DEPOSIT** – $30,000

- **DOWN PAYMENT** – $155,000 (inclusive of Earnest Money Deposit)

- **ESCROW & TITLE** – Nevada Title Company

- **FEASIBILITY REVIEW PERIOD** – 10 months from date of CC approval for PSA

- **CLOSE OF ESCROW (COE)** – 15 calendar days after expiration of the Feasibility Review Period, as well as securing of Entitlements and Permits for Phase 1

- **PROMISSORY NOTE** – Interest rate of 5.5% per annum. Interest only payments for first 18 months, followed by 66 equal monthly installments of principal & interest. No prepayment penalty.

SCOPE OF DEVELOPMENT

- **Phase 1 - Improvements:**
  - One (1) – 4,500 – 5,000 SF storage building
  - Permanent fencing and necessary site improvements

- **Phase 1 - Development milestones:**
  - **Secure Entitlements and Permits** - Within 10 months from date of CC approval for PSA

- **Commencement of Construction** - Within 30 calendar days from date all entitlements and permits secured
- **Completion of Construction** - Within 10 months from the commencement of construction

- **Phase 2 - Improvements:**
  - One (1) – 4,500 – 5,000 SF storage building
  - One (1) or two (2) commercial building(s) with a combined 10,000 SF to house a distillery, tasting room and corporate office
  - Utility improvements to install either a sewer connection or septic system
  - Additional permanent fencing and other necessary site improvements

- **Phase 2 - Development Milestones:**
  - **Secure Entitlements and Permits** - Within 12 months from Commencement of Construction for Phase 1
  - **Commencement of Construction** - Within 30 calendar days from date entitlements and permits secured for Phase 2
  - **Completion of Construction** - Within 14 months from the commencement of construction for Phase 2

- **If Developer defaults on any Development Milestone** - CPV has the right to default the promissory note and demand payment in full

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("CPV") and NEVADA H&C DISTILLING COMPANY, a Nevada limited liability company or its permitted successors or assigns ("Developer"). CPV and Developer may be referred to herein individually as a "Party" and together as the "Parties."

RECITALS

A. CPV owns a parcel of vacant land consisting of approximately 4.70 acres located at 301 West Mesquite Avenue in Las Vegas, Nevada, 89106 (the "Parcel") and further described as Assessor's Parcel Number 139-27-401-035.

B. In consideration of Developer's agreement to develop the Project (defined below) on the Site (defined below), which is a portion of the Parcel, CPV has agreed to sell the Site to Developer for the development of the Project (defined below) in addition to other consideration described hereinafter, including the payment of the Purchase Price (defined below).

C. Developer desires to purchase the Site in order to develop the Project.

D. The Parties mutually desire to set forth in this Agreement the terms and conditions of the purchase, sale, and development of the Project on the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. PURPOSE OF AGREEMENT; COVENANTS, CONDITIONS AND RESTRICTIONS.

The purpose of this Agreement is to facilitate economic development in the Las Vegas community, and to accomplish the sale to, and purchase by, Developer of the Site, in order to develop the Project thereby creating jobs and positive social as well as economic impacts, as further described hereinafter.

2. SITE.

The Parcel consists of vacant land which is bi-sected by a Union Pacific Railroad Company spur line easement which runs across the Parcel from northeast to southwest (the "Spur Line"). The portion of the Parcel to the south of the Spur Line will be purchased by Developer to construct the Project and consists of approximately 3.02 acres (approximately 131,607 square feet) (the "Site") that is more fully depicted on the site map attached hereto as Exhibit A. Upon completion of the ALTA survey as set forth in Section 4(b), the Parties will confirm in writing the legal description of the Site.

3. PARTIES TO THIS AGREEMENT

(a) CPV is a Nevada non-profit corporation. The principal office of CPV is located at 495 S. Main Street, 6th floor, Las Vegas, Nevada, 89101.

(b) Developer is Nevada H&C Distilling Company, a Nevada limited liability company. The principal office of Developer is located at 418 West Mesquite Avenue, Las Vegas, Nevada, 89106. Wherever the term Developer is used herein, such term shall include any assignee as permitted herein.

(c) Pursuant to Resolution R-105-99 adopted by the City Council of the City of Las Vegas effective November 20, 1999, Developer has disclosed on the form attached hereto as Exhibit "B" all principals, including board members or managers, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer. Up to the Completion Date (as defined below), Developer shall provide CPV with written notification of any material change in the above disclosure within thirty (30) days of any such change.

(d) The qualifications and identity of Developer are of particular concern to CPV, and it is because of such qualifications and identity that CPV has entered into this Agreement with Developer. Developer agrees that, except as otherwise provided herein, prior to the date of the completion of the Project, which shall be the date on which Developer after Phase 1-Completion of Construction (defined below) (the "Completion Date"): (i) no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein; (ii) except as may otherwise be permitted hereunder, Developer shall not assign all or any part of this Agreement without the prior written approval of CPV; and (iii) Developer shall not transfer any interest in the Site. This Agreement may be terminated by CPV if there is any violation (voluntary or involuntary) of this Section 3(d).

(e) This Agreement may be terminated by CPV if there is any change (voluntary or involuntary) in the membership, management or control of Developer except as expressly provided herein. Upon such termination Developer shall have no further rights under this Agreement.

(f) Notwithstanding the foregoing, the following shall be permitted transfers and shall not require the CPV's approval hereunder:

(i) A transfer to any person or entity in which the Developer has a minimum of fifty-one percent (51%) of the ownership interest and management control, provided;

(ii) Any transfer of the membership interests or other eqiuity interests in Developer so long as Jonathan Hensleigh and Aaron Chepenik retain at least fifty-one percent (51%) ownership and management control in Developer;

(iii) A transfer resulting from the death or mental or physical incapacity of an individual; and

(iv) A transfer or assignment in trust for the benefit of a spouse, children, grandchildren, other family members or for charitable purposes, provided, however, the Developer retains management control.

4. PURCHASE PRICE AND ACQUISITION OF SITE.

(a) CPV agrees to sell, and Developer agrees to purchase, the Site on the terms and conditions provided herein. The purchase price for the Site is Five Hundred Sixteen Thousand Dollars ($516,000.00) or $3.92 per square foot of land reduced by the Developer Credit (defined below) determined pursuant to Section 7(a) (the "Purchase Price"). The Purchase Price is based on $3.92 per square foot in the Site, which contains approximately 131,607 square feet.

(b) The Purchase Price shall be adjusted up or down at the rate of $3.92 per square foot rounded to the nearest one cent ($0.01) in the event there is a difference between the total square footage of the Site as indicated in this Agreement and by an ALTA survey to be completed and paid for by CPV no later than three (3) months after the Effective Date. The Purchase Price for the Site is due and payable at or before Close of Escrow. Upon completion of the survey by CPV, CPV shall provide Developer with a copy of the survey and a final determination of (i) square footage of the Site; (ii) the final Purchase Price, (iii) the amount of the Promissory Note (defined below) and payments due thereunder, and (iv) the amount of the Cash Balance Due (defined below).

(c) Developer will deposit within five (5) business days after the Effective Date, Thirty Thousand Dollars ($30,000.00) with Nevada Title Company as the Earnest Money Deposit more fully described in Section 6 below. The balance of the Purchase Price shall be paid by Developer at the Closing described in Section 10 below.

5. SITE IMPROVEMENTS.

(a) The Parties agree that it is their mutual intent that the Site will be developed in phases, to include site improvements necessary to accommodate a corporate headquarters, manufacturing and storage facilities with the following minimum improvements (the "Project"):

(i) A minimum of ten thousand (10,000) square feet of commercial space which can be in one or combined in two buildings;

(ii) Two (2) buildings with a minimum combined total of nine thousand (9,000) square feet of storage space;

(iii) Permanent fencing;

(iv) Sewer improvements ("Sewer Improvements") servicing the entire Site and the complete Project consisting of either (i) an extension of the public sewer line ("Sewer Line") or (ii) the installation of a septic sewer system ("Septic System") ;

(v) Necessary site improvements; and

(vi) Appropriate signage.

Developer agrees to carry out the construction of the Project in full conformity with all applicable local, state, and federal laws. The Parties agree that the Project will be constructed in phases as set forth in paragraphs (b) and (c) next below.

(b) Phase 1-Site Improvements: Phase 1 of the Project shall consist of a minimum of one 4,500 square foot storage building, permanent fencing around the Phase 1 – Site Improvements, Site improvements and appropriate signage ("Phase 1-Site Improvements"). Phase 1-Site Improvements will be developed as follows:

(i) Developer agrees that within ten (10) months after the Effective Date and as a condition to CPV's obligation to Close of Escrow, it will obtain all necessary governmental approvals and permits to construct the Phase 1-Site Improvements ("Phase 1-Approvals").

(ii) Developer agrees that within thirty (30) calendar days after the Close of Escrow has occurred, Developer will begin construction of the Phase 1-Site Improvements and will complete such construction within ten (10) months after Developer's commencement of construction, as evidenced by Developer's receipt of a certificate of occupancy for the Phase 1-Improvements ("Phase 1-Completion of Construction"). In connection with the foregoing, commencement of construction shall be evidenced by the pouring of concrete for a building foundation on the Site for the Phase 1-Site Improvements by Developer, as determined by an inspection completed by CPV and/or a City of Las Vegas Building Department official ("Phase 1-Commencement of Construction"). The Phase 1-Commencement of Construction and Phase 1-Completion of Construction will be extended by such additional time as corresponds to the extent of any delay that is caused by acts or omissions of CPV, material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God, war or civil disturbance or other events reasonably beyond Developer's control.

(c) Phase 2-Site Improvements – Phase 2 of the Project shall consist of one (1) to two (2) commercial building(s) with a minimum combined total of ten thousand (10,000) square feet, one (1) storage building of a minimum 4,500 square feet, permanent fencing, site improvements, appropriate signage and Sewer Improvements ("Phase 2-Site Improvements"). Phase 2-Site Improvements will be developed as follows:

(i) Developer agrees that within twelve (12) months after the Phase 1-Commencement of Construction, it will obtain all necessary governmental

approvals and permits to construct the Phase 2-Site Improvements ("Phase 2-Approvals").

(ii) Developer agrees that within thirty (30) calendar days from the Phase 2-Commencement of Construction, Developer will begin construction of the Phase 2-Site Improvements and will complete such construction within fourteen (14) months after Developer's commencement of construction, as evidenced by Developer's receipt of a certificate of occupancy for the Phase 2-Site Improvements ("Phase 2-Completion of Construction"). In connection with the foregoing, commencement of construction shall be evidenced by the pouring of concrete for a building foundation on the Site for the Phase 2-Site Improvements by Developer, as determined by an inspection completed by CPV and/or a City of Las Vegas Building department official ("Phase 2-Commencement of Construction"). The Phase 2-Commencement of Construction and Phase 2-Completion of Construction will be extended by such additional time as corresponds to the extent of any delay that is caused by acts or omissions of CPV, material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God, war or civil disturbance or other events reasonably beyond Developer's control

(d) Developer will be responsible for the installation, at its expense, of all onsite improvements required by all applicable local, state, and federal laws in connection with the development of the Project, including, but not limited to, sidewalks and driveways, on-site utilities, the Sewer Improvements, as well as any other required on site improvements.

(e) For the purposes of assuring compliance with this Agreement, representatives of CPV, upon delivering at least forty-eight (48) hours prior written notice to Developer, shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction, including, but not limited to, the inspection of the work being performed in constructing the improvements. Any such access and inspection shall not interfere with the operation or construction of the Project. Such representatives of CPV shall be those who are so identified in writing by CPV. If requested by Developer, any such representatives shall be accompanied by a representative of Developer.

(f) Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to CPV) CPV, its affiliates, its officers, agents and employees against and from any and all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses arising from or all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in any way to the development and/or operation of the Project by Developer, except to the extent arising out of the negligence, willful misconduct, breach of this Agreement or breach of applicable law by CPV or its affiliates, or their respective officers, agents, employees, contractors or representatives.

(g) Developer acknowledges and agrees that CPV has agreed to sell the Site to Developer on reliance of Developer's agreement to construct the Project and in the absence of such agreement to construct the Project, CPV would have marketed the Site to the general public. Developer agrees that the failure on the part of Developer to cause any of the Phase 1-Commencement of Construction, Phase 2-Commencement of Construction, Phase 1-Completion of Construction or Phase 2-Completion of Construction (individually and collectively, "Project Milestone(s)") to occur as required in this section, will constitute a default of Developer under the Deed of Trust (defined below) entitling CPV to exercise its rights under the Deed of Trust. Project Milestones include but are not limited to those shown on the "Schedule of Project Milestones" attached hereto as Exhibit "C".

(h) The terms and conditions of this Section 5 paragrphs (a)-(h) shall survive the Closing and shall not merge into the Deed or any other instrument of transfer.

(i) If during the period of twelve (12) months after the Effective Date, the adjacent property owner (APN 139-27-401-023 and address 418 West Mesquite Avenue) presents to Developer a site plan approved by the City of Las Vegas that requires overflow parking for certain events and a path for emergency egress, if that is the only emergency exit path approved by the City of Las Vegas, the Developer will work in good-faith with the adjacent property owner to develop a mutually beneficial agreement that provides for a portion of any necessary overflow parking (appx. 15-20 spaces) and emergency egress if required. Developer shall not be under any obligation to grant any rights to the adjacent property owner except as determined in Developr's sole discretion and any failure to enter into an agreement by Developer with such adjacent property owner shall not be a default under this Agreement or a condition to the Close of Escrow on the part of CPV. Nothing in this paragraph (i) or otherwise in this Agreement shall confer any on any third party any rights or remedies under or by reason of this paragraph (i) or this Agreement.

6. EARNEST MONEY DEPOSIT.

At or before five (5) business days following the approval of this Agreement by City Council, Developer shall have delivered to Nevada Title Company, as Escrow Agent, a total deposit ("Earnest Money Deposit" or "Deposit") of Thirty Thousand Dollars ($30,000.00). The Earnest Money Deposit shall be held, invested, applied and released in accordance with Section 8 and the remaining terms of this Agreement, and shall be credited against the Purchase Price at the Close of Escrow.

7. DEVELOPER PURCHASE PRICE CREDIT FOR SEWER IMPROVEMENTS.

The Parties acknowledge that in order for the Site to be developed, Developer will need to construct and pay for the Sewer Improvements to construct the Project. In recognition of Developer bearing the cost of and constructing the Sewer Improvements, Developer shall be entitled to a reduction in the Purchase Price ("Developer Credit") as follows:

(a) The initial Developer Credit shall be equal to the following:

(i) If a Sewer Line is required, then the Developer Credit shall be Forty-one Thousand Eight Hundred and Eighty Dollars ($41,880.00) if the Sewer line is required to be made of 4" C900 PVC or Two Hundred Twenty Thousand and Eighty Dollars ($220,080.00) if the Sewer line is required to be made of 4" Ductile Iron Pipe (DIP) depending on which one is approved and permitted by the City of Las Vegas and/or Clark County Health Department for the Project.

(ii) If a Septic System is permitted, then the Developer Credit shall be Thirty-six Thousand Dollars ($36,000.00).

The initial Developer Credit will be taken as a reduction in the principal amount of the Promissory Note.

(b) If upon Developer achieving the Phase 2-Completion of Construction, Developer can provide CPV with third party invoices and proof of payments which in CPV's sole discretion document that the actual costs of the Sewer Improvements paid by Developer exceeded the amount of the initial Developer Credit , CPV shall reduce the outstanding principal balance of the Promissory Note by an amount equal to the difference between the actual costs of the Sewer Improvements and the initial Developer Credit in amount in no event to exceed fifty percent (50%) of the initial Developer Credit. The Parties agree that (i) such reduction in the principal amount of the Promissory Note shall be effective as of the date that CPV notifies Developer that it has approved the Developer submittal documenting that the actual costs of the Sewer Improvements paid by Developer exceeded the amount of the initial Developer Credit, (ii) the reduction in principal shall be applied against the inverse order of regular monthly installments of principal and interest due under the Promissory Note and (iii) the regular payments of principal and interest under the Promissory Note shall not be reduced. The terms and conditions of this Section 7(b) shall survive the Closing and shall not merge into the Deed or any other instrument of transfer.

8. PAYMENT OF PURCHASE PRICE

Payment of the Purchase Price shall be as follows:

(a) The amount, not to exceed seventy percent (70%) (rounded to the nearest one dollar ($1.00) of the finally determined Purchase Price after deducting the initial Developer Credit pursuant to Section 7(a) shall be paid by Developer by its execution and delivery of a purchase money note upon the payment terms and provisions set forth in, and otherwise in form and in substance of, the promissory note attached hereto as Exhibit "E" (the "Promissory Note"). The interest rate under the Promissory Note shall be Five and One-Half Percent (5.5%) per annum and the Promissory Note shall be repaid in monthly interest only payments for the first eighteen (18) months, followed by sixty-six (66) equal monthly installments of principal and interest. The Parties estimate that the Promissory Note, based on the Purchase Price and net of any Developer Credit, will be in the amount of Three Hundred Sixty-One Thousand Two Hundred Dollars ($361,200.00). The estimated interest only payments will be One Thousand Six

Hundred Fifty-Five Dollars and Fifty Cents ($1,655.50) per month and the principal and interest payments will be Six Thousand Three Hundred Fifty-Four and Fifty-Eight Cents ($6,354.58). In the event that the Site is sold prior to the full repayment of the Promissory Note, all outstanding principal amounts, accrued interest and other amounts due under the Promissory Note shall be immediately due and payable. The Parties agree that (i) at such time as the final square footage of the Site and the amount of the initial Developer Credit are determined the final amount of the Promissory Note and monthly payments shall be inserted into the Promissory Note at the Closing and (ii) any amounts currently utilized are for example only and are not binding.

(b) The entirety of the remaining balance of the Purchase Price, after deduction of the principal amount of the Promissory Note and the Earnest Money Deposit, and after adjustment as otherwise provided for under this Agreement, including Developer's closing expenses as set forth in Section 10 (such balance, after such deduction, credit and adjustments, the "Cash Balance Due"), shall be paid into Escrow by Developer in immediately available funds.

(c) The Note shall be secured by Developer's deed of trust and assignment of rents ("Deed of Trust") encumbering the Site in the form of Exhibit "F" attached hereto.

9. FORM OF DEED.

CPV shall convey to Developer fee simple title to the Site in the condition provided in Section 14 by a Grant, Bargain and Sale Deed ("Deed") in a form that is consistent with Exhibit "G".

10. ESCROW

(a) The Parties agree to open escrow with Nevada Title Company, Attention: Kristin Ravelo at 3993 Howard Hughes Parkway, Suite 120, Las Vegas, NV, 89169 ("Title Company"), as escrow agent ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of the Parties, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent promptly after the Effective Date. Upon mutual agreement by the Parties, either Party shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Subsequent additional escrow instructions may be authorized on behalf of CPV and executed by CPV, or by the designee of CPV, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates CPV. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section in writing, delivered to the Parties after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

(b) Not later than one (1) business day prior to the Closing Date (hereinafter defined), Developer shall deposit into escrow the following:

(i) the Promissory Note dated the date of the Closing and duly executed by Developer;

(ii) the Deed of Trust duly executed and acknowledged by Developer ;

(iii) the Assignment of Lease (defined below) duly executed and acknowledged by Developer;

(iv) the Cash Balance Due;

(v) all of the premium and costs for the Lender Title Policy (defined below) or special endorsements to be paid by the Developer as set forth in Section 18 of this Agreement;

(vi) one-half (1/2) of the escrow fee and the recording costs for other recording documents; and

(vii) any other applicable closing costs as allocated in accordance with customary practice in Clark County, Nevada.

(c) CPV shall pay the cost of:

(i) the CLTA owner's policy of title insurance in the amount equal to the Purchase Price and the actual cost of the additional premium for ALTA title insurance coverage (not to exceed a total cost of $1,100.00) should Developer elect to obtain an ALTA title insurance policy;

(ii) any state, county or city Real Property Transfer Tax (RPTT);

(iii) one-half of the escrow fee;

(iv) recording costs for the Deed and the Deed of Trust;

(v) property taxes which are attributable to the periods prior to the Closing Date and all general or special assessments related to the Site, and all greenbelt, rollback or other similar taxes payable with respect to the Site; and

(vi) any other applicable closing costs as allocated in accordance with customary practice in Clark County, Nevada.

(d) Not later than one (1) business day prior to the Closing Date, CPV shall deposit with the Escrow Agent the following:

(i) the Deed and the Assignment of Lease duly executed and acknowledged by CPV and in recordable form;

(ii) the Assignment of Lease duly executed by CPV;

(iii) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement or reasonably necessary in order to complete the transaction, which have not been delivered;

(iv) an affidavit that evidences that CPV is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code, in the Escrow Agent's standard form;

(v) a declaration of value in the form required by Clark County to record the Deed; and

(vi) affidavits that may be required to be delivered by CPV as the owner of the Site in order for Developer to obtain an extended ALTA Owner's Title Policy or any endorsements thereto.

(e) The Escrow Agent is authorized and instructed to:

(i) charge the Parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Agreement and related solely to the acquisition and transfer of the Site to Developer, provided that before such payments are made, the Escrow Agent shall notify the Parties of the fees, charges and costs necessary to clear title and close the escrow and prepare a settlement statement reflecting all such costs and expenses, which settlement statement shall be approved by each of the Parties (the "Settlement Statement");

(ii) deliver to CPV by wire transfer or intrabank transfer funds in an amount equal to the Cash Balance Due plus the Earnest Money Deposit less CPV's closing costs in accordance with this Agreement and deliver the Deed and other documents to the Parties entitled thereto when the conditions of this escrow have been fulfilled by the Parties;

(iii) deliver the Promissory Note to CPV;

(iv) record in the following order (i) first, the Deed; (ii) second, the Deed of Trust; and (iii) any other instruments delivered through this escrow, if necessary or proper, to vest title in Developer in accordance with the terms and provisions of this Agreement and to perfect CPV's interest in the Deed of Trust; and

(v) deliver executed counterparts of the Assignment of Leases to each of the Parties.

(f) All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may

be transferred to any of Escrow Agent's other such general interest bearing escrow account or accounts. All disbursements shall be made by wire transfer, cashier's check or check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this Agreement shall be for the benefit of the Party responsible for depositing those funds with the Escrow Agent and shall apply to the Purchase Price or returned to Developer as provided elsewhere herein.

(g) If this escrow is not in condition to close before the Closing Date, either Party who then shall have fully performed the acts to be performed before the Closing may, in writing, terminate this Agreement and demand the return of its money, papers or documents. There upon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither Party shall have fully performed the acts to be performed by it on or before the Closing, no termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other Party at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both Parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of either Party to specific performance.

(h) The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both Parties or until the Party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

(i) Any amendment of these escrow instructions shall be in writing and signed by both Parties. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to the either Party shall be directed to the addresses and in the manner established in the notice section of this Agreement for notices, demands and communications between the Parties.

(j) The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it hereunder.

11. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

11.1 Provided that neither Party is in default under this Agreement and all conditions precedent to such conveyance have occurred, the consummation of the sale by CPV, purchase and conveyance to Developer of title to the Site ("Closing" or "Close of Escrow") shall be completed on or prior to but no later than fifteen (15) calendar days after the expiration of the Feasibility Review Period defined below) or the next business day of such fifteenth (15^{th}) day is not a business day ("Closing Date"). The Parties shall perform all acts necessary for conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision. Possession shall be delivered to Developer concurrently with the Closing.

11.2 Notwithstanding any other provision of this Agreement, CPV's obligation to proceed with the Close of Escrow is subject to the fulfillment of each of the following Conditions Precedent (individually and collectively, "Condition(s) Precedent") (all of which Conditions Precedent are solely for the benefit of CPV and any of which Conditions Precedent may be waived in writing by CPV in its sole discretion):

(a) Developer shall have performed in all material respects in accordance with its covenants and obligations under this Agreement;

(b) Developer has obtained all of the Phase 1-Approvals;

(c) On the Closing Date, Developer shall tender performance as provided for in this Agreement in accordance with its terms;

(d) On the Closing Date, all representations and warranties of Developer set forth in this Agreement shall be true and correct in all material respects in accordance with their respective terms as if made again on and as of the Closing Date; and

(e) This Agreement has not been terminated pursuant to Sections 3(d), 3(e), 14(b) or Section 15.

11.3 Notwithstanding any other provision of this Agreement, Developer's obligation to proceed with the Close of Escrow (all of which Conditions Precedent are solely for the benefit of Developer and any of which Conditions Precedent may be waived in writing by Developer in its sole discretion):

(a) CPV shall have performed in all material respects in accordance with its covenants and obligations under this Agreement;

(b) On the Closing Date, CPV shall tender performance as provided for in this Agreement in accordance with its terms;

(c) On the Closing Date, all representations and warranties of CPV set forth in this Agreement shall be true and correct in all material respects in accordance with their respective terms as if made again on and as of the Closing Date;

(d) On the Closing Date, Escrow Agent is prepared to issue the Title Policy as required hereunder; and

(e) This Agreement has not been terminated pursuant to Sections 3(d), 3(e), 14(b) or Section 15.

12. INTENTIONALLY OMITTED.

13. GENERAL REPRESENTATIONS AND WARRANTIES

(a) Representations and Warranties by CPV. CPV represents and warrants that as of the Effective Date and the date of Closing:

(i) CPV has all requisite power and authority to enter into and perform its obligations under this Agreement.

(ii) This Agreement constitutes the legal, valid, binding and enforceable obligation of CPV;

(ii) By proper action of CPV, CPV's signatories have been duly authorized to execute and deliver this Agreement;

(iii) To CPV's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site;

(iv) To CPV's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against CPV which would inhibit CPV's ability to perform its obligations under this Agreement;

(v) To CPV's actual knowledge, the execution, delivery and performance of this Agreement by CPV will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CPV or the Site, or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement;

(vi) The execution of this Agreement by CPV does not violate any provision of any other agreement to which CPV is a party;

(vii) CPV has and will convey to Developer good and marketable fee simple title to the Site subject only to the exceptions permitted by this Agreement. Except as shown on the Title Report (hereinafter defined) and except for the Lease (defined below), there are no encumbrances, liens, covenants, restrictions, reservations, options, leases, tenancies, easements, encroachments, claims, agreements, instruments or other matters affecting title or possession of the Site;

(viii) Attached hereto as Exhibit H is a true and complete copy of the Lease and any amendments thereto;

(ix) No labor has been performed or material furnished for the Site, or any part thereof, for which CPV has not heretofore fully paid or will pay prior to Closing, or for which a mechanic's or materialman's lien or liens, or any other lien, can be claimed by any person, party or entity; and

(x) CPV is not currently obligated to sell the Site to any other person and entity, other than Developer pursuant to this Agreement, nor does there exist any rights of first refusal, rights of first option or purchase options relating to the Site.

As used in this Agreement, the term "CPV's actual knowledge" means the actual knowledge of the City of Las Vegas' Economic and Urban Development Director William Arent after a review of the records of CPV pertaining to the Site.

(b) Representations and Warranties of Developer. Developer represents and warrants to CPV that as of the Effective Date and the date of Closing:

(i) Developer is a Nevada limited liability company duly organized and existing under the laws of the State of Nevada;

(ii) Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement, the Promissory Note and the Deed of Trust;

(iii) By proper action of Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement, the Promissory Note and the Deed of Trust;

(iv) Execution of this Agreement, the Promissory Note and the Deed of Trust by Developer does not violate any provision of any other agreement to which Developer is a party;

(v) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer, other than the Required Approvals, are necessary in connection with the execution of this Agreement by Developer or with the performance by Developer of its obligations hereunder, the Promissory Note and the Deed of Trust; and

(vi) To Developer's actual knowledge as of the Effective Date, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against Developer which would inhibit Developer's ability to perform its obligations under this Agreement, the Promissory Note and the Deed of Trust.

(c) CPV and Developer each warrant and represent to the other Party that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party shall indemnify and hold harmless the other Party from and against any and all liabilities arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by such Party to a commission, finder's fee or other compensation based upon any of the transactions under this Agreement.

(d) Representations and warranties made by either Party under this Agreement, and the right to indemnification or recovery based on such representations or warranties, shall survive the Closing for a period of twelve months and thereafter shall no longer be actionable.

14. CONDITION OF TITLE

(a) CPV shall convey to Developer fee simple title subject only to:

(i) a lien not yet delinquent for ad valorem taxes for real property (subject to CPV's obligation to pay the same to the extent provided in Section 10(c);

(ii) all matters disclosed by the Title Report or the ALTA survey described in paragraph (b) of this Section 14, or any supplemental report, and which are approved or deemed approved by Developer in accordance with this Section 14;

(iii) the Lease (defined below); and

(iv) the Signboard Easement (defined below).

(b) The Escrow Agent shall, upon the delivery of a fully executed copy of this Agreement to Escrow Agent, deliver to Developer a current preliminary title report ("Title Report") and legible copies of all documents referred to therein covering or relating to the Site. CPV shall obtain at its cost and expense an ALTA survey of the Site no later than three (3) months after the Effective Date. Developer shall then approve or disapprove the exceptions listed in the Title Report and ALTA survey as to the Site (each, an "Objection" and collectively the "Objections") by giving CPV and Escrow Agent written notice thereof (the "Objection Notice") prior to the expiration of the Feasibility Review Period (defined below). Failure to give an Objection Notice by such date of approval or disapproval of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens, encumbrances and taxes, all of which shall be required to be paid by CPV on the Closing Date without objection thereto by Developer. If Developer delivers an Objection Notice, CPV shall have fifteen (15) calendar days from the date of the delivery of such Objections Notice within which to agree in writing to remove the Objection(s). Failure to give written notice of such agreement to Developer and the Escrow Agent shall be deemed to be refusal. If CPV does not agree to remove any Objections properly and timely disapproved by Developer, this Agreement shall terminate without further liability to

Developer, unless Developer waives its objection in writing delivered to CPV and to the Escrow Agent. If CPV shall agree to remove any Objections, CPV shall then have until the date for Closing within which to remove such Objections and shall use its best efforts to remove the Objections. If despite the use of its best efforts CPV is unable to remove any Objection which CPV has agreed to remove by the Closing, Developer may elect as its sole right and remedy to (i) terminate this Agreement and receive a return of the Deposit and all other funds or documents deposited by Developer or (ii) waive the Objection and proceed to Closing.

(c) Developer acknowledges that the Site is subject to that billboard lease attached hereto as Exhibit "H" (the "Lease"). The Parties agree that the Lease shall be assigned to, and assumed by, Developer at the Closing. In connection therewith, the Parties shall execute and acknowledge at Closing the "Assignment of Lease" in the form attached hereto as Exhibit "I". All rents due under the Lease shall be pro-rated as of the Closing.

(d) Developer also acknowledges that the Site is further subject to a perpetual easement for the construction, maintenance, operation, repair, replacement, renewal and reconstruction of signboards and appurtenances thereto relative to a signboard located at the Site (the "Signboard Easement") pursuant to Master Signboard Site License Agreement between Union Pacific Rail Road Company and Eller Media Company dated September 30, 1997 (the "Eller Agreement") and pursuant to sublicense agreement between Eller and Lamar Outdoor Advertising, identified in the records of UPRR as Audit No. 163336, Folder No. 490-36 (the "Lamar Sublicense"). The Eller Agreement and Lamar Sublicense have been disclosed by CPV to Developer by reference only. To CPV's actual knowledge it does not possess a copy of either the Eller Agreement or the Lamar Sublicense.

15. FEASIBILITY REVIEW; INSPECTION

(a) The period of time commencing on the Effective Date and expiring at 5:00 p.m. PST on the 300th day after the Effective date is referred to herein as the "Feasibility Review Period". Developer will have until the expiration of the Feasibility Review Period to review the condition of the Site and the feasibility of Developer's plan of development on the Site and such other matters as Developer may determine.

(b) Prior to any entry upon the Site for the purpose of conducting any tests or studies, Developer shall furnish or cause to be furnished to CPV duplicate originals (or certified copies) or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least One Million Dollars ($1,000,000) for any person, Two Million Dollars ($2,000,000) for any occurrence and Five Hundred Thousand Dollars ($500,000) property damage, naming the CPV, the City of Las Vegas, Nevada as additional insureds or co-insureds. Developer shall deliver to CPV a certificate of insurance substantiating coverage in a minimum amount of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, written on an "occurrence" basis and naming the CPV of Las Vegas as an additional insured. Each insurance company's rating as shown in the latest Best's Key Rating Guide is disclosed and entered on the delivered certificate of insurance and is no lower than "A VII". The Parties agree that the insurance specified in this Section14(b) to be obtained by Developer shall not limit the liability of Developer hereunder.

(c) Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement for any reason, or for no reason, by delivering written notice to CPV and Escrow Agent notice (a "Termination Notice"); provided, however, that if Developer fails to deliver a Termination Notice prior to the-expiration of the Feasibility Review Period, Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to this Section, Developer shall pay to Escrow Holder an amount equal to the cost of the cancellation of Escrow, and neither Party will have any further rights or obligations under this Agreement and the Deposit shall immediately be refunded to Developer.

(d) During the Feasibility Review Period, Developer and its representative and consultants (including architects and engineers or potential tenants) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests environmental assessments, and such other tests and studies as Developer deems desirable, with engineers or consultants licensed in the State of Nevada; provided that such inspections and tests will not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that Developer notifies CPV in writing at least forty-eight (48) hours prior to the date that Developer intends to conduct invasive testing or inspections on the Site. Following Developer's inspections or testing on the Site, Developer promptly will restore the Site to its original condition as existed prior to any such inspections and/or tests. If Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the Site and Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to CPV) CPV, its affiliates or assignees, which are under the control of CPV and its officers, agents and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature to the extent growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances, to the extent brought on the Site by Developer), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof, to the extent brought on the Site by Developer), to the extent such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, Developer, its officers, agents or employees and occurs from any such cause; provided, however, that the foregoing indemnity and hold harmless obligations shall not apply to (i) any loss, liability, cost, claim, damage, injury or expense to the extent arising from or related to the acts or omissions of CPV, its affiliates or assignees, or their respective, directors, owners, employees, agents, contractors, or representatives, (ii) any diminution in value in the Property arising from or relating to matters discovered by Developer or its agents, employees, representatives, contractors or subcontractors during Developer's investigation of the Site; (iii) any defects in the Site discovered by Developer or its agents, employees, representatives, contractors or subcontractors; and (iv) the existence of

any Hazardous Substances which are discovered (but not deposited) on or under the Site by Developer or its agents, employees, representatives, contractors or subcontractors. If Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Developer will immediately notify CPV of the same. The indemnity obligations of Developer under this Section 15(d) will survive any termination of this Agreement or delivery of the Deed and transfer of title. Developer covenants and agrees upon request of CPV to promptly deliver to CPV without charge therefore, the results and copies of any and all environmental reports and related correspondence.

(e) Developer covenants and agrees to pay in full for all materials joined or affixed to the Site by Developer and to pay in full all persons who perform labor upon the Site at the request of Developer, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of Developer; and Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to CPV) CPV, its affiliates, officers, agents and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, such labor performed or such materials furnished prior to Closing. The indemnity obligations of Developer under this Section 15(e) will survive any termination of this Agreement or delivery of the Deed and transfer of title.

16. CONDITION OF APPROVAL FOR THE AGREEMENT.

Approval of the Agreement by Las Vegas City Council is subject to that legislative body making a finding that the sale of the Site to Developer is being done for economic development purposes in order for said sale to comply with Nevada Revised Statute Chapter 268.063.

17. CLOSE OF ESCROW.

Upon the fulfillment of the conditions described in this Agreement, the Escrow Agent shall file the Deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to Developer the Title Policy (hereinafter defined). The recordation of the Deed shall constitute the close of escrow.

18. TITLE INSURANCE.

Concurrently with recordation of the Deed, and as a condition of the Closing, the Escrow Agent and any required co-insurer shall provide and deliver (i) to Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in Developer in the condition required by Section 14, and the title insurance policy shall be of the type and in the amount requested by Developer, and with such endorsements and affirmative coverages as may be required by Developer ("Title Policy") and (ii) lender's title insurance policy insuring CPV's interest under the Deed of Trust (the "Lender Title Policy"). If Developer desires to obtain extended coverage for its title policy, CPV shall provide the Escrow Agent at the Closing with such evidence and customary documents as are reasonably required to issue such coverage.

19. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS.

Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to Closing. CPV shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period prior to Closing. Prior to Closing, Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

20. CONVEYANCE FREE OF POSSESSION.

The Site shall be conveyed free of any possession or right of possession by any other person except for those title matters approved by Developer pursuant to Section 14. Possession of the Site will be delivered to Developer at the Closing and not prior to the Closing.

21. "AS IS" SALE.

(a) Developer acknowledges and agrees that CPV has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the Site or any improvements thereon, (a) the value, nature, quality, or condition of any of the Site, including, without limitation, the water, soil, and geology, (b) the income to be derived from any of the Site, (c) the suitability of any of the Site for any and all activities and uses that Developer may conduct thereon, (d) the compliance of or by any of the Site or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of any of the Site, (f) the manner or qualify of the construction or materials, if any, incorporated into any of the Site,(g) the manner, quality, state of repair, or lack of repair of any of the Site, (h) compliance with any Environmental Laws, including the existence in or on any of the Site of Hazardous Materials, (i) the sufficiency of any plans, plats, drawings, specifications, reports, studies, and/or documents assigned and/or delivered by CPV, (j) the sufficiency, completeness, compliance or the standard to which any improvements on or serving the Site were constructed, maintained or repaired, and (k) any other matter with respect to the Title Report, and/or the Site.

(b) Developer further acknowledges and agrees that Developer is relying entirely on Developer's own investigations and examinations as to any and all matters including, without limitation, the Title Report, and/or the Site. Developer acknowledges that it has, or will have prior to Close of Escrow, performed any and all inspections Developer deems necessary or appropriate for Developer to be satisfied with the acceptability of the purchase and sale and other transactions contemplated by this Agreement. Developer further acknowledges that any information provided or made available to Developer by CPV, or its officers, employees, agents, brokers, representatives, or others was obtained from a variety of sources and that CPV has not made any independent verification of such information and, except for the express representations, makes no representations as to the accuracy or completeness of any such

information, and such information was provided or made available solely as a courtesy, and that Developer had the sole responsibility for determining the existence or nonexistence of any fact material to Developer's decision to consummate this Agreement. CPV is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to any of the Site, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person. Developer acknowledges that, except for the express representations, its purchase of any of the Site hereunder is on an "as-is" "where-is" and "with all faults" basis without any implied warranties, and upon consummating any such purchase, Developer accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Site acquired by Developer.

(c) Developer, for itself, its successor and assigns, and for each and every subsequent owner or lessee of the Site ("Releasing Parties") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against CPV, City of Las Vegas, their respective officers, employees, agents, attorneys, representatives, legal successors and assigns ("CPV Parties"), from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Substances, Environmental Claims or other violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. Developer hereby agrees to hold harmless and indemnify the CPV Parties from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys' fees) against or incurred by the CPV Parties after the Close of Escrow of the Site to Developer arising in any way from (i) the presence of Hazardous Substances or environmental conditions at, on, beneath or from the Site, (ii) Environmental Claims or (iii) the application of Environmental Laws to the Site. Developer agrees that CPV is making no representations or warranties regarding the environmental or any other condition of the Site.

(d) Definitions.

(i) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

(ii) As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air ,oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

22. GOVERNMENTAL PERMITS.

Nothing in this Agreement shall affect the responsibility of Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

23. TIME OF ESSENCE.

Time is of the essence of this Agreement and every obligation hereunder.

24. DEFAULT AND REMEDIES

(a) In the event Developer fails to perform any of its material obligations required to be performed hereunder prior to Closing, including, without limitation, the failure of Developer to fulfill one or more of the Conditions Precedent to closing provided for the benefit of CPV as set forth in Section 11.2 unless waived in writing by CPV, or in the event the Closing does not occur by reason of a default by Developer, CPV may by written notice to Developer terminate this Agreement. UPON SUCH TERMINATION DEVELOPER SHALL HAVE NO FURTHER RIGHTS UNDER THIS AGREEMENT AND THEN CPV MAY RETAIN AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT TOGETHER WITH ALL EARNINGS THEREON AS CPV'S LIQUIDATED DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE SITE. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CPV AND DEVELOPER THAT CPV'S ACTUAL DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE SITE WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:

CPV: _____

DEVELOPER: _____

(b) In the event CPV fails to perform any of its obligations required to be performed hereunder prior to Closing, including, without limitation, the failure of CPV to fulfill one or more of the Conditions Precedent to closing provided for the benefit of Developer as set forth in Section 11.3 unless waived in writing by Developer, or in the event the Closing does not occur by reason of a default by CPV, Developer's sole remedy shall be to pursue one, and only one, of the following remedies as its sole right and remedy:

(i) to waive such default; or

(ii) to terminate this Agreement; and on such termination, the Deposit will be returned to Developer and the Parties thereafter shall have no liability or obligation hereunder; or

(iii) to demand specific performance of CPV's obligations under this Agreement without any abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of CPV for damages.

25. SURVIVAL.

The representations and warranties contained in this Agreement, and the covenants that extend beyond the Closing, shall survive the recordation of any Deed and shall not be deemed merged into such Deed.

26. SUCCESSORS AND ASSIGNS.

This Agreement shall inure to the benefit of and bind the successors and assigns of the Parties, subject to the provisions of this Agreement regarding assignment.

27. NO PERSONAL LIABILITY.

No official or employee of CPV shall be personally liable to Developer for any default or breach by CPV, for any amount which may become due to Developer, or for any obligation of CPV under the terms of this Agreement. No manager, member, officer, or employee of Developer shall be personally liable to CPV for any default or breach by Developer, for any amount which may become due to CPV, or for any obligation of Developer under the terms of this Agreement.

28. NOTICES, DEMANDS AND COMMUNICATIONS.

Formal notices, demands and communications between the Parties shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of CPV and Developer as set forth in this Section. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate in writing. Service by United States Mail or by Federal Express or other similar delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner.

If to CPV:	City Parkway V, Inc. Economic and Urban Development Department 495 South Main Street, 6th Floor Las Vegas, Nevada 89101 Attention: William Arent, Director
With a copy to:	City of Las Vegas - City Attorney's Office 495 South Main Street, 6th Floor Las Vegas, Nevada 89101 Attention: Teri Ponticello, Esq.
If to Developer:	Nevada H&C Distilling Company, LLC 418 West Mesquite Avenue Las Vegas, Nevada 89106 Attn: Jonathan Hensleigh, Managing Member

29. SUBSEQUENT CITY PARKWAY V APPROVALS.

Any consents or approvals of CPV required or permitted by the terms of this Agreement may be given by the CPV President or such other person that the CPV President designates in writing, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates CPV.

30. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Exhibits A, B, C, E, F, G, H and I attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. 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 waivers of the provisions of this Agreement must be in writing and signed by the President of CPV and Executive Director of the Developer or other appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the President of CPV and Executive Director of the Developer or other appropriate authorities of CPV and Developer.

31. SEVERABILITY.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

32. GOVERNING LAW.

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

33. CAPTIONS AND SECTIONS.

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement. Unless specified otherwise, all references to Sections herein refer to the Sections of this Agreement.

34. COUNTERPARTS.

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

35. REPORTING PERSON.

The Title Company is hereby designated as the Reporting Person (as defined in Section 6045(e) of the Code and the regulations promulgated thereunder) as permitted by Treasury Regulation Section 1.6045-4(e)(5).

36. DATES.

If any date or other deadline set forth herein falls on a Saturday, Sunday or federal banking holiday, the date for performance on such date shall be extended to the succeeding day which is not a Saturday, Sunday or federal banking holiday.

37. FURTHER ASSURANCES.

Each Party shall from time to time execute and deliver such further instruments as the other Party or its counsel may reasonably request to effectuate the intent of this Agreement, including, but not limited to, documents necessary for compliance with the laws, ordinances, rules or regulations of any governmental authority.

38. EFFECTIVE DATE; TERMINATION DATE.

The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been approved by Las Vegas City Council. This Agreement and all rights and obligations of the Parties which survive the Closing hereunder shall terminate on the date which is one (1) year after the Completion of Construction.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have entered into this Agreement to be effective as of the Effective Date.

Date of City Council Approval and Effective Date:

_____, 2016.

CPV

CITY PARKWAY V, INC.
a Nevada non-profit corporation

By:_____
Elizabeth N. Fretwell, President

DEVELOPER

NEVADA H&C DISTILLING COMPANY, a Nevada limited liability company

By:_____
Jonathan Hensleigh, Managing Member

ATTEST:

_____
Scott D. Adams, Secretary

APPROVED AS TO FORM:

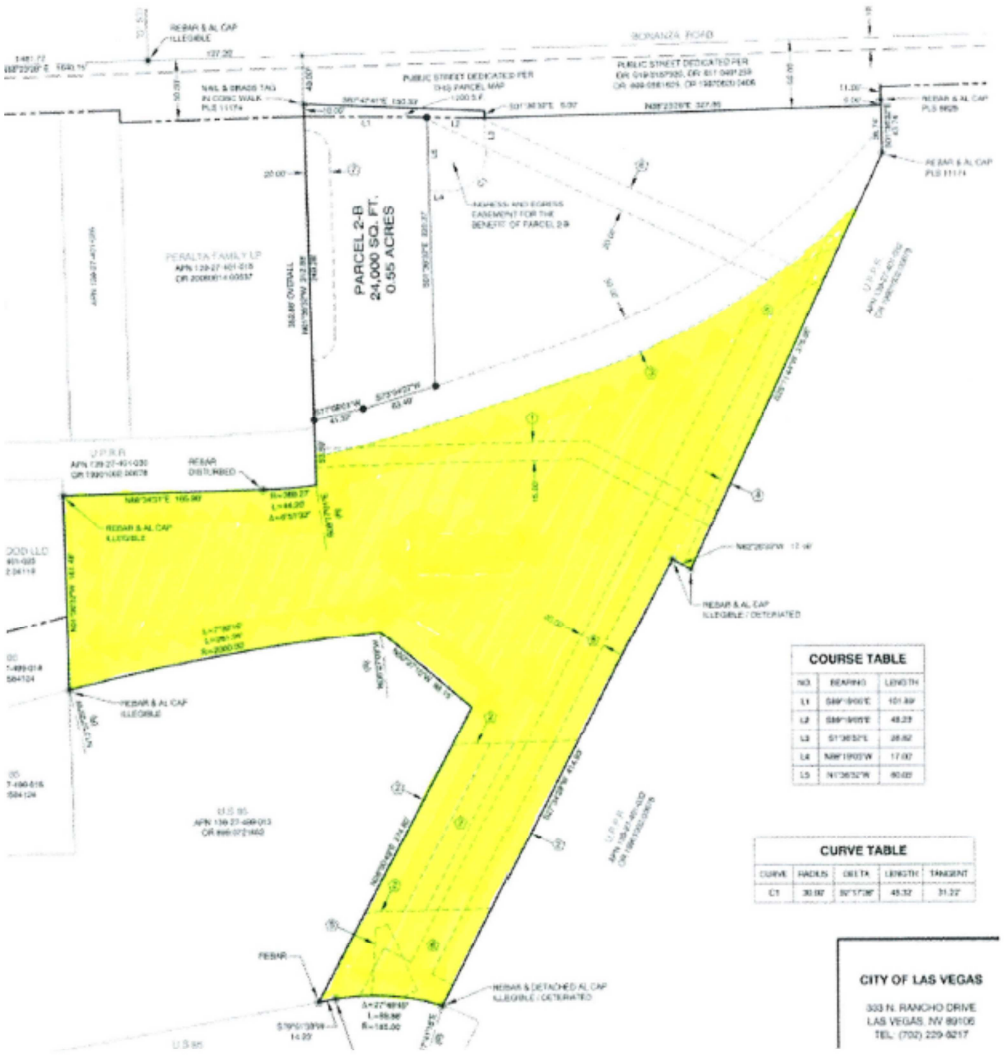
_____
Date
3-23-16

LIST OF EXHIBITS

EXHIBIT A	**SITE MAP**
EXHIBIT B	**DISCLOSURE OF PRINCIPALS**
EXHIBIT C	**SCHEDULE OF PROJECT MILESTONES**
EXHIBIT D	**INTENTIONALLY OMITTED**
EXHIBIT E	**FORM OF PROMISSORY NOTE**
EXHIBIT F	**FORM OF DEED OF TRUST ASSIGNMENT OF RENTS**
EXHIBIT G	**FORM OF GRANT, BARGAIN AND SALE DEED**
EXHIBIT H	**BILLBOARD LEASE**
EXHIBIT I	**FORM OF ASSIGNMENT OF LEASE**

EXHIBIT A

SITE MAP



Site - Approx. 3.02 acres (131,607 square feet)

EXHIBIT B

DISCLOSURE OF PRINCIPALS

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1 Contracting Entity	
Name	Nevada H&C Distilling Company, LLC
Address	418 West Mesquite Ave. Las Vegas, NV 89106
Telephone	323-997-9913
EIN or DUNS	

Block 2 Description:

Subject Matter of Contract/Agreement: **Purchase and Sale Agreement b/t CPV and Nevada H&C Distilling Company, LLC**
301 West Mesquite Avenue
(APN-139-27-401-035)

RFP #: N/A

Block 3 Type of Business

☐ Individual ☐ Partnership ■ Limited Liability Company ☐ Corporation

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.	Jonathan Hensleigh, Managing Member	418 West Mesquite Ave Las Vegas, NV 89106	323-997-9913
2.	Aaron Chepenik, Member	418 West Mesquite Ave Las Vegas, NV 89106	323-997-9913
3.			
4.			
5.			
6.			
7.			
8.			

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: _____

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.

Jonathan B. Hensleigh

Name

March 10, 2016

Date

State of ~~Nevada~~ a.k.a. California

County of ~~Clark~~ a.k.a. Los Angeles

This instrument was acknowledged before me on

3-10-16 (date) by

Aurelio Dominguez (name of person)

Notary Public -

AURELIO DOMINGUEZ
Commission # 2066834
Notary Public - California
Los Angeles County
My Comm. Expires May 7, 2018

EXHIBIT C

SCHEDULE OF PROJECT MILESTONES

Project Milestone	Due Date
Earnest Money Deposit Due	5 business days after Effective Date
Opening of Escrow	5 business days after Effective Date
Feasibility Review Period Ends	10 months after Effective Date
Closing or Closing Date	15 calendar days or next business day after expiration of Feasibility Review Period
Cash Balance Due	1 business day prior to Closing Date
Execution of Promissory Note	Close of Escrow
Phase 1-Approvals (Entitlements & Permits)	10 months after Effective Date and as a condition to Close of Escrow
Phase 1-Commencement of Construction	30 calendar days after receipt of Phase 1-Approvals and Close of Escrow
Phase 1-Completion of Construction	10 months after Phase 1-Commencement of Construction
Phase 2-Approvals (Entitlements & Permits)	12 months after Phase 1-Commencement of Construction
Phase 2-Commencement of Construction	30 calendar days after receipt of Phase 2-Approvals
Phase 2-Completion of Construction	14 months after Phase 2-Commencement of Construction
Promissory Note-Interest Only Payments Due	Beginning 30 calendar days after Close of Escrow and continuing monthly thereafter for a total of 18 monthly payments
Promissory Note-Principal & Interest Payments Due	Beginning 30 calendar days after the last interest only payment and monthly thereafter for a total of 66 monthly payments

EXHIBIT D

INTENTIONALLY OMITTED

EXHIBIT E

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

$_____ _____ 201_

Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned, NEVADA H&C DISTILLING COMPANY, a Nevada limited liability company ("Maker"), hereby promises to pay to CITY PARKWAY V, INC., a Nevada not-for-profit corporation ("PAYEE") at 495 S. Main Street, 6th Floor, Las Vegas, Nevada 89101 the principal sum of Three Hundred Sixty-One Thousand Two Hundred Dollars ($361,200.00). Simple interest shall accrue, from time to time, on the unpaid principal balance under this Promissory Note ("Note") at the annual rate of five and one-half percent (5.50%). Principal and interest shall be payable in lawful money of the United States of America. The place of payment may be changed from time to time as PAYEE or any permitted assignee thereof may designate in writing.

A. Purchase and Sale Agreement

This Note is made and delivered pursuant to, and in implementation of that certain Purchase and Sale Agreement by and between PAYEE and Maker dated _____, 2016 ("Agreement"). All capitalized terms contained herein that are not defined herein shall have the same meaning as set forth in the Agreement.

B. Repayment

Principal and interest under this Note shall be paid in eighty-four (84) monthly payments as follows:

a. First, eighteen (18) equal monthly interest only payments of One Thousand Six Hundred Fifty-Five Dollars and Fifty Cents ($1,655.50); then

b. Sixty-six (66) equal monthly payments of principal and interest in the amount of Six Thousand Three Hundred Fifty-Four Dollars and Fifty-Eight Cents ($6,354.58).

The first payment shall be made on _____, 201_ and the remaining payments on the _____ day of each month thereafter with the final payment of all interest and principal due on the _____ day of 2023.

All payments of any amounts due hereunder are absolute and unconditional, and Payor agrees that such payments shall not be requested to be, and shall not be, subject to any defense, set-off or counterclaim of any kind or nature, or any other action similar to the foregoing. All payments made hereunder shall be applied (i) first to any charges, fees or expenses due hereunder or the Deed of Trust, (ii) next to accrued unpaid interest and (iii) next to principal.

The principal amount of this Note is subject to reduction pursuant to Section 7(b) of the Agreement.

C. Transferability

This Note may be negotiated or transferred by PAYEE without the consent of Maker.

D. Prepayment

Maker shall have the right to prepay, in whole or in part, the principal amount at any time.

E. Deed of Trust and Assignment of Rents and Leases

This Note shall be secured by a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Deed of Trust") of even date herewith made by Maker, as grantor, to Nevada Title Company, as trustee, for the benefit of Payee, as beneficiary.

F. Legal Actions; Attorneys' Fees and Costs

Maker agrees to pay the following costs, expenses and attorneys' fees paid or incurred by PAYEE: (1) reasonable costs of collection, costs and expenses, and attorneys' fees paid or incurred in connection with the collection, enforcement or foreclosure sale of any security for this Note, or of any covenant of this Note or such security, whether or not suit is filed (including costs for services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefore or to the protection of its rights under this Note, the Deed of Trust, the Agreement or other loan document); (2) costs of suit and such sums the court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it; (3) costs of suit and such sums as the court may adjudge as attorneys' fees in any other litigation or controversy connected with the enforcement of this Note or the security for it including, but not limited to, actions for declaratory relief that PAYEE is required to prosecute or defend and actions for relief based on rescission, or actions to cancel this Note that PAYEE is required to defend; and (4) PAYEE costs incurred in seeking to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court. Notwithstanding the foregoing, in the event legal action is brought by either party to enforce or interpret this Note, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred.

G. Defaults

The occurrence of any of the following shall constitute an event of default under this Note: (i) the Maker fails to pay any amount due hereunder on its due date which remains uncured after fifteen (15) days after written notice from PAYEE; or (ii) any material default by Maker under the Agreement or the Deed of Trust (after the expiration of any applicable notice and cure period) or (iii) sale or transfer of the Site or any portion thereof in violation of the Deed of Trust. Upon the occurrence of any event of default and expiration of any applicable cure period, or at

any time thereafter, at the option of PAYEE and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of PAYEE's option. PAYEE's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. PAYEE's failure in the exercise of any other right or remedy hereunder or under any agreement that secures the indebtedness or is related thereto shall not affect any right or remedy, and no single or partial exercise of any right or remedy shall preclude any further exercise thereof.

H. Default Interest

Any amounts not paid when due hereunder shall bear interest at the rate of (i) fifteen percent (15%) per annum, or (ii) the Prime Rate plus five (5) percentage points per annum, whichever is greater, from the due date of such amount. If the interest rate specified in this Note is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law. The term "Prime Rate" means that rate of interest publicly announced from time to time by the Bank of America, N.A. as its prime lending rate of interest.

I. Waiver of Presentment

Maker and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

J. Notices

Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested, at their respective addresses stated in the Deed of Trust.

K. Binding Effect

This Note shall be binding upon Maker, its successors and its assigns.

L. Applicable Laws

This Note shall be construed in accordance with and be governed by the laws of the State of Nevada.

M. Miscellaneous

(a) No release of any security for the Indebtedness or any person liable for payment of the Indebtedness, no extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note or the Deed of Trust made by agreement between Payee and any other person or party shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Maker, and any other person or party now or hereafter liable for the payment of this Note in whole or in part.

(b) Maker and all sureties, endorsers, guarantors and any other party now or hereafter liable for the payment of this Note in whole or in part, hereby severally (i) waive demand, presentment for payment, notice of dishonor and of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note or the Deed of Trust), filing of suit and diligence in collecting this Note or enforcing any of the security herefor; (ii) agree to any substitution, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (iii) agree that the holder hereof shall not be required first to institute suit or exhaust its remedies hereon against Maker or others liable or to become liable hereon or to perfect or enforce its right against them or any security herefor; (iv) consent to any extensions or postponements of time of payment of this Note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect hereto, without notice thereof to any of them; (v) waive the benefit of all homestead and similar exemptions as to this Note; (vi) agree that their liability under this Note shall not be affected or impaired by any determination that any security interest or lien taken by Payee to secure this Note is invalid or unperfected; and (viii) hereby subordinate any and all rights against Maker and any of the security for the payment of this Note, whether by subrogation, agreement or otherwise, until this Note is paid in full.

(c) This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Maker or Payee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

(d) Whenever used, the singular number shall include the plural, the plural the singular, and the words “Payee” and “Maker” shall include their respective successors, assigns, heirs, executors and administrators.

(e) If Maker consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several. However, in no event shall any of Maker’s direct or indirect partners, members, shareholders, principals, beneficial owners, officers and/or directors have any personal liability for the obligations under this Note.

(f) A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any person or circumstance is illegal or

unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

(g) The terms, provisions, covenants and conditions hereof shall be binding upon Maker and the heirs, devisees, representatives, successors and assigns of Maker.

(h) Captions and headings in this Note are for convenience only and shall be disregarded in construing it.

(i) The loan evidenced by this Note is a loan only, and is not intended, and shall not under any circumstances be deemed, to create an equitable or other interest in favor of Payee to any direct or indirect equity interest in Maker.

(j) Time is of the essence of this Note.

IN WITNESS WHEREOF, Maker has duly executed this Promissory Note on the day and year first above written.

NEVADA H&C DISTILLING COMPANY,
a Nevada limited liability company

By: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public

[Notarial Seal]

My Commission Expires _____

EXHIBIT F

FORM OF DEED OF TRUST ASSIGNMENT OF RENTS

APN: _____
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City Parkway V, Inc.
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101

DEED OF TRUST ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, AND FIXTURE FILING

THIS DOCUMENT IS ALSO A FIXTURE FILING IN ACCORDANCE WITH NRS SECTION 104.9502.

This Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing ("*Deed of Trust*"), made as of _____, 2016 by NEVADA H&C DISTILLING COMPANY, a Nevada limited liability company as trustor ("*Trustor*") whose mailing address is 401 W. Bonanza Road, Las Vegas, Nevada, 89106, to NEVADA TITLE COMPANY, a Nevada corporation, as trustee ("*Trustee*") whose mailing address is 3993 Howard Hughes Parkway, Suite 120, Las Vegas, Nevada, 89169 for the benefit of CITY PARKWAY V, INC., a Nevada not-for-profit corporation, as beneficiary and secured party ("*Beneficiary*") whose mailing address is 495 S. Main Street, 6th Floor, Las Vegas NV 89101.

I. Grant in Trust and Secured Obligations

1.1 Grant in Trust. For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2 in such order of priority as Beneficiary may determine, Trustor hereby irrevocably and unconditionally grants, bargains, conveys, sells, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "*Property*") and Trustor shall and shall warrant and forever defend the above-bargained Property in the quiet and peaceable possession of the Trustee, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof. Trustor agrees that any greater title to the Property hereafter acquired by Trustor during the term hereof shall be subject hereto.

(a) The real property located in the County of Clark, State of Nevada, as more fully described in Exhibit "I-1" attached hereto and made a part hereof as if fully set forth,

together with all existing and future easements and rights affording access to it (the "*Land*"); together with

(b) All buildings, structures and improvements now located or later to be constructed on the Land (the "*Improvements*"); together with

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water courses, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, easements, rights-of-way, gores or strips of land, and any land lying in the streets, ways, alleys, passages, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; together with

(d) All of Trustor's right, title, and interest in and to all rents, issues, and profits of and from the Property, and in and to all leases now or hereafter existing, of all or any part of the Premises (the **"***Leases***"**) and in and to the right to use and possess the Property, including, without limitation, any and all of the rents, issues, profits now due or which may hereafter become due under and by virtue of all present and future Leases, between Beneficiary, as landlord, and any and all tenants of the Property, together with

(e) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and improvements; together with

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; together with

(g) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later shall be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; together with

(h) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes,

drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally; together with

(i) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(j) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("*Books and Records*"); together with

(k) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

1.2 Secured Obligations.

(a) This Deed of Trust, and the Note secured hereby, are entered into in implementation of that certain Purchase and Sale Agreement between Trustor and Beneficiary dated _____, 2016 (the "Agreement"). Any capitalized terms that are not defined in this Deed of Trust shall have the same meaning as set forth in the Agreement. Trustor makes the grant, bargain, conveyance, sale, transfer and assignment set forth in Section 1.1 and grants the security interest set forth in Article II for the purpose of securing the following obligations (the "*Secured Obligations*") in any order of priority that Beneficiary may for the benefit of itself choose:

(i) Payment and performance of all obligations of Trustor under that certain Promissory Note dated _____, 2016 in the principal amount of _____ Dollars ($_____.00) payable to the order of Beneficiary (the "*Note*").

(ii) Payment and performance of all obligations of Trustor under this Deed of Trust, including without limitation, construction of the Project as set forth in Section 4.2 below; and

(iii) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

II. Grant of Security Interest

2.1 Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Trustor as debtor hereby grants Beneficiary as secured party a security interest in all such Property, to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the Nevada Uniform Commercial Code, covering all such Property.

2.2 Financing Statements. Trustor authorizes Beneficiary to file one or more financing statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in any Property. Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. In case Trustor fails to execute any financing statements or other documents for the perfection or continuation of any security interest, Trustor hereby appoints Beneficiary as its true and lawful attorney-in-fact to execute any such documents on its behalf. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

III. Fixture Filing

This Deed of Trust constitutes a financing statement filed as a fixture filing under NRS 104.9502, as amended or recodified from time to time, covering any Property which now is or later may become fixtures attached to the Land or Improvements.

IV. Rights and Duties of the Parties

4.1 Covenants, Representations and Warranties. Trustor agrees, represents, and warrants as follows:

(a) Trustor covenants to keep the Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

(b) Trustor shall keep the Property, including future improvements, insured against liability and loss by fire and other hazards to such an extent and in such amounts as may be commercially reasonable and shall pay promptly, when due, any premium due on such insurance. All insurance shall be carried in reputable companies, shall name Beneficiary as an

additional insured and shall provide that loss payments will be payable to Beneficiary. In the event of a casualty of any kind or nature resulting in damage to or destruction of the Property or any part thereof, Trustor promptly shall give notice thereof to Beneficiary and any insurance proceeds shall be applied ass set forth in paragraph (f) below.

Trustor shall furnish or cause to be furnished to Beneficiary duplicate originals or appropriate certificates of bodily injury liability and property damage liability insurance policies in the amount of at least One Million Dollars ($1,000,000) for any person, Two Million Dollars ($2,000,000) for any occurrence and Five Hundred Thousand Dollars ($500,000) property damage, naming Beneficiary and the City of Las Vegas, Nevada as additional insureds or co-insureds. Trustor shall deliver to Beneficiary a certificate of insurance substantiating coverage in a minimum amount of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, written on an "occurrence" basis and naming Beneficiary and the City of Las Vegas as an additional insureds. Each insurance company's rating as shown in the latest Best's Key Rating Guide is disclosed and entered on the delivered certificate of insurance and is no lower than "A VII". The Parties agree that the insurance specified in this Section14(b) to be obtained by Trustor shall not limit the liability of Trustor hereunder.

(c) Trustor covenants to appear in and defend any action or proceeding purporting to affect the Property or any part thereof, or the title thereto, or any adverse claim for or against the Property or any part thereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

(d) Trustor covenants to pay at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall have the right to contest in good faith the validity or the amount of any tax or assessment levied against the Property by such proceedings as may be appropriate in the jurisdiction in which such Property lies and may defer payment of such obligations, pay same under protest, or take such other steps as Trustor may deem appropriate; provided, however, Trustor shall (i) not permit or allow the institution of any foreclosure proceedings or similar action against the Property, (ii) diligently pursue such contest and during the pendency of any such contest, Trustor shall furnish to Beneficiary a bond in such amount and in form and substance reasonably satisfactory to Beneficiary, indemnifying against liens with security reasonably acceptable to Beneficiary, (iii) maintain sufficient reserves to pay such taxes when the validity is finally decided by the appropriate court and (iv) immediately pay any amount adjudged by a court of competent jurisdiction to be due, with all costs, interest, and penalties thereon.

(e) Whenever under any provision of this Deed of Trust Trustor shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, including, without limitation, the furnishing of insurance coverage required by

paragraph (b) above, and Trustor fails, refuses or neglects to perform as herein required, Beneficiary shall be entitled, but shall not be obligated, to make any such payment or expenditure or to do any such act or things, or to incur any such liability, all on behalf of and at the cost and for the account of Trustor. In such event, the amount thereof with interest thereon at the default rate set forth in the Note shall be paid by Trustor to Beneficiary on demand. Without limiting the generality of the foregoing, any act or payment by Beneficiary to cure, forestall, prevent or mitigate default hereunder shall be at the sole option of Beneficiary, shall be at the cost of Trustor and shall be reimbursed to Beneficiary as above provided. Beneficiary shall not be bound to inquire into the validity of any apparent or threatened tax, assessment, adverse title, lien, encumbrance, claim, or charge before making an advance for the purpose of preventing, removing or paying the same. Beneficiary shall be subrogated to all rights, equities and liens discharged by any such expenditure.

(f) Trustor shall insure the Property as required by this Deed of Trust. The amount collected under any insurance policy shall be paid to Beneficiary and credited as follows: first, to accrued interest due under the Note; next to expenditures hereunder; and any remainder upon the principal due under the Note; and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option and sole discretion of the Beneficiary the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release. Trustor further agrees that any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of insurance. Beneficiary at its option shall permit Trustor to use the Net Claims Proceeds (defined below) to pay costs of repairing or reconstructing the Property as follows:

(i) Beneficiary shall receive evidence reasonably satisfactory to it that after repair or reconstruction, the Property would be at least as valuable as it was immediately before the damage or condemnation occurred; and

(ii) The net insurance or condemnation proceeds ("Net Claims Proceeds") shall be sufficient in Beneficiary's reasonable determination to pay for the total cost of repair or reconstruction; or Trustor shall provide its own funds in an amount equal to the difference between the Net Claims Proceeds and a reasonable estimate, made by Trustor and found acceptable by Beneficiary, of the total cost of repair or reconstruction; and

(iii) Beneficiary shall be satisfied that the repair or reconstruction can be completed prior to the maturity date of the Note; and

(iv) No Event of Default shall have occurred and be continuing under this Deed of Trust; and

Then Beneficiary shall permit Trustor to use the Net Claims Proceeds to pay costs of repairing or reconstructing the Property as follows: Beneficiary shall hold the Net Claims Proceeds, and any funds which Trustor is required to provide, in an interest-bearing account and

shall disburse them to Trustor to pay costs of repair or reconstruction upon presentation of evidence reasonably satisfactory to Beneficiary that repair or reconstruction has been completed satisfactorily and lien-free; provided, however, if requested by Trustor, Beneficiary shall make partial progress payments of Net Claims Proceeds from time to time, provided that (1) such shall not be more frequently than Beneficiary approves in its reasonable discretion, (2) for each such disbursement, Beneficiary shall receive a disbursement request package including a written draw request, all in form and substance and containing such items, reasonably acceptable to Beneficiary, together with such information and documentation relating thereto as Beneficiary requests to evidence the progress of construction and payment and lien releases relating thereto, all as reasonably determined by Beneficiary.

(g) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(h) Except as provided below in this paragraph (h), Trustor hereby agrees that Trustor shall not: (i) transfer, sell, assign, encumber (including, without limitation, any mortgage or deed of trust subordinate to the lien of this Deed of Trust) or otherwise convey all or any part of Trustor's interest in the Property, or (ii) permit or suffer the filing of any mechanic's, materialman's or other liens against the Property or any part thereof without either discharging the same within fifteen (15) days after the same shall have been filed or providing to Beneficiary with a bond in amounts and form reasonably satisfactory to Beneficiary covering the amount of such lien. Upon notice to Beneficiary with supporting documentation, Trustor agrees that any transfer: (x) to any entity of more than 49% of the membership interests in Trustor, or (y) of stock not in a publicly held corporation or not for the beneficial interest in any publicly held partnership or real estate investment trust; and (z) not as a result of the exercise by any lender of its security or other interests in the ownership of Trustor shall be a violation of this paragraph (h).

(i) Trustor at all times shall keep and shall maintain the Property in good order and condition, provided that Trustor shall have the right to construct those improvements required to be constructed by Trustor Section 4.2 below ("Permitted Improvements"). Permitted Improvements (i) may be made only by duly licensed contractors and subcontractors, and only after Trustor and its contractors have obtained all necessary permits from all applicable

governmental authorities, (ii) must conform to all rules and regulations established from time to time by any Board of Fire Underwriters, insurance carrier or other body or agency now or hereafter exercising similar functions, and applicable laws and regulations of applicable governmental authorities, and (iii) shall be completed lien free. Trustor shall obtain and deliver to Beneficiary upon request copies of waivers of mechanics' and materialmen's liens against the Property from time to time obtained. If notwithstanding the foregoing any mechanic's or materialmen's lien is filed against the Property for work done or materials furnished to or for Trustor, the lien shall be discharged or affirmatively bonded over by Trustor within twenty (20) business days of notice thereof, provided, that the foregoing shall not operate to or be deemed to impair the right of Trustor to dispute any such claim. Trustor shall defend, indemnify and hold Beneficiary and its officers, employees, agents and invitees, from and against any claim, demand, loss, cause of action, suit, judgment, damage, injury, cost, expense and liability (including reasonable attorneys' fees) arising out of or in connection with Permitted Improvements or any other improvements to the Property from the date hereof until final payment in full of the Note, and such obligation to defend, indemnify and hold harmless shall survive the payment in full of the Note and the release of this Deed of Trust.

(j) If any action or proceeding shall be instituted for any purpose affecting the Property, or any part thereof, the title thereto or this Deed of Trust, or should Trustor receive any notice from any governmental agency relating to the use or occupancy of the Property, Trustor shall immediately upon service thereof on or by Trustor, deliver to Beneficiary true copies of each notice, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding.

(k) The waiver or release by Beneficiary or Trustee of any default or of any of the provisions, covenants and conditions hereof on the part of Trustor to be kept and performed shall not be a waiver or release of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein. The subsequent acceptance of any sum in payment of any indebtedness secured hereby or any other payment hereunder by Trustor to Beneficiary or Trustee shall not be construed to be a waiver or release of any preceding breach by Trustor of any provision, covenant or condition of this Deed of Trust other than the failure of Trustor to pay the particular sum so accepted, regardless of Beneficiary's or Trustee's knowledge of such preceding breach at the time of acceptance of such payment. No payment by Trustor or receipt by Beneficiary of a lesser amount than the amount herein provided shall be deemed to be other than on account of the earliest sums due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Beneficiary may accept any check or payment without prejudice to Beneficiary's right to recover the balance of such sum or pursue any other remedy provided in this Deed of Trust. The consent by Beneficiary or Trustee to any matter or event requiring such consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.

(l) Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Materials on or in the Land in violation of any Environmental Laws. Trustor shall not do, nor allow anyone else to do, anything affecting the Land that is in violation of any Environmental Laws. Trustor shall promptly give Beneficiary written notice of any

investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Land and any Hazardous Materials or Environmental Laws of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that the removal or other remediation of any Hazardous Materials affecting the Land is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Laws. For purposes of this Deed of Trust, "*Hazardous Materials*" shall mean any substance, water or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. For purposes of this Deed of Trust, the term "*Environmental Laws*" means federal laws and laws of the jurisdiction where the Land is located that relate to health, safety or environmental protection.

(m) Trustor agrees to indemnify, defend with counsel acceptable to Beneficiary, and hold Beneficiary, City of Las Vegas and affiliated entities, and their respective officers, directors, employees and agents, harmless from and against all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from the presence of any Hazardous Materials in or around any part of the Land, or in the soil or groundwater under the Land, including expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, including any resulting damages or injuries to the person or property of any third parties or to any natural resources but excluding any such liabilities and claims arising from the acts of Beneficiary or of its agents.

(n) Trustor agrees to indemnify, defend with counsel acceptable to Beneficiary, and hold Beneficiary, City of Las Vegas and affiliated entities, and their respective officers, directors, employees and agents, harmless from and against all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in any way to the development and/or operation of the Property.

4.2 Construction of Project

(a) Trustor agrees to construct on the Land the following minimum improvements (collectively referred to as the "*Project*"):

(i) A minimum of ten thousand (10,000) square feet of commercial space which can be in one or combined in two buildings;

(ii) Two (2) buildings with a minimum combined total of nine thousand (9,000) square feet of storage space;

(iii) Permanent fencing;

(iv) Sewer improvements servicing the Project

(v) Necessary site improvements; and

(vi) Appropriate signage.

Trustor agrees to carry out the construction of the Project in full conformity with all applicable local, state, and federal laws. Trustor may construct the Project in the following minimum phases:

(b) Phase 1-Site Improvements: Phase 1 of the Project shall consist of a minimum of one 4,500 square foot storage building, permanent fencing, site improvements and appropriate signage ("*Phase 1-Site Improvements*"). Phase 1-Site Improvements will be developed as follows:

(i) Trustor agrees that within thirty (30) calendar days after the date of recordation of this Deed of Trust, Trustor will begin construction of the Phase 1-Site Improvements and will complete such construction within ten (10) months days after Trustor's commencement of construction, as evidenced by Trustor's receipt of a certificate of occupancy for the Phase 1-Improvements ("*Phase 1-Completion of Construction*"). In connection with the foregoing, commencement of construction shall be evidenced by the pouring of concrete for a building foundation for the Phase 1-Site Improvements by Trustor, as determined by an inspection completed by Beneficiary and/or a City of Las Vegas Building Department official ("*Phase 1-Commencement of Construction*"). The Phase 1-Commencement of Construction and Phase 1-Completion of Construction will be extended by such additional time as corresponds to the extent of any delay that is caused by acts or omissions of Beneficiary, material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God, war or civil disturbance or other events reasonably beyond Trustor's control.

(c) Phase 2-Site Improvements – Phase 2 of the Project shall consist of one (1) to two (2) commercial building(s) with a minimum combined total of ten thousand (10,000) square feet, one (1) storage building of a minimum 4,500 square feet, permanent fencing, site improvements, appropriate signage and Sewer Improvements ("*Phase 2-Site Improvements*"). Phase 2-Site Improvements will be developed as follows:

(i) Trustor agrees that within twelve (12) months after the Phase 1-Commencement of Construction, it will obtain all necessary governmental approvals and permits to construct the Phase 2-Site Improvements ("*Phase 2-Approvals*").

(ii) Trustor agrees that within thirty (30) calendar days from the Phase 2-Commencement of Construction, Trustor will begin construction of the Phase 2-Site Improvements and will complete such construction within fourteen (14) months after Trustor's commencement of construction, as evidenced by Trustor's receipt of a certificate of occupancy for the Phase 2-Site Improvements ("*Phase 2-Completion of Construction*"). In connection with the foregoing, commencement of construction shall be evidenced by the pouring of concrete for

a building foundation for the Phase 2-Site Improvements by Trustor, as determined by an inspection completed by Beneficiary and/or a City of Las Vegas Building department official ("*Phase 2-Commencement of Construction*"). The Phase 2-Commencement of Construction and Phase 2-Completion of Construction will be extended by such additional time as corresponds to the extent of any delay that is caused by acts or omissions of Beneficiary, material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God, war or civil disturbance or other events reasonably beyond Trustor's control.

(d) Trustor will be responsible for the installation, at its expense, of all onsite improvements required by all applicable local, state, and federal laws in connection with the development of the Project, including, but not limited to, sidewalks and driveways, on-site utilities, sewer improvements, as well as any other required on site improvements.

(e) For the purposes of assuring compliance with this Agreement, representatives of Beneficiary, upon delivering at least forty-eight (48) hours prior written notice to Trustor, shall have the reasonable right of access to the Land without charges or fees and at normal construction hours during the period of construction, including, but not limited to, the inspection of the work being performed in constructing the improvements. Any such access and inspection shall not interfere with the operation or construction of the Project. Such representatives of Beneficiary shall be those who are so identified in writing by Beneficiary. If requested by Trustor, any such representatives shall be accompanied by a representative of Trustor.

(f) Trustor agrees to indemnify, hold harmless and defend (with counsel acceptable to Beneficiary) Beneficiary, its affiliates, its officers, agents and employees against and from any and all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses arising from or all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in any way to the development and/or operation of the Project by Trustor, except to the extent arising out of the negligence, willful misconduct, breach of this Agreement or breach of applicable law by Beneficiary or its affiliates, or their respective officers, agents, employees, contractors or representatives.

4.3 Reconveyance. When the Note and all of the other Secured Obligations have been paid in full, Beneficiary shall request Trustee in writing to reconvey the Property, and shall surrender this Deed of Trust to Trustee. When Trustee receives Beneficiary's written request for reconveyance and all fees and other sums owing to Trustee by Trustor under this Section 4.3, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. Such person or persons shall pay any costs of recordation. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

V. Due on Sale; Default and Remedies.

5.1 Accelerating Transfer. IF THERE SHOULD BE ANY CONVEYANCE, TRANSFER, ENCUMBRANCE, ASSIGNMENT OR OTHER TRANSFER OF THE PROPERTY, OR ANY INTEREST THEREIN, INCLUDING ANY OF THOSE DESCRIBE IN SECTION 4.1(h), WITHOUT THE PRIOR WRITTEN CONSENT OF BENEFICIARY, THEN BENEFICIARY MAY AT ITS OPTION DECLARE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE. THIS PROVISION SHALL APPLY TO EACH AND EVERY SALE, CONVEYANCE, TRANSFER, DISPOSITION OR ENCUMBRANCE, REGARDLESS OF WHETHER OR NOT BENEFICIARY HAS CONSENTED TO, OR WAIVED, ITS RIGHT HEREUNDER, WHETHER BY ACTION OR NON-ACTION IN CONNECTION WITH ANY PREVIOUS SALE, CONVEYANCE, TRANSFER, DISPOSITION OR ENCUMBRANCE, WHETHER ONE OR MORE.

5.2 Events of Default. Trustor shall be in default under this Deed of Trust upon the occurrence of any one or more of the following events (some or all collectively, "*Events of Default;*" any one singly, an "*Event of Default*"):

(a) Trustor fails to perform any obligation to pay money which arises under this the Secured Obligations, including, without limitation, the Note or this Deed of Trust or the Agreement, and does not cure that failure within fifteen (15) days after written notice from Beneficiary or Trustee; or

(b) Trustor fails to perform any obligation arising under this Deed of Trust other than one to pay money, and does not cure that failure within thirty (30) days ("*Initial Cure Period*") after written notice from Beneficiary or Trustee. So long as Trustor begins within the Initial Cure Period and diligently continues to cure the failure, and Beneficiary, in its sole judgment, determines that the cure cannot reasonably be completed at or before expiration of the Initial Cure Period then the Initial Cure Period may be extended by a period not to exceed ninety (90) days;

(c) A default occurs under any of the Secured Obligations, including without limitation, any payments due under the Note and obligations under the Agreement.

At any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below or otherwise available at law or equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

5.3 Beneficiary's Power of Enforcement

(a) Time is of the essence hereof. Upon the occurrence of an Event of Default, Beneficiary may, at its option and in its sole and absolute discretion, deliver to the Trustee written declaration of default and demand for sale and of written Notice of Breach and Election to Sell (this term is interchangeable with Notice of Default and Election to Sell) to cause the Property to be sold to satisfy the obligations hereof, which Notice the Trustee shall cause to

be filed for record. Beneficiary may also deposit with the Trustor the Guarantee and all documents evidencing expenditures secured hereby.

(b) After the lapse of such time as may then be required by law following the recordation of said Notice of Breach and Election to Sell, and notice of sale having been given as then required by law, the Trustee without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. The Trustee may, for any cause it deems expedient, postpone the sale of all or any portion of the Property until it shall be completed and, in every case, notice of postponement shall be given by public announcement thereof at the time and place last appointed for the sale and from time to time thereafter the Trustee may postpone such sale by public announcement at the time fixed by the preceding postponement. The Trustee shall execute and deliver to the purchaser its Trustee's Deed conveying the Property so sold but without any covenant or warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale.

After deducting all costs, fees and expenses of the Trustee and of this Trust, including the cost of any evidence of title procured in connection with such sale, the Trustee shall apply the proceeds of sale to the payment of: (1) all sums expended under the terms hereof, not then repaid; (2) all other sums then secured hereby; and (3) the remainder, if any, to the person or persons legally entitled thereto.

(c) If an Event of Default shall have occurred, Beneficiary may, either with or without entry or taking possession, and without regard to whether or not the Secured Obligations and other sums secured hereby shall be due and without prejudice to the right of Beneficiary thereafter to bring an action or proceeding to foreclose or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (A) to enforce payment of the Guarantee or the performance of any other term hereof; (B) to foreclose this Deed of Trust in the manner provided by law for the foreclosure of deeds of trusts on real property and to sell, as an entirety or in separate lots or parcels, the Property pursuant to the laws of the State of Nevada or under the judgment or decree of a court or courts of competent jurisdiction and Beneficiary shall be entitled to recover in any such proceeding all costs and expenses incident thereto, including reasonable attorneys' fees in such amount as shall be awarded by the court; and (C) pursue any other remedy available to it at law or in equity.

5.4 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Trustor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither Trustor nor anyone claiming through or under it shall or shall set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust or the absolute sale of the Property or the final and absolute transfer of possession of the Property, immediately after such sale, to the purchasers thereof. Trustor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the

benefit of all such laws, and any and all right to have the assets comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety.

5.5 Receiver. If an Event of Default shall have occurred, Beneficiary, to the extent permitted by law and without regard to the value, adequacy or occupancy of the security for the Secured Obligations and other sums secured hereby, shall be entitled as a matter of right, if it so elects, to the appointment of a receiver to enter upon and take possession of the Property and to collect all rents, enforce any lease provisions and other benefits thereof and apply the same as the court may direct, and such receiver may be appointed by any court of competent jurisdiction by ex parte application and without notice of hearing, such notice of hearing being hereby expressly waived. The expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained, shall be secured by this Deed of Trust. The right to enter and take possession of and to manage and operate the Property and to collect all rents, enforce any lease provisions and other benefits thereof whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Beneficiary shall be liable to account only for such rents and other benefits actually received by Beneficiary. Notwithstanding the appointment of any receiver or other custodian, Beneficiary shall be entitled as pledgee to the possession and control of any cash, deposits, and instruments at the time held by, or payable or deliverable under the terms of this Deed of Trust to Beneficiary.

5.6 Suits to Protect the Property. Beneficiary shall have the power and authority, but shall have no obligation, to institute and maintain any suits and proceedings as Beneficiary may deem advisable (a) to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Deed of Trust; (b) to preserve or protect its interest in the Property; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be otherwise prejudicial to Beneficiary's interest.

5.7 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding affecting Trustor, its creditors or its property, Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim or other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire Secured Obligation due and payable by Trustor under the Guarantee, this Deed of Trust, and any other instrument or document securing the Guarantee, or otherwise heretofore or hereafter executed in connection with the Secured Obligation hereunder, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Trustor after such date.

VI. Miscellaneous Provisions

6.1 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

6.2 Joint and Several Liability. If Trustor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

6.3 Applicable Law. This Deed of Trust shall be governed by Nevada law.

6.4 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

6.5 Statute of Limitations. To the extent permitted by law, Trustor hereby waives the right to plead the statute of limitations as a defense to any and all obligations secured by this Deed of Trust.

6.6 Substitution of Trustee. Beneficiary, or any successor in ownership of any Secured Obligation hereby may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

6.7 Waiver of Marshaling. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property shall be sold in the event of any sale under this Deed of Trust. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

6.8 Time of Essence. Time is of the essence of this Deed of Trust.

6.9 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

6.10 Notices. Trustor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Trustor as Debtor under the Uniform Commercial Code. Beneficiary's address given below is the address for Beneficiary as Secured Party under the Uniform Commercial Code.

Addresses Where Notices to
Trustor Are to be Sent:

Nevada H&C Distilling Company, LLC
418 West Mesquite Avenue
Las Vegas, Nevada 89106
Attn: Jonathan Hensleigh, Managing Member

Address Where
Notices to BeneficiaryAre to be Sent:

City Parkway V, Inc.
c/o City of Las Vegas - EUD
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attn: William Arent, Director

6.11 Statutory Covenants. Where not inconsistent with the above, the following covenants, Nos. 1; 2 (full replacement value); 3; 4 (fifteen percent (15%) per annum); 5; 6; 7 (a reasonable percentage); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

6.12 Interpretation

(a) Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender shall include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "*include(s)*" means "*include(s), without limitation*," and the word "*including*" means "*including, but not limited to*."

(b) The word "*obligations*" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

(c) No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

SIGNATURE ON NEXT PAGE

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing the day and year first above written.

TRUSTOR:

NEVADA H&C DISTILLING COMPANY
a Nevada limited liability company

By:_____
Jonathan Hensleigh

Its:_____
President

STATE OF_____)
) SS
COUNTY OF_____)

This instrument was acknowledged before me on _____ by _____.

(Signature of Notarial Officer)

(Seal, if any)

(My Commission Expires_____)

EXHIBIT F-1

LEGAL DESCRIPTION

[To be inserted]

EXHIBIT G

FORM OF GRANT, BARGAIN AND SALE DEED

APN:

RECORDING REQUESTED BY:
City Parkway V, Inc.

AFTER RECORDATION MAIL TO,
AND SEND TAX BILLS TO:
NEVADA H&C DISTILLING CO., LLC
418 West Mesquite Avenue
Las Vegas, Nevada 89106

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, City Parkway V, Inc., a Nevada non-profit corporation ("Grantor"), hereby grants, bargains and sells to Nevada H&C Distilling Company, whose address is 418 West Mesquite Avenue, Las Vegas, Nevada 89106 ("Grantee"), all right, title, and interest in the real property ("Property") legally described on Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS THEREOF, Grantor has caused this instrument to be executed as of _____.

GRANTOR:

CITY PARKWAY V, INC.

By: _____
Elizabeth N. Fretwell, President

Attest: _____
Scott D. Adams, Secretary

Approved as to form:

_____
Date

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2016, by Elizabeth N. Fretwell, President of City Parkway V, Inc.

_____
NOTARY PUBLIC

Exhibit A to Grant Bargain and Sale Deed

Legal Description

[To be added by CPV]

EXHIBIT H

BILLBOARD LEASE

See attached.

SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN CITY PARKWAY V, INC. AND
CBS OUTDOOR, LLC

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment"), entered into as of the 20th day of Aug, 2014, by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("Lessor"), and CBS OUTDOOR, LLC, a Delaware corporation ("Lessee"). Landlord and Tenant are individually referred to as "Party" and collectively referred to herein as "Parties."

RECITALS

WHEREAS, the Parties are parties to that certain Lease Agreement initially between Viacom Outdoor, Inc., as lessee, and City Parkway IV A, Inc., as lessor, dated July 6, 2004, as amended by that First Amendment dated July 1, 2014, between City Parkway V Inc. and CBS Outdoor, LLC (collectively, the "Lease Agreement"), under which the Lessee leases from Lessor a portion of certain real property located at 301 W. Mesquite, Las Vegas, Nevada, Clark County Assessor Parcel Number: 139-27-401-031, shown on the Site Map, Exhibit "A" attached hereto and hereby incorporated into this Second Amendment ; and

WHEREAS, the current term of the Lease Agreement will expire on August 31, 2014 and the Parties mutually desire (i) to extend the term of the Lease Agreement for a five (5) year period and (ii) to modify the annual rent and monthly rent payable by Lessee under the Lease.

NOW, THEREFORE, the Parties agree to amend the Lease Agreement as follows:

1. Effective Date. This Second Amendment shall be effective as of September 1, 2014.

2. Term. The Term of the Lease Agreement is hereby extended to August 31, 2019 ("Extension Period").

3. Rent. The Parties agree that the annual rent for the Extension Period shall be as follows:

Period			monthly	annual
Year 1	9-1-2014 – 8-31-2015	$	2,750.00	33,000.00
Year 2	9-1-2015– 8-31-2016	$	2,750.00	33,000.00
Year 3 – 3% escalation	9-1-2016 – 8-31-2017	$	2,832.50	33,990.00
Year 4	9-1-2017 – 8-31-2018	$	2,832.50	33,990.00
Year 5	9-1-2018 – 8-31-2019	$	2,832.50	33,990.00

4. Effect. Except as provided in this Second Amendment, the Lease Agreement remains in full force and effect. In the event of any conflict between the terms of this Second Amendment and the Lease Agreement, this Second Amendment shall govern and control.

5. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Licensee warrants that it has disclosed, on the form attached as Exhibit "B" hereto, all principals, including partners, of Lessee, as well as all persons and entities holding more than a 1% interest in Lessee, or any principal of Lessee. If Lessee, or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and

Exchange Commission (SEC) or the Employee Retirement Income Act (ERIA), and attaches current copies of such federal disclosures to Exhibit "B," attached hereto and hereby incorporated into this Second Amendment the requirement of this Section shall be satisfied.

6. Counterparts. This Second Amendment 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.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Second Amendment on the day and year first above written.

CITY PARKWAY V, INC.
("Lessor")

By: _____
Elizabeth N. Fretwell, President

Attest: _____
Scott D. Adams, Secretary

Approved as to form:

_____
Date
8-6-14

CBS OUTDOOR, LLC
("Lessee")

By: _____

Title: _____

Exchange Commission (SEC) or the Employee Retirement Income Act (ERIA), and attaches current copies of such federal disclosures to Exhibit "B," attached hereto and hereby incorporated into this Second Amendment the requirement of this Section shall be satisfied.

6. Counterparts. This Second Amendment 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.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Second Amendment on the day and year first above written.

CITY PARKWAY V, INC.
("Lessor")

By: _____
Elizabeth N. Fretwell, President

Attest:

Scott D. Adams, Secretary

Approved as to form:

M. Quinlan Esq.
Date

8-6-14

CBS OUTDOOR, LLC
("Lessee")

By: _____

Title: CHRIS STEINBACHER
V.P. REAL ESTATE
WEST COAST

EXHIBIT A

301 W. Mesquite Ave Map

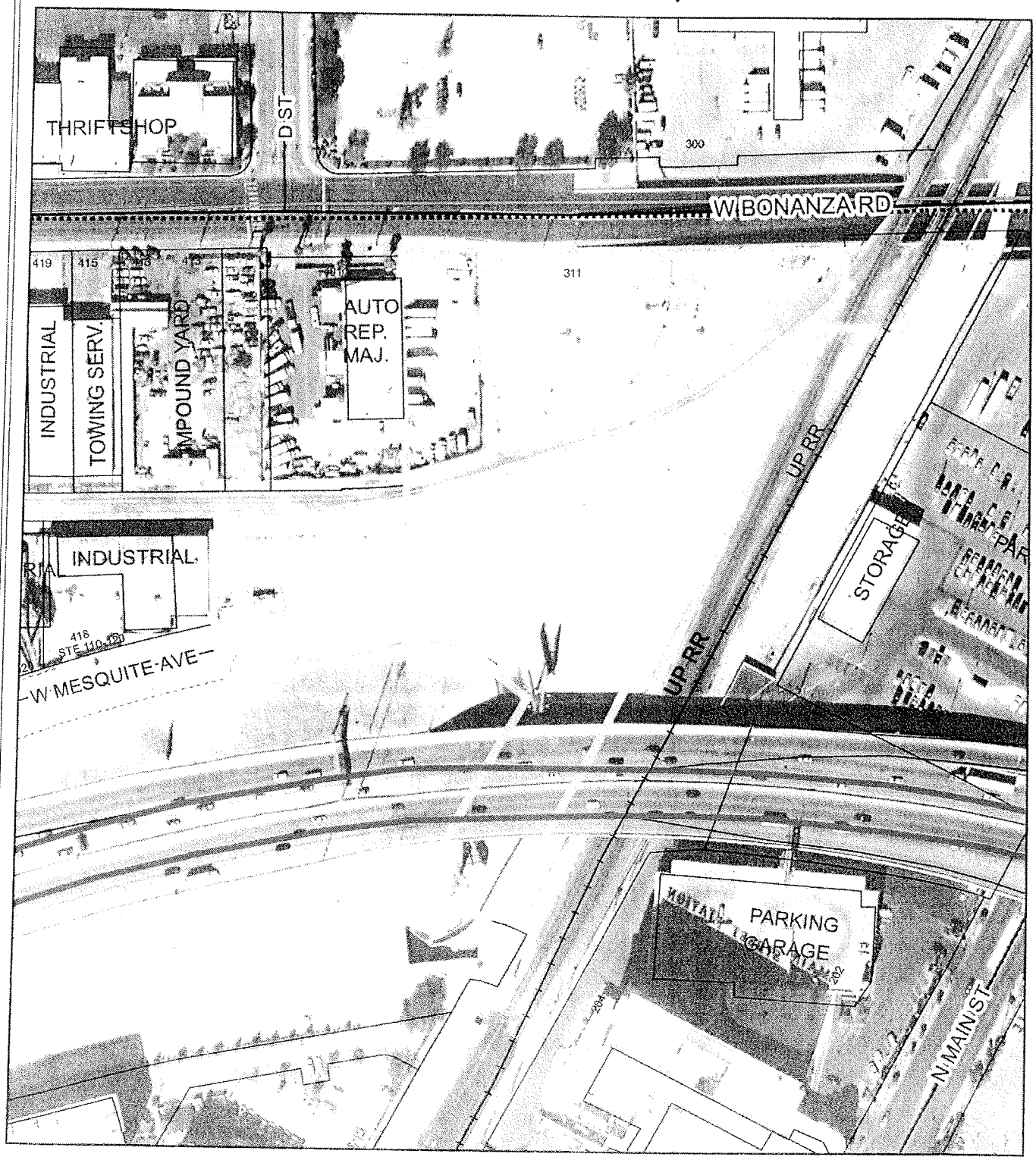


EXHIBIT B

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"*City*" means the City of Las Vegas.

"*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

"*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 company – 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
Name: CBS Outdoor LLC
Address: 405 Lexington Avenue
New York, NY 10174
Telephone: 212-2976500
EIN or DUNS: 46-4042148

Block 2 Description

Outdoor Advertising Lease with respect to property located at 301 W. Mesquite Avenue in the City of Las Vegas, State of Nevada, APN 139-29-401-031

Block 3 Type of Business

☐ Individual ☐ Partnership ☑ Limited Liability Company ☐ 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. CBS Outdoor American Capital LLC owns 100% of the stock of CBS Outdoor LLC. It is the indirect wholly-owned subsidiary of CBS Outdoor Americas Inc, a publicly traded company. The following are the Principals of CBS Outdoor LLC:

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Tarang Amin CEO	405 Lexington Avenue New York NY 10174	212-297-6400
2.	Donald Shassian EVP/CFO	405 Lexington Avenue New York NY 10174	212-297-6400
3.	Jeffrey Kelly President/CEO	3500 S. 48th St. Suite 220 Phoenix, AZ 85040	602-240-9509
4.	Raymond Nowak EVP/CAO/CFO	405 Lexington Avenue New York NY 10174	212-297-6400
5.	Richard Sauer EVP/General Counsel	405 Lexington Avenue New York NY 10174	212-297-6400
6.	Theodore Story VP Corporate International CBS Outdoor	405 Lexington Avenue New York NY 10174	212-297-6400
7.	David Posy SVP/Deputy General Counsel	405 Lexington Avenue New York NY 10174	212-297-6400

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: ____

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.

David H. Posy
Name

10.25.14
Date

Subscribed and sworn to before me this 25th day of June, 2014

Notary Public

ERIC DAVIS
Notary Public, State of New York
No. 02DA6083590
Qualified in Kings County
Commission Expires November 18, 2014

FIRST AMENDMENT TO LEASE BETWEEN CITY PARKWAY V, INC. AND CBS OUTDOOR, LLC

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") entered into as of the 1st day of July, 2014, by and between CITY PARKWAY V, INC. a Nevada non-profit corporation ("Lessor"), and CBS OUTDOOR, LLC, a Delaware Limited Liability company ("Lessee"). Landlord and Tenant individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the Parties are parties to that certain Lease Agreement initially between Viacom Outdoor, Inc., (Lessee) and City Parkway IV A, Inc. (Lessor) dated July 1, 2004 under which Lessee leases a portion of certain real property located at 301 W. Mesquite, Las Vegas, Nevada, Clark County Assessor Parcel Number: 139-27-401-031, shown on the Site Map, Exhibit "A" attached hereto and incorporated herein by this reference, to Lessee, (the "Lease");

WHEREAS, Lessor by assignment is now the lessor under the Lease and Lessee by assignment is the lessee under the Lease; and

WHEREAS, the Parties desire to extend the term of the Lease for two (2) months.

NOW, THEREFORE, the Parties agree to amend the Lease as follows:

1. Any capitalized terms contained herein that are not defined herein shall have the same meaning as set forth in the Lease.

2. The Parties agree that the Term is hereby extended to August 31, 2014.

3. All other provisions of the Lease's dated July 1, 2004 that are not inconsistent herewith shall remain in full force and effect.

4. Disclosure of Principals: Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Licensee warrants that it has disclosed, on the form attached as Exhibit "B" hereto, all principals, including partners, of Lessee, as well as all persons and entities holding more than a 1% interest in Lessee, or any principal of Lessee. If Lessee, or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERIA), and attach current copies of such federal disclosures to Exhibit "B," the requirement of this Section shall be satisfied.

5. This First Amendment 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.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this First Amendment as of the day and year first above written.

CITY PARKWAY V, INC.
("Lessor")

By: _____
Elizabeth N. Fretwell, President

Approved as to form:

_____ 6-30-14
Date

CBS OUTDOOR, LLC
("Lessee")

By: _____

Title: _____

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.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this First Amendment as of the day and year first above written.

CITY PARKWAY V, INC.
("Lessor")

By: _____
Elizabeth N. Fretwell, President

Approved as to form:

_____
Date

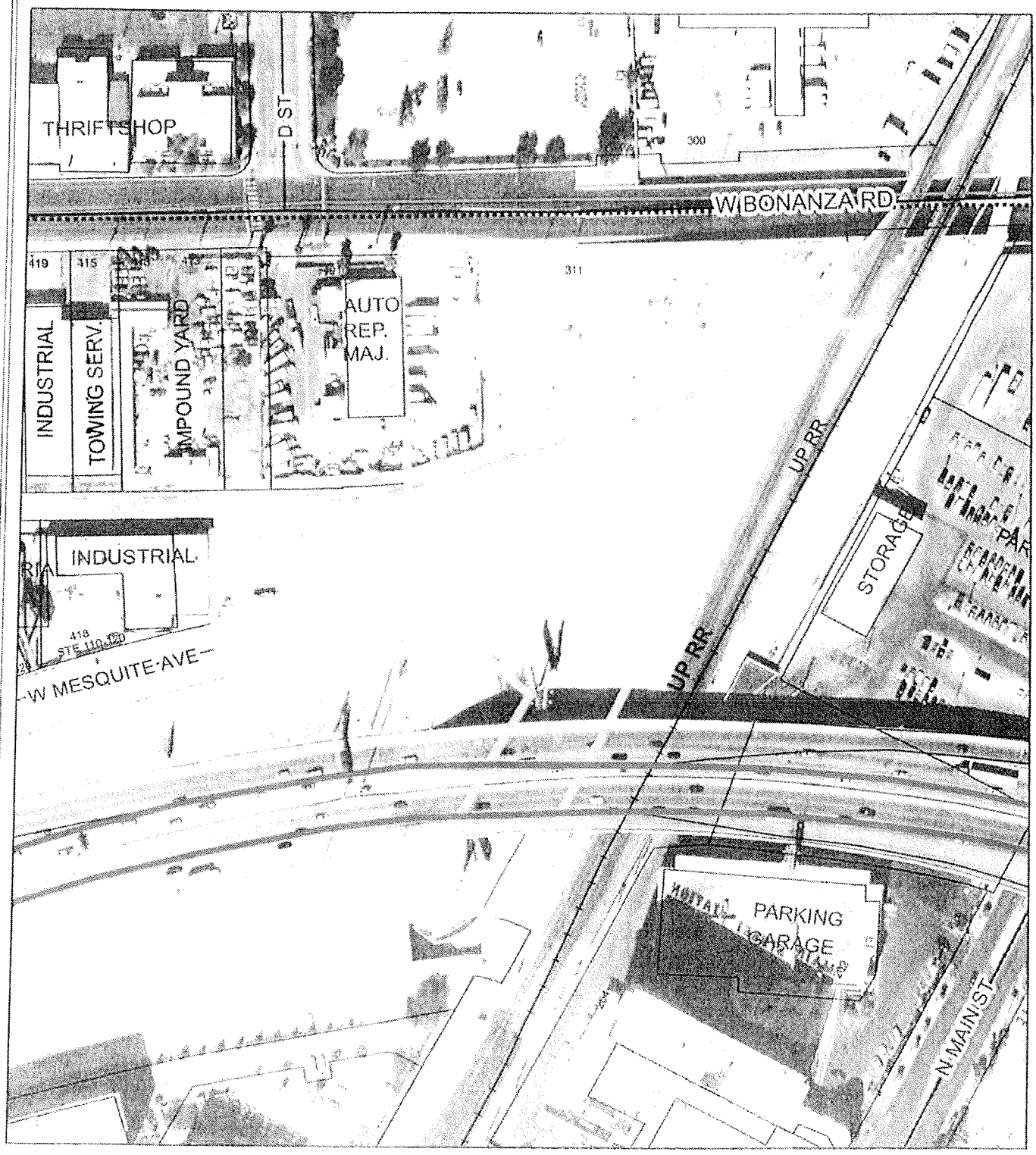
CBS OUTDOOR, LLC
("Lessee")

By: _____

Title: CHRIS STEINBACHER
V.P. REAL ESTATE
WEST COAST

EXHIBIT A

301 W. Mesquite Ave Map



LEGEND

301 W. Mesquite

N

EXHIBIT B

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

"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

"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 company – 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
Name CBS Outdoor LLC
Address 405 Lexington Avenue
New York, NY 10174
Telephone 212-297-6500
EIN or DUNS 46-4042148

Block 2 Description

Outdoor Advertising Lease with respect to property located at 301 W. Mesquite Avenue in the City of Las Vegas, State of Nevada, APN 139-27-401-031

Block 3 Type of Business

☐ Individual ☐ Partnership ☑ Limited Liability Company ☐ 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. CBS Outdoor Americas Capital LLC owns 100% of the stock of CBS Outdoor LLC, it is the indirect wholly-owned subsidiary of CBS Outdoor Americas Inc, a publicly traded company. The following are the Principals of CBS Outdoor LLC:

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Tommy Kiela CEO	405 Lexington Avenue New York, NY 10174	212-297-6400
2.	Donald Srassian EVP/CFO	405 Lexington Avenue New York, NY 10174	212-297-6400
3.	Kelly Kelly President/ COO	2150 E. 48th St Suite 200 Phoenix, AZ 85040	602-240-9509
4.	Raymond Nowak EVP/CAO & CFO	405 Lexington Avenue New York, NY 10174	212-297-6400
5.	Richard Sauer EVP/General Counsel	405 Lexington Avenue New York, NY 10174	212-297-6400
6.	Theodore Siry VP International CFO/Corporate Development	405 Lexington Avenue New York, NY 10174	212-297-6400
7.	David Posy SVP/Deputy General Counsel	405 Lexington Avenue New York, NY 10174	212-297-6400

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: ____

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.

David H. Posy
Name

10.25.14
Date

Subscribed and sworn to before me this 25th day of June, 2014

Notary Public

ERIC DAVIS
Notary Public, State of New York
No. 02DA6083590
Qualified in Kings County
Commission Expires November 18, 2014

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease" or "Agreement") is made and entered into this 16th day of July, 2008, by and between CITY PARKWAY IV A INC., a Nevada non-profit corporation ("Lessor") and CBS OUTDOOR INC., a Delaware corporation ("Lessee"). The date of this Agreement shall be that date which the City Council of the City of Las Vegas ("City") approves the execution of this Agreement.

RECITALS

A. Lessor is the owner of certain real property (the "Property") located at 301 W. Mesquite Avenue in the City of Las Vegas, State of Nevada, APN 139-27-401-031 as depicted on Exhibit "A" attached hereto.

B. Lessor and Lessee are parties to that certain Lease Agreement dated July 6, 2004 (the "Current Lease"), whereby Lessee leases the Property from Lessor for the purpose of owning and operating the v-shaped outdoor advertising sign (the "Billboard")

C. Lessor and Lessee desire to amend and restate the Current Lease in order to, among other things, (i) extend the term, (ii) amend the rental payable thereunder, (iii) more accurately define the leased premises, and (iv) provide for the replacement of the Billboard with LED Display(s) ("Digital Display", which defined term is incorporated into the term "Billboard" referenced throughout this Agreement).

NOW, THEREFORE, LESSOR AND LESSEE AGREE AS FOLLOWS:

1. Lease. Lessor agrees to permit Lessee to lease a portion of the Property on an exclusive basis, and Lessee accepts the right so to lease a portion of the Property, as depicted on the Site Map in Exhibit "A" (herein the "Leased Premises") upon and subject to the terms and conditions hereinafter set forth (the "Lease"). This Agreement grants a lease to use Leased Premises only as set forth in Section 5 of this Agreement and does not convey any other property interest whatsoever.

2. Term. The term of the Lease granted in Section 1 shall commence as of the first date on which rental shall be payable following the date that Lessee shall complete the construction of the Digital Display(s) at the Leased Premises, as evidenced by the final inspection (the "Commencement Date") and shall continue until the date that shall be the tenth (10^{th}) anniversary of the Commencement Date (the "Expiration Date"), unless terminated earlier pursuant to the terms of this Agreement (the "Term"). The Lease provided by this Agreement shall continue in full force and effect for its Term and thereafter for subsequent successive like terms, unless terminated at the end of such Term, or any successive like term, upon written notice by Lessor or Lessee sent by certified or registered mail served not less than (90) days before the end of such Term or subsequent like term.

3. Commencement Date. This Agreement shall become effective on the Commencement Date. Prior to the Commencement Date, the Current Lease shall remain in full force and effect. Upon the occurrence of the Commencement Date the parties hereto agree that the Current Lease shall terminate (the "Current Lease Termination Date") and neither party shall have any further obligations to the other party thereunder. Any rent payable under the terms of the Current Lease shall be prorated as of the Current Lease Termination Date.

4. Consideration. Upon the occurrence of the Effective Date:

a) LESSEE shall pay to LESSOR rental of the greater of (i) Base Rent (as defined below), payable monthly in advance, beginning on the Commencement Date and on the fifth (5^{th}) day of each month during the Term thereafter, or (ii) an amount equal to 20% of the Annual Net Revenue (as defined herein). "Annual Net Revenue" shall mean all income derived on the sign located on the Leased Premises during the lease year, less any commissions paid by Lessee to any advertising agency, not to exceed 16 2/3%. The percentage shall be calculated at the end of each lease year, and in the event the percentage exceeds the annual Base Rent, Lessee shall pay such additional sums within sixty (60) days thereof. LESSEE shall provide to LESSOR full and accurate statement of revenue calculation sheet at the end of every lease term year.

b) Base rental rates ("Base Rent") to be as follows:

Years 1 – 3 Base Rent:

Yearly: $ 55,000 / Monthly: $4,583

Years 4 – 10 Base Rent:

Yearly: $ 60,000 / Monthly: $5,000

c) Lessee shall contribute public service advertising equivalent to a minimum of Fifteen Thousand Dollars ($15,000) per year. The time and ad placement with respect thereto shall be at the sole discretion of the Lessee and at all times subject to availability and general market coverage.

5. Use of Property. Lessor shall lease the Leased Premises to Lessee for the purpose of erecting, constructing, installing, placing, operating and maintaining Lessee's Billboard thereon including supporting structures, illumination facilities and connections, service ladders and other appurtenances and ancillary equipment all such parties are hereby granted the right to so use the Property subject to this Agreement. At all times, Lessee and/or its agents shall have the right of vehicular and pedestrian ingress and egress to and from the Leased Premises over and across the Property or any other property owned or controlled by Lessor for (i) all purposes reasonably necessary for the erection, construction, installation, placing, operating, maintaining, servicing and removal of the Billboard, (ii) the right to provide or establish electrical power to the Billboard (at LESSEE's sole expense), and (iii) the right to place incidental and ancillary equipment thereon. Lessee shall materially comply with all government rules, regulations, ordinances, statutes and laws, and all covenants, conditions and restrictions pertaining to the Property and/or the development of the Property by Lessor or authorized third parties. Notwithstanding the foregoing in no event shall any development of the Property by Lessor unreasonably interfere with Lessee's use of the Property as set forth herein.

6. Improvement. Lessee shall pay for any improvement constructed for the Lessee's use on the Leased Premises. Any improvement constructed or installed (not including routine copy

change) shall be reasonably approved by the Lessor in advance. Notwithstanding the foregoing, Lessor hereby consents to the replacement of Lessee's current billboard structure located on the Leased Premises with a Digital Display as long as the Digital Display is consistent with SDR-26889 application and specifications set forth on Exhibit C attached hereto and made a part hereof. The final specifications for the Digital Display(s) and the plans for the actual construction thereof shall remain subject to Lessor's reasonable approval. Lessee shall pay to improve the Leased Premises, restore the Leased Premises or Property used for ingress and egress, and move the location if necessary. Lessee shall return the Leased Premises and the Property, including landscaping and driveways (if any), to its prior condition at the conclusion of the Term of the Agreement (normal wear and tear excepted), unless otherwise approved by Lessor.

7. Ownership/End of Term. This agreement is a Lease (not a License). The Billboard currently located at the Leased Premises, and all sign(s), structure(s), improvements and appurtenances thereto placed on the Leased Premises (and any permits related thereto) hereafter by or for Lessee, its agent or predecessor (including but not limited to the Digital Display) shall at all times remain the property of Lessee, and Lessee shall have the right to remove the same at any time during the Term of the Lease (as the same may be extended), or, for Sixty (60) days after the expiration or termination of the Lease (the "Removal Date"). At Lessee's election, if Lessee removes its Billboard, only the above grade portions of said Billboard shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the Leased Premises by Lessee. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then Lessee shall not be obligated to remove its Billboard from the Leased Premises until sixty (60) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation.

8. Taxes. Lessee shall pay the real estate taxes and special assessments which are assessed against the Leased Premises during the Term that are directly related to Lessee's site improvements or use of the Property.

9. Dust Abatement. Lessee will be required to apply and/or restore the dust palliative chemical, or other dust control method, prior, during and after use of the Leased Premises and Property as required by Environmental Protection Agency, Clark County Health District and Department of Air Quality Control Management standards.

10. Maintenance. Lessee shall keep and maintain the Leased Premises in good order, condition and repair, keep the Property free from waste, claims and liens. Lessee shall protect any well heads that may exist on the Property and shall be responsible for repairing any damage to any well heads resulting from Lessee's use of the Property.

11. Utilities. If applicable, Lessee shall pay all charges for water, gas, garbage service, telephone and all other services or utilities supplied to the property. Lessee agrees to pay all electrical power costs used in conjunction with its sign(s).

12. Compliance with Applicable Laws, Ordinances. The parties acknowledge and understand that certain laws and ordinances govern the subject Billboard, specifically, Las Vegas Municipal Code Section 19.14.100, as amended from time to time, which regulates the height,

location and the area of off-premises signs. As of the Commencement Date, the provisions of LVMC Section 19.14.100 (C) (5) do not allow another off-premise sign to be closer than 750 feet of any other off-premise sign along the same frontage, such as the Billboard at its present location.

13. Visibility. It is the understanding of the parties that visibility of the Billboard to the traveling public is an essential part of this Lease. Lessor shall not cause nor permit Lessee's Billboard to be obscured from visibility to the traveling public along US-95. Lessor grants Lessee the right, at its sole cost and expense, to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions on the Property north of US-95 and south of the UPRR rail spur, which limits the visibility of the Billboard. Lessee agrees to notify Lessor at least five (5) days prior to Lessee's proposed removal of any obstruction pursuant to this Section.

14. Authority/Liens. Lessor warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if Lessee shall pay the rent provided for herein, Lessee shall and may peaceably and quietly have, hold and enjoy use of the Leased Premises for the Term of this Lease. The Lessor shall execute and record a Notice of Non-responsibility pursuant to NRS 108.234 following execution of this Agreement.

15. Successors and Assigns. Lessor agrees to notify Lessee of any change of (i) ownership of the Property or the Leased Premises, or (ii) Lessor's mailing address within seven (7) days of such change. Lessor shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property or the Leased Premises and Lessee shall not assign its interest under this Lease or any part thereof except to an entity that controls, is controlled by, or under common control with, Lessee or to a party who purchases title to the subject Billboard provided, however, this sentence shall not preclude a collateral assignment of Lessor's or Lessee's interest under this Lease to an established financial institution as, and part of, a bonafide loan transaction nor shall it preclude an assignment by Lessee to any entity controlling, controlled by, or under control with, Lessee.

16. Ancillary Use. Lessee, at its sole option and cost and expense shall have the right to add any ancillary use subject to Lessor's prior reasonable approval to its Billboard, including but not limited to routing necessary underground lines and telecommunications devices.

17. Insurance. Lessee shall, prior to entering upon the Property, at its sole cost and expense, procure and maintain in full force and effect insurance in the following forms and types and in amounts not less than the following:

a. Broad Form Commercial $2,000,000 per occurrence/$4,000,000 aggregate General Liability to include bodily injury, Property damage, personal injury and advertising liability)

b. Insurance required to be maintained by Lessee hereunder shall be in companies holding a "General policyholder's Rating" of A VII or better, as set forth in the most current issue of "Best's Insurance Guide." Lessee shall deliver to Lessor, prior to entering upon the Property, original certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Lessor.

Lessee shall, within thirty (30) days prior to the expiration, cancellation or reduction of such policy, furnish Lessor with a renewal or "binder" thereof. Lessor shall be named as an additional insured on such policy.

c. Workers' Compensation coverage is required with statutory limits under NRS Chapter 616 and Employer's Liability coverage in the amount of $1,000,000. A Waiver of Subrogation endorsement shall be provided.

18. Security. Lessee shall be responsible for securing and/or providing security for the Billboard throughout the Term.

19. Leases, Permits. Lessee agrees to obtain any required licenses, permits or approvals that may be required through Lessor, the City of Las Vegas, the Clark County Health District or any other applicable governmental entity. Any such permits shall at all times remain the property of Lessee.

20. Lessor's Right of Entry. Lessor and its authorized agents and representatives may enter the Property at any time for any reasonable purpose provided that Lessor shall make reasonable efforts to minimize interference with Lessee's use of the Property as permitted by this Agreement.

21. Assignment and Sublease. Lessee shall have no right to assign, sublease, mortgage, pledge, or otherwise encumber this Lease in whole or in part without first obtaining Lessor's approval, which shall not be unreasonably withheld, conditioned or delayed. Lessor shall have the right to assign this Lease, in whole or in part subject to a Ninety (90) day written notification to Lessee.

22. Default by Lessee. The following shall constitute an event of default by Lessee:

a. Failure to perform, when required, any non-monetary obligation of Lessee hereunder within five (5) days after Lessee receives written notice thereof from Lessor.

b. Failure to pay the consideration required in Section 3.

In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in 14 days, the defaulting party may continue such cure past 14 days from notice provided it commences such cure within fourteen days from notice and pursues such cure to completion.

23. Termination. In the event that, in Lessee's sole opinion; (a) Lessee is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) Lessee's Billboard on the Leased Premises become entirely or partially obstructed or destroyed; (d) the view of Lessee's

Billboard is obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) the advertising value of the Billboard is impaired or diminished; (f) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Billboard; (g) Lessee is prevented from maintaining electrical power to the Leased Premises or illuminating its Billboard; (h) Lessee finds that, in Lessee's sole opinion, the continued maintenance/operation of the Billboard is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to Lessor's Property; (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then Lessee shall, at its option, have the right to terminate this Lease upon sixty (60) days notice in writing to Lessor and LESSOR(S) shall refund to Lessee any rental payment paid in advance for the remainder of the un-expired term.

24. Notices. Any and all notices and demands by or from Lessor to Lessee, or by or from Lessee to Lessor, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepared, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given two (2) Days after mailing or upon receipt, whichever is sooner.

To Lessor:	City Parkway IV A Office of Business Development 400 Stewart Avenue, Las Vegas, NV 89101 Attn: Scott D. Adams, Vice President & Chief Operating Officer
To Lessee:	Chris Steinbacher Director of Real Estate CBS Outdoor, Inc. Western Region 1731 Workman St. Los Angeles, California 90031

25. No Partnership. Nothing contained in this Agreement, nor any acts of the parties hereto, shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee other than the relationship of Lessor and Lessee.

26. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Lessee warrants that it has disclosed, on the form attached hereto as Exhibit "B" all principals, including, partners of Lessee, as well as all persons and entities holding more than 1% interest in Lessee and or any principal or Lessee. Throughout the term hereof, Lessee shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

27. Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of the Agreement, nor in any way affect this Agreement.

28. Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement.

29. Exhibits. All Exhibits referred to above form a part of, and are incorporated in, this Agreement.

30. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon Lessor or Lessee as a warranty or otherwise.

31. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one and the same instrument. This Agreement may be executed by a facsimile of the signature of any party, with the facsimile signature having the same force and effect as if this Agreement had been executed by the actual signature of any party.

32. Indemnification. Lessee shall indemnify and hold Lessor, its officers, directors, managers, employees and agents harmless from any and all claims, demands, causes of action, judgments, liabilities, losses, costs and expenses including attorneys' fees, liens, charges and encumbrances of any kind whatsoever in connection with, arising out of or by reason of the use of the Leased Premises and Property by Lessee or in connection with any failure to comply with any provision of this Agreement, or in connection with, arising out of or by reason of any act, omission or negligence of Lessee while in, upon or in any way connected with the Property; or arising from any accident, injury or damage, howsoever caused, to any person or property whatsoever occurring upon, about or in any way connected with the Leased Premises and Property. Lessee shall at its sole cost and expense, obtain the discharge and release of any lien, charge or encumbrance filed of record within fifteen (15) days after the filing of the same. Nothing contained herein shall prevent Lessor, at the cost and for the account of Lessee, from at anytime obtaining such discharge and release in the event Lessee shall fail or refuse to do so. Lessee's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be obtained by Lessee pursuant to the provisions of this Agreement to the extent such policies cover the results of negligent acts of Lessee or Lessor or their respective officers, affiliates, agents, contractors or employees, or the failure of Lessee to perform any of its obligations under this Agreement."

. . .
. . .
. . .
. . .
. . .

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

CITY PARKWAY IV A, INC.

By: _____
Douglas A. Selby, President

Approved as to form:

_____ 7/1/08
Date

CBS OUTDOOR, INC.

By: _____
Chris Steinbacher

Its: Director of Real Estate

LESSOR ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 21 day of July, 2008, Douglas Selby before me personally appeared and executed the foregoing agreement on behalf of the City of Las Vegas.

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2010

NOTARY PUBLIC
My commission expires: Nov. 25, 2010

LESSEE ACKNOWLEDGEMENT

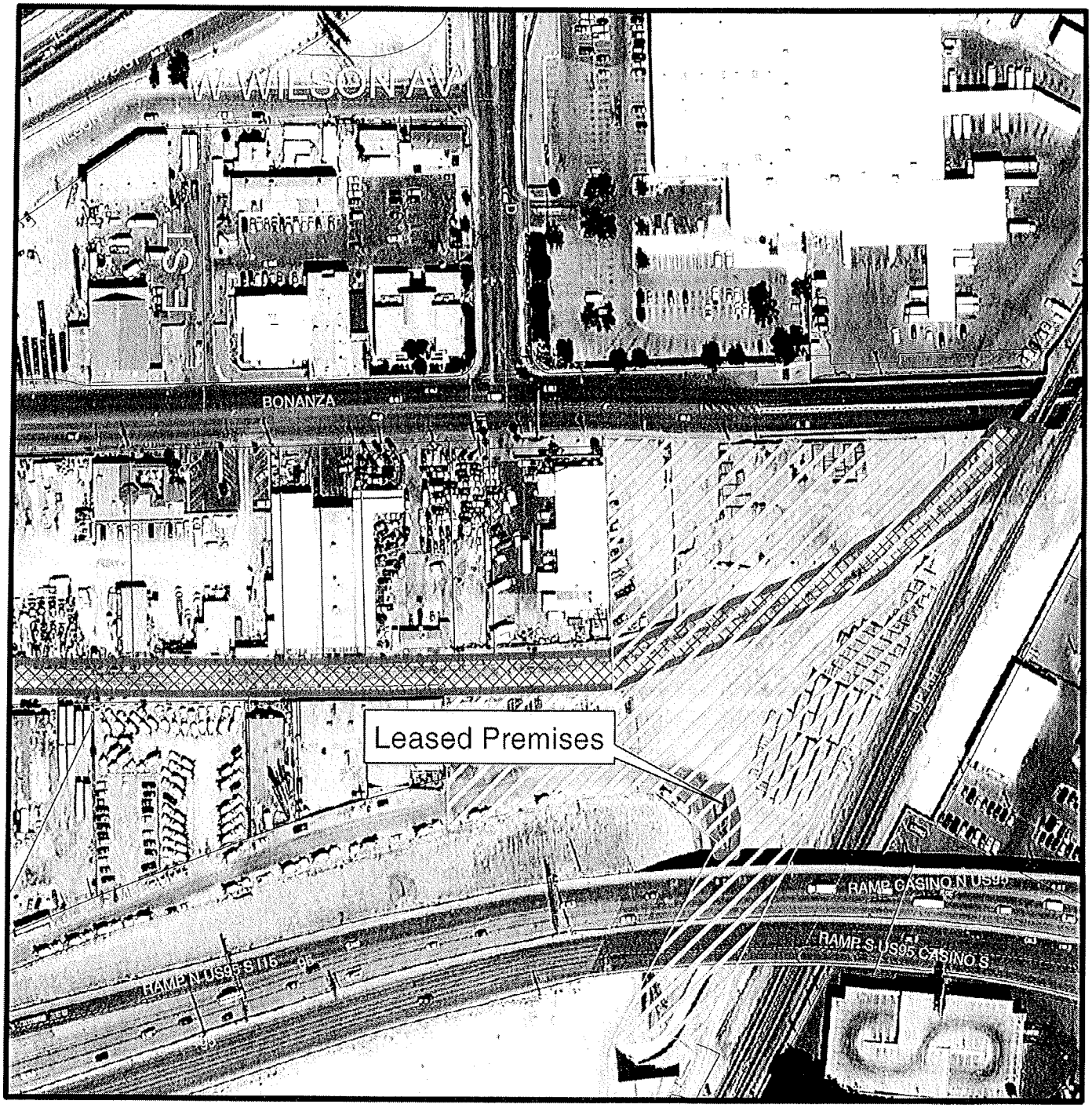
STATE OF California)
) ss:
COUNTY OF Los Angeles)

On this 2 day of July, 2008, Chris Steinbacher before me personally appeared and executed the foregoing agreement on behalf of CBS Outdoor.

SHERYL A. BAUMANN
Commission # 1625260
Notary Public - California
Los Angeles County
My Comm. Expires Nov 29, 2009

NOTARY PUBLIC
My commission expires: 11-29-09

Exhibit A



Legend

City Parkway IV - A

UP Rail Spur

Billboard Site

APN: 139-27-401-031

0 105 210 420 Feet

May 28, 2008

N
W E
S

EXHIBIT "B"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

"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.

"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 company – 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
Name CBS Outdoor, Inc
Address 405 Lexington Avenue, New York, NY 10174
Telephone 212-297-6500
EIN or DUNS 86-0736400

Block 2 Description
Subject Matter of Contract/Agreement
Outdoor Advertising Lease with respect to property located at 301 W. Mesquite Avenue in the City of Las Vegas, State of Nevada, APN 139-27-401-031
RFP#

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company X 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.	Wally Kelly/President & CEO	3150 S. 48th Street – Suite200 Phoenix, AZ 85040	640-246-9569
2.	Louis Briskman/EVP & Secretary	51 W. 52nd Street New York, NY 10019	212-975-4915
3.	Raymond Nowalk/EVP & CFO	405 Lexington Avenue New York, NY 10017	212-297-6580
4.	Richard Sauer/EVP, General Counsel & Asst. Secretary	405 Lexington Avenue New York, NY 10017	212-297-6532
5.	Theodore Siry/EVP, Controller & Asst. Secretary	405 Lexington Avenue New York, NY 10017	212-297-6477
6.	David Posy/Senior EVP & Asst. Secretary	405 Lexington Avenue New York, NY 10017	212-297-6508
7.			
8.			

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: _____.

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

5/12/08
Date

Subscribed and sworn to before me this 12 day of May, 2008

Notary Public

SHERYL A. BAUMANN
Commission # 1626260
Notary Public - California
Los Angeles County
My Comm. Expires Nov 29, 2009

EXHIBIT "C"

DIGITAL DISPLAY

1. LOCATION DESCRIPTION:

   HWY. 95 N/L W/O MAIN ST.

2. A portion of APN # 139-27-401-031 (301 W. MESQUITE AVE.)

3. STURCTURE TYPE: Reference: SDR-26889

   MONOPOLE 14'X48' DOUBLE SIDED "V" STRUCTURE (80' OVERALL HEIGTH) WITH (2) ELECTRONIC LED DISPLAY FACES.

4. STRUCTURE LOCATION:

   CURRENT STRUCTURE IS BUILD AT THE SOUTHWEST CORNER OF THE SUBJECT PROPERTY ABUTING I-95 RIGHT-A WAY

CITY PARKWAY IV A, INC.

An Affiliate of the City of Las Vegas

January 6, 2006

~~VIA CERTIFIED MAIL~~

Mr. Scott D. Carper
Senior Real Estate Asset Manager
Viacom Outdoor
1731 Workman Street
Los Angeles, CA 90031

Subject: Viacom Billboard Lease/Folder 1649-60, Signboard 960813
Viacom Billboard Lease 13 DIV.112/Display 02 1000/021001

Dear Mr. Carper:

This letter will also serve as correction to the rental rate listed in my letter dated December 28, 2005. Monthly rent was payable in the amount of $2,000 a month from July 1, 2004, to June 30, 2005.

The three percent (3%) increase of $720 has been invoiced beginning July 1, 2005 through June 30, 2006 at the rate of $2,060.00 per month.

My office has consulted with our Finance Department to ensure prompt billing. If you have any questions, please feel free to contact our office. Thank you for cooperation in this matter.

Sincerely,

Scott D. Adams
Director
Office of Business Development

cc: Steven van Gorp, Redevelopment Manager
Scott Carter, Development Project Analyst
Barbara Alvarez, Accounting Technician II/Finance
Chron/Project files
Shawn Paulsen, Viacom Outdoor Market Manager

400 Stewart Avenue – Las Vegas, NV 89101 – Phone (702) 229-6551 – Fax (702) 385-3128

CITY PARKWAY IV A, INC.

An Affiliate of the City of Las Vegas

December 28, 2005

VIA CERTIFIED MAIL

Mr. Scott D. Carper
Senior Real Estate Asset Manager
Viacom Outdoor
1731 Workman Street
Los Angeles, CA 90031

Subject: Viacom Billboard Lease/Folder 1649-60, Signboard 960813
Viacom Billboard Lease 13 DIV.112/Display 02 1000/021001

Dear Mr. Carper:

The City of Las Vegas has recently performed a field check regarding the City Parkway IV A Inc. land on which one or two Viacom billboards were believed to be in existence. Because of the uncertain placement and operation of Viacom's signboard/s, two of my employees confirmed the existence of one billboard on City Parkway IV A land on December 23, 2005.

Although there is no notice on file from Viacom to cancel the October 7, 1998 lease, the site visit confirmed the existence of a single Viacom billboard. Therefore, per, Articles 2B Term and 3A Rental, I will advise our Finance Department to stop the $4,500 quarterly billing for Viacom Billboard Lease/Folder 1649-60, Signboard 960813.

We are aware this has been a complicated matter, beginning with the land ownership changing from Union Pacific Railroad Company Systems, Inc. to the City of Las Vegas, and transfer of land to the City Parkway IV A Inc. name. Likewise, it is my understanding that the billboard company has changed from names from Outdoor Systems, Inc. to Infinity, and is now known as Viacom Outdoor.

This letter will also serve as confirmation of the single billboard on City Parkway IV A Inc. land (Viacom Billboard Lease 13 DIV.112/Display 02 1000/021001see attached map), as noted in the July 6, 2004, lease. The monthly rent began at $2,000 a month, with a three percent (3%) annual increase, now payable at the rate of $2,121.80 a month. The lease is due to end July 5, 2009, and it does allow the option for one successive like term.

If you have any questions, please feel free to contact our office. Thank you for cooperation in this matter.

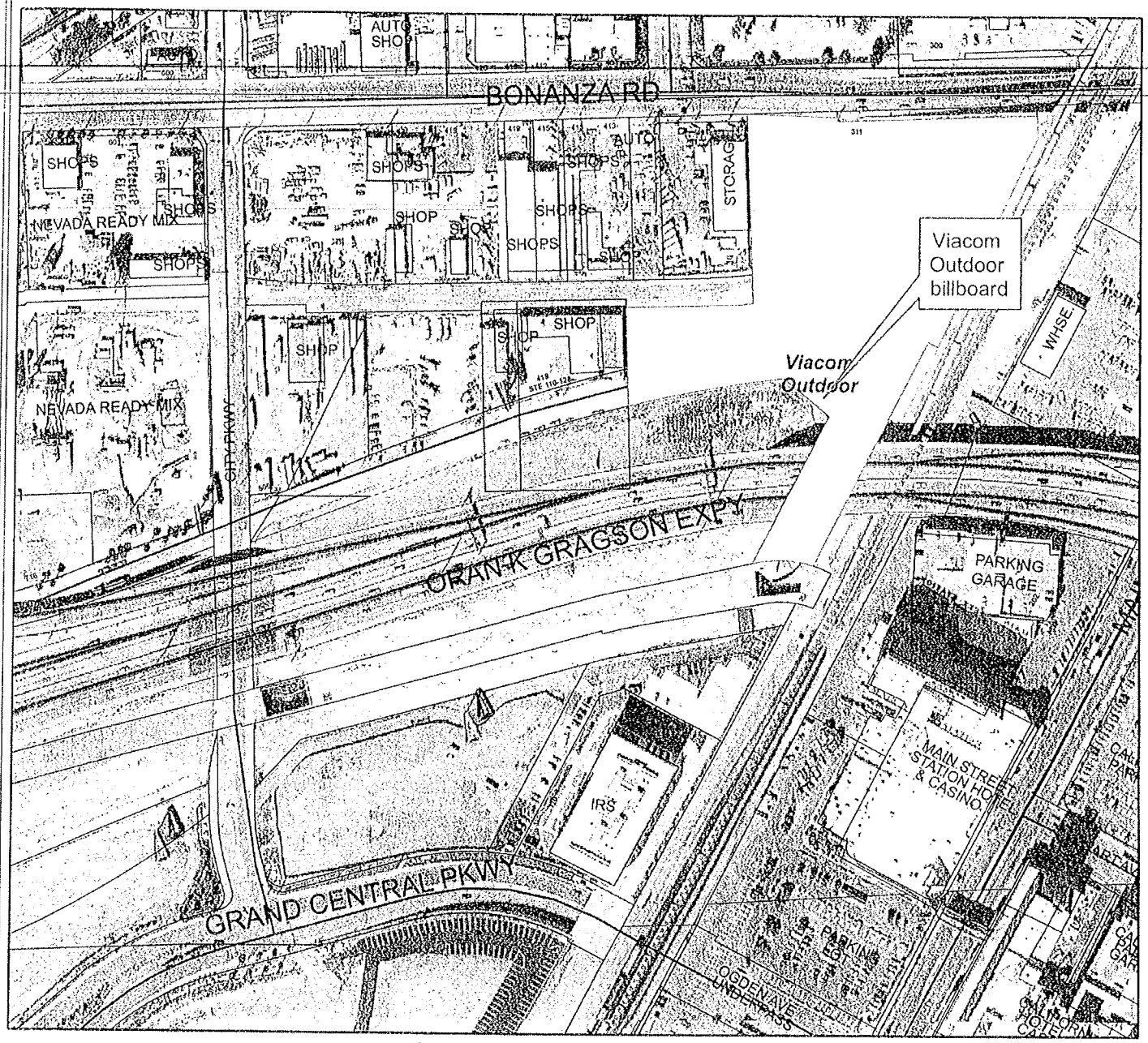
Sincerely,

Scott D. Adams
Director
Office of Business Development

cc: Steven van Gorp, Redevelopment Manager
Scott Carter, Development Project Analyst
Barbara Alvarez, Accounting Technician II/Finance
Chron/Project files
Shawn Paulsen, Viacom Outdoor Market Manager

400 Stewart Avenue – Las Vegas, NV 89101 – Phone (702) 229-6551 – Fax (702) 385-3128

Vicinity Map



0 390 780

Feet

Information Technologies

N

Created by: OBD Dec 27 2005

Due to continuous development activity
this map is for reference only.

VIACOM
OUTDOOR

VIACOM OUTDOOR INC.

DATE: July 6, 2004
SIZE: 14'x48'
REP NAME: D Scott

LEASE NO. 13 DIV. 112
VENDOR NO. LV0015
DISPLAY NO. 02 1000 / 02 1001

SIGN LOCATION LEASE

1. CITY PARKWAY IV A INC. (hereinafter called LESSOR), hereby leases and grants exclusively to VIACOM OUTDOOR INC. (hereinafter called LESSEE) the premises presently occupied by LESSEE'S sign (with free access to and upon same) described as: 139-27-401-031 in the City of Las Vegas, County of Clark, in the State of Nevada, commencing on July 1, 2004 (The Commencement Date), for the purpose of erecting, constructing, installing, placing, operating, and maintaining LESSEE'S advertising sign(s) thereon including supporting structures, illumination facilities and connections, service ladders and other appurtenances and ancillary equipment.

2. LESSEE shall pay to LESSOR rental of TWENTY FOUR THOUSAND & NO/100 Dollars ($24,000.00) per year, payable in monthly installments of TWO THOUSAND & NO/100 Dollars ($2,000.00) beginning on the Commencement Date. The annual rent will increase by Three Per Cent (3%) each succeeding year of the lease on the anniversary of the Commencement Date. Rental payments shall be limited to one (1) check per payment payable to no more than two (2) payees.

3. LESSOR warrants that LESSOR is the OWNER of the above-described real estate and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE's sign(s) at the sole discretion of LESSEE. All such permits shall always remain the property of LESSEE.

4. LESSEE shall save the LESSOR harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its sign(s) on the premises.

5. This agreement is a Lease (not a License), and all sign(s), structure(s), improvements and appurtenances thereto placed on the premises by or for the LESSEE, its agent or predecessor, shall remain the property of the LESSEE and LESSEE shall have the right to remove the same at any time during the term of the Lease or, for a reasonable period after the expiration of the Lease. If LESSEE removes it's structure(s), only above grade portions of said structure(s) shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the premises by LESSEE.

6. The term of this Lease will be Five (5) years beginning on the Commencement Date. This Lease shall continue in full force and effect for its term and thereafter for One (1) subsequent successive like term unless terminated at the end of such term, or any successive like term, upon written notice by the LESSOR or LESSEE sent by certified or registered mail served not less than ninety (90) days before the end of such term or subsequent like term.

7. In the event that all or any part of the Property is acquired or sought to be acquired by any entity having or delegated the power of eminent domain, Lessee shall, at it's election and it's sole discretion, be entitled to: (i) contest the acquisition or defend against the taking of Lessee's interest in the Property; (ii) relocate the outdoor advertising structure and appurtenances onto any portion of the Property not acquired or not to be acquired; and/or (iii) be compensated from any award or consideration payable by the acquiring entity for all costs, damages and value loss incurred by Lessee relating to its leasehold, as improved with the outdoor advertising structure. Lessor may not terminate this lease under any right or circumstance if the Property has been taken or is threatened to be taken by eminent domain, or if the Property is conveyed to any entity or it's agent with eminent domain authority. No contemporary or subsequent modification of this Lease or the foregoing sentence shall be effective unless it specifically references this paragraph and the foregoing sentence.

8. In the event that, in LESSEE's sole opinion; (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the premises for outdoor advertising purposes; (c) LESSEE's sign(s) on the premises become entirely or partially obstructed or destroyed; (d) the view of LESSEE's signs are obstructed or impaired in any way by any object or growth on the premises or on any neighboring premises; (e) the advertising value of the structure(s) is impaired or diminished; (f) there occurs a diversion of traffic from, or a change in, the direction of traffic past the structure(s); (g) LESSEE is prevented from maintaining electrical power to the premises or illuminating its sign(s); (h) LESSEE finds that, in LESSEE's sole opinion, the continued maintenance/operation of the structure(s) is impractical or uneconomical; (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to terminate this Lease upon thirty (30) days notice in writing to LESSOR and LESSOR shall refund to LESSEE any rental payment paid in advance for the remainder of the un-expired term.

9. LESSEE agrees to pay all electrical power costs used in conjunction with its sign(s).

10. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by a Vice President, General Manager or Regional Director of Real Estate who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the property site(s). This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE.

11. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR agrees to notify LESSEE of any change of ownership of the premises related hereto or of LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this lease or any part thereof except to a party who purchases the underlying fee title to premises and LESSEE shall not assign its interest under this Lease or any part thereof except to a party who purchases title to the subject sign structure(s) provided, however, this sentence shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bonafide loan transaction nor shall it preclude an assignment by LESSEE to any entity controlling, controlled by or under control with LESSEE.

12. All rents to be paid pursuant to this Lease and all notices are to be forwarded to the undersigned LESSOR at the address noted below the LESSOR's signature. Rental payments shall be deemed received by LESSOR upon deposit by LESSEE with the United States Postal Service.

VIACOM
OUTDOOR

13. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in 14 days, the defaulting party may continue such cure past 14 days from notice if it commences such cure within fourteen days from notice and pursues such cure to completion.

14. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge, and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.

15. To the extent permitted by applicable law, Lessor hereby waives any statutory right to a landlord's lien or any other lien on any property of Lessee located on the premises.

16. Lessee shall have the absolute unencumbered right to trim, cut or remove any trees or other vegetation or any other debris from Lessor's property, which in any way impairs the operation or maintenance of lessee's sign(s) or the view thereof.

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

FOR LESSOR:

CITY PARKWAY IV A INC.

BY: Douglas Kelley

President
Title

DATE: 9-13-04

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

FOR LESSEE:

VIACOM OUTDOOR INC.

BY: Steve Chut

VP
Title

DATE: 8/9/04

EXECUTED by the LESSEE in the presence of

Who is hereby requested to sign as witness.

BY: _____

Title

DATE: _____

Attest:

By _____
BARBARA JO RONEMUS, City Clerk

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

88-6000198
LESSOR'S SOCIAL SECURITY/TAX I.D. NO.

LESSOR'S MAILING ADDRESS:

P.O. BOX 98801
Street Address

LAS VEGAS
City

NEVADA
State

89101
Zip

(702) 229-6011
Telephone Number

(702) 386-9108
Fax Number

APPROVED AS TO FORM:
_____ 7/27/04
Date

EXHIBIT I

FORM OF ASSIGNMENT OF LEASE

ASSIGNMENT OF LEASE

This Assignment of Lease ("*Assignment*") is entered into as of the _____ day of _____, 2016 ("*Effective Date*") by and between City Parkway V, Inc., a Nevada non-profit corporation ("*Assignor*") and Nevada H&C Distilling Company, a Nevada limited liability company ("*Assignee*"). Assignor and Assignee are individually referred to herein as a "*Party*" and collectively referred to herein as "*Parties*".

WHEREAS:

A. Concurrently with the execution and delivery of this Agreement, Assignor has sold and conveyed to Assignee that certain real property described on Exhibit "A" attached hereto pursuant to that certain Purchase and Sale Agreement entered into between the Parties dated _____, 2016 (the "*Agreement*").

B. Pursuant to the Agreement, Assignor has agreed to assign its interest as landlord under that billboard lease attached hereto on Exhibit "B" (the "*Lease*") and Assignee has agreed to assume the interest of Assignor as landlord under the Lease.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns all of its right, title and interest in the Lease as of the Effective Date. Assignee hereby assumes all of Assignor's right title and interest in the Lease as of the Effective Date.

2. Indemnity.

(a) Assignee shall indemnify and hold harmless Assignor from and against any and all demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim arising under the Lease after the Effective Date.

(b) Assignor shall indemnify and hold harmless Assignee from and against any and all demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim arising under the Lease prior to the Effective Date.

3. Miscellaneous.

(a) Severability. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be

invalidated, it shall be deemed to be severed from this Assignment and the remaining provisions shall remain in full force and effect.

(b) Governing Law. The interpretation and enforcement of this Assignment shall be governed in all respects by the laws of the State of Nevada.

(c) Captions. The captions contained in this Assignment are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

(d) Counterparts. Each counterpart of this Assignment shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Assignment may be accomplished by facsimile transmission of this Assignment. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

(e) No Third Party Beneficiaries. Nothing in this Assignment shall confer to any third party any rights or remedies under or by reason of this Agreement.

(f) Entire Agreement. This Assignment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Assignment includes Exhibit "A" through Exhibit "B", inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Assignments intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Assignment 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.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

CITY PARKWAY V, INC., a Nevada non-profit corporation	NEVADA H&C DISTILLING COMPANY, LLC., a Nevada limited liability company
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Date

Exhibit A to Assignment of Lease

DESCRIPTION OF PROPERTY

[To be inserted]

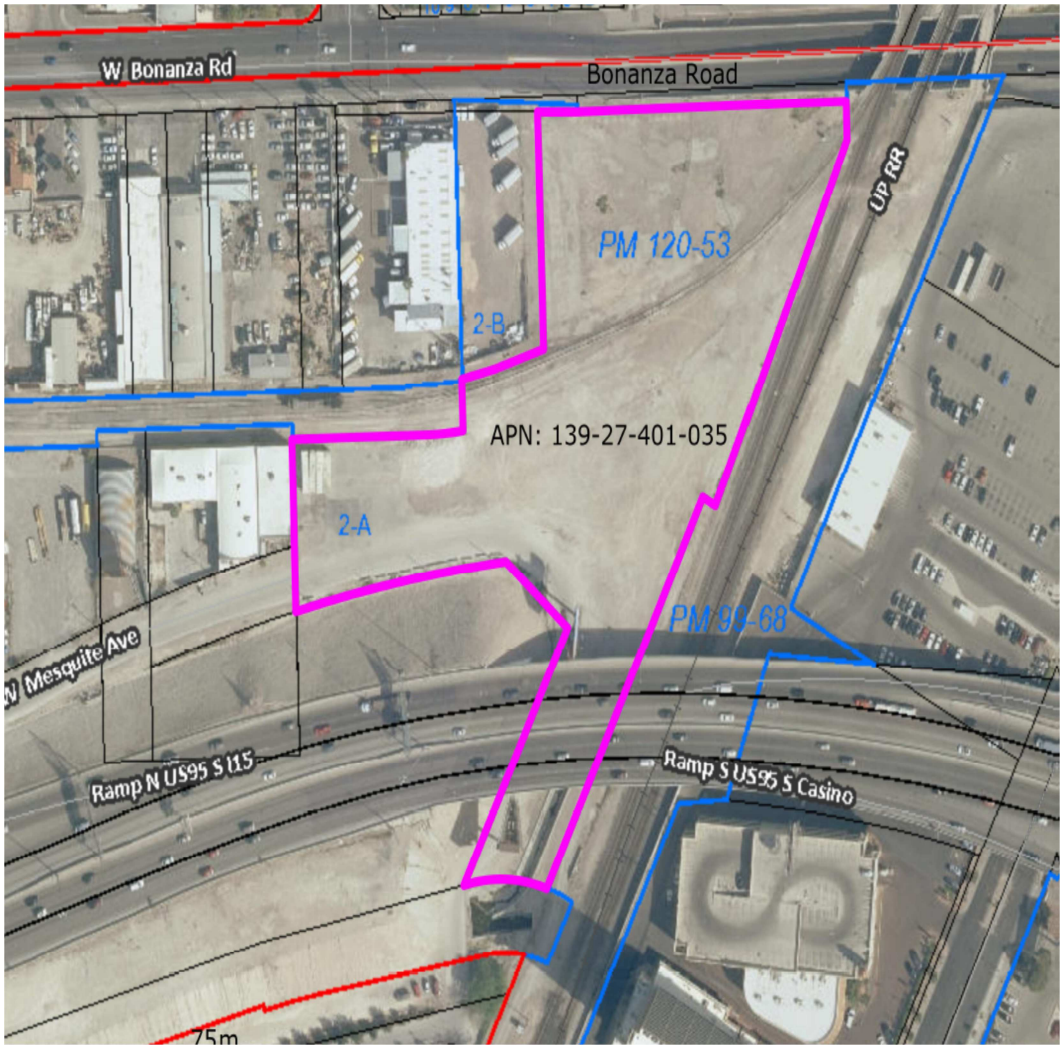
Exhibit B to Assignment of Lease

LEASE

[To be inserted]

SITE MAP

APN: 139-27-401-035



City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding the Fiscal Year 2017 Tentative Budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency - All Wards [NOTE: This item will be heard after the Planning Discussion items]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and review of the Fiscal Year 2017 Tentative Budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency with a focus on projected revenues and allow Council the opportunity to provide guidance relative to appropriation levels and resource priorities.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Discussion for possible action regarding the approval of a Medical Marijuana Dispensary Establishment License CLARK NMSD, LLC dba NUVEDA at 1324 South Third Street - Ward 3 (Coffin)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion for possible action regarding the approval of a Medical Marijuana Dispensary Establishment License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting. If approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Ownership and Conditions
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: regarding the approval of a Medical Marijuana Dispensary Establishment License CLARK NMSD, LLC dba NUVEDA at 1324 South Third Street

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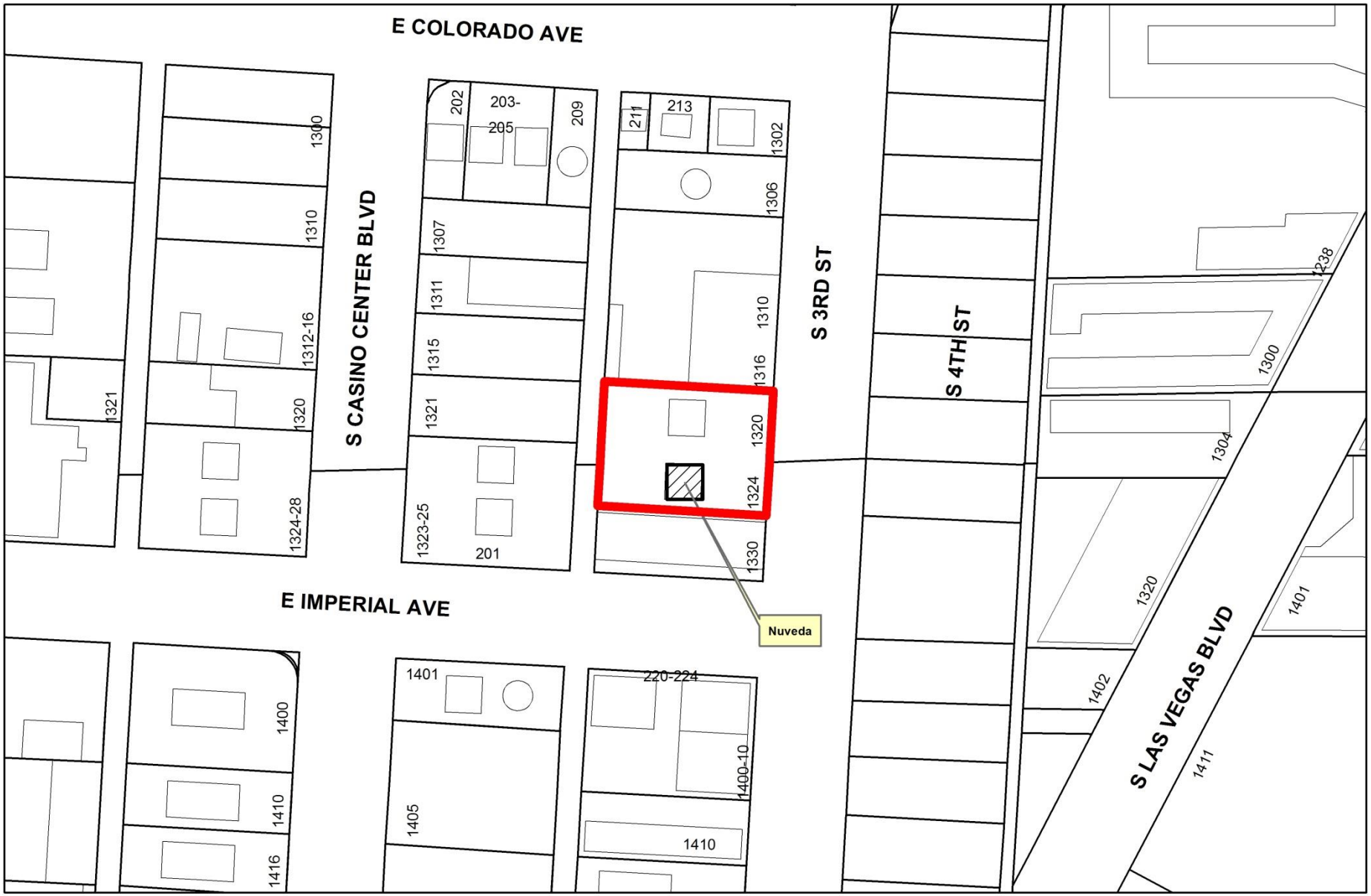
OWNERSHIP:

CLARK NMSD, LLC
Nuveda LLC, Managing Member
Pejman Bady, Managing Member
Pouya Mohajer, Managing Member
Shane Terry, Managing Member
Jennifer Goldstein, Managing Member
Joseph Kennedy, Managing Member
John Penders IV, Managing Member
Ryan Winmill, Managing Member

CONDITIONS:

1. All operational plans must remain in compliance with Title 6.95 as approved by the Director on October 21, 2015. Any amendments must be approved by the City prior to implementation.
2. Advertising and product list are limited to plans approved by the Director dated October 21, 2015.
3. First time inventory of useable medical marijuana product must be reported to the Department 24 hours prior to receipt.
4. Testing laboratory results must be submitted and reviewed by the Department prior to the sale of first time product.
5. All cultivation or production facilities used to obtain medical marijuana must be properly licensed with the City of Las Vegas.
6. Signage approved by the Director must be posted to identify that it is illegal to consume marijuana in any public location or commercial area.
7. Must operate in compliance with Title 6.95, all policies and regulations of the state regulating authority and of the Planning Department.
8. Must maintain conformance with all conditions of approval of the Special Use Permit (SUP-55264) and Site Development Plan Review (SDR-55265) any amendments thereto.
9. Must maintain conformance with all conditions of approval of the Downtown Design Review Committee for Special Use Permit (SUP-55265) and any amendments thereto.



Nuveda
1324 South Third Street
Ward 3

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, September 29, 2015

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-19-2016 - Discussion for possible action regarding a Resolution finding that the proposed sale of vacant land to Nevada H&C Distilling Company, LLC, (NV H&C) totaling 131,607 square feet that is a part of 301 West Mesquite Avenue (portion of APN 139-27-401-035) is for purposes of economic development and redevelopment - Ward 5 (Barlow) [Note: This item is related to Item 47]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The purpose of this resolution is for a finding that the proposed sale of vacant land to NV H&C, a Nevada limited liability company, is for the purposes of economic development and redevelopment and in the best interest of the public. NV H&C is a distillery currently located at 418 West Mesquite Avenue and is purchasing from City Parkway V, Inc., approximately 3.02 (131,607 square feet) for the expansion of their facility which will included the construction of a new corporate headquarters, a larger manufacturing facility and a storage facility, with all necessary fencing and landscaping improvements. NV H&C's purchase of the vacant land will retain this business in the city and allow for business expansion and creation of new jobs.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-19-2016
2. Public Purpose Impact Analysis

RESOLUTION NO. R-19-2016

RESOLUTION FINDING THE PURCHASE AND SALE AGREEMENT BETWEEN CITY PARKWAY V, INC. AND NEVADA H&C DISTILLING COMPANY, LLC CONCERNING THE PROPOSED SALE OF 131,607 SQUARE FEET OF VACANT LAND THAT IS A PART OF 301 WEST MESQUITE AVENUE (portion of APN 139-27-401-035) IS IN THE BEST INTEREST OF THE PUBLIC

WHEREAS, City Parkway V, Inc. owns 131,607 square feet of land that is part of 301 West Mesquite Avenue (the "Property") and further described in Exhibit "A" of the PURCHASE AND SALE AGREEMENT BETWEEN CITY PARKWAY V, INC. AND NEVADA H&C DISTILLING COMPANY, LLC ("Agreement); and

WHEREAS, City Parkway V, Inc. desires to sell the Property to Nevada H&C Distilling Company, LLC for the purposes of business retention, business expansion and job creation which contribute to the City's efforts to revitalize the central core of downtown Las Vegas by retaining at least 2 direct jobs in downtown Las Vegas and facilitating the creation of up to 28 direct jobs; and

WHEREAS, the proposed sale is for an amount that is equal to the highest appraised value of the Property as determined by two appraisals, an amount which is the fair market value; and

WHEREAS, Nevada Revised Statutes 268.063 authorizes the City to sell, lease or otherwise dispose of property for purposes of economic development without offering it to the public, if the City Council finds, by resolution, that it is in the best interests of the public to do so; and

WHEREAS, the proposed sale of the Property to Nevada H&C Distilling Company, LLC qualifies under the above-referenced statute as a sale for purposes of economic development because it will:

Provide for the support, retention or expansion of existing commercial enterprises; and

Thereby create and retain opportunities for employment for residents of the City; and

WHEREAS, the presence of Nevada H&C Distilling Company, LLC, as a corporate entity to be located in the city of Las Vegas, will contribute significantly to the potential for successful economic development of the Property and downtown Las Vegas, a potential that may not be as great if the Property is offered to the public.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City Of Las Vegas that has determined that the sale of the Property without offering it to the public is for purposes of economic development and is in the best interests of the public and, that the Agreement is hereby approved .

PASSED, ADOPTED AND APPROVED THIS ____ day of _____, 2016.

CITY OF LAS VEGAS ("City")

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

Michael Nicholas
_____
Counsel to the City

3-24-16

Public Purpose/Impact Analysis

Title of Projects:
Purchase and Sale Agreement between City Parkway V, Inc. (CPV) and Nevada H&C Distilling Company, LLC (Nevada H&C)

Project Description:
Nevada H&C is a distillery business at 418 W. Mesquite Ave. that has been a Ward 5 stakeholder since 2011. Nevada H&C is purchasing 131,607 square feet of vacant land from CPV that is adjacent to its business (Site). Selling the Site to Nevada H&C, will: 1) Retain this business in the city; 2) Allow room for business expansion; and, 3) Facilitate the creation of new jobs.

Sponsor/Developer: Nevada H&C Distilling Company, LLC

Assistance provided by City and or RDA?: City Parkway V, Inc. (a non-profit corporation owned by the city of Las Vegas)

Cite Pertinent Statutes for Public Purpose: N.R.S. 268 and N.R.S 361

How does project benefit the public:

- Provides for the support, retention or expansion of existing commercial enterprise; and,
- Creates and retains opportunities for employment for residents of the City.

Quantitative Economic Benefits:

The land sale will provide up to $516,000 in sale proceeds to CPV that could be used to support local government activities and potentially provide the following economic impacts:

- Up to $88,000 of interest income over 8 years;
- Estimated $3,000,000 from construction and $2,620,000 annually from operations in direct economic impact;
- Estimated $514,716 from construction and $610,368 annually from operations in indirect economic impact; and,
- Estimated $838,128 from construction and $182,158 annually from operations in induced economic impact.

No. of direct jobs created: Estimated 20 full-time jobs from construction and 28 full-time jobs from operations

No. of direct jobs retained: 2 permanent jobs

Private investment: Estimated capital investment for new buildings, site improvements and utility upgrades of $3,000,000 over 38 months.

Public investment: From $36,000 to $330,120 as a Developer Credit for Utility Improvements, the amount of which will depend upon the actual cost for constructing either sewer improvements or a septic system for the Site. Land is being sold at the high appraised value of $3.92 per square foot

after the real estate appraiser's reductions for multiple encumbrances that come with the land. In addition, seller-financing is being provided by CPV at market rate terms.

Total direct economic impact: Estimated $3,000,000 from construction and $2,620,000 annually from operations.

Total indirect economic impact: Estimated $514,716 from construction and $610,368 annually from operations.

Economic impact study performed (yes/no)? No

Return on Investment Analysis performed (yes/no)? No

Impact Summary NV H&C Distilling Construction Copyright 2016 Minnesota IMPLAN Group, Inc.

Impact Type	Employment		Labor Income		Total Value Added		Output
Direct Effect	20	$	1,159,184	$	1,526,631	$	3,000,000
Indirect Effect	3	$	180,493	$	276,780	$	514,716
Induced Effect	6	$	264,738	$	494,718	$	838,128
Total Effect	**29**	**$**	**1,604,415**	**$**	**2,298,129**	**$**	**4,352,844**

Impact Summary NV H&C Distilling Operations

ImpactType	Employment		Labor Income		Total Value Added		Output
Direct Effect	30	$	90,224	$	691,082	$	2,620,000
Indirect Effect	3	$	202,816	$	320,557	$	610,368
Induced Effect	1	$	57,541	$	107,549	$	182,158
Total Effect	**34**	**$**	**350,580**	**$**	**1,119,188**	**$**	**3,412,525**

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM - For Possible Action - AUDIT OVERSIGHT COMMITTEE - Craig Rosevear, Term Expiration, 9-5-2016 (Resigned)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The City of Las Vegas Audit Oversight Committee was created by City Council Resolutions R-49-98 and R-117-98 for the purpose of overseeing various aspects of the City's internal audit function. Two members must be specifically identified members of the City Council and three members must be from the community-at-large. Mr. Rosevear resigned from the board in September and a replacement must be named. There is no City residency requirement and no limit to the number of two year terms which may be served.

RECOMMENDATION:
Procedure for this Committee requires appointment/reappointment by the Mayor with ratification by the City Council. Options are:
Appoint a new community-at-large member to fill the seat and begin a two-year term.

BACKUP DOCUMENTATION:
Current Listing and Authority

12/15/2015

AUDIT OVERSIGHT COMMITTEE

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1) COUNCILMAN BOB COFFIN	6/5/2013 (Reapp. 5/20/2015)	6/5/2017
2) COUNCILMAN BOB BEERS	5/20/2015	5/20/2017
3) GREG HEADLEE Certified Public Accountant/Auditor Southwest Gas Corporation	5/7/2014	5/7/2016
4) ANNETTE CARRO Certified Public Accountant/Certified Fraud Examiner Stewart Archibald and Barney, LLP	8/6/2014	8/6/2016
5) VACANT		

AUTHORITY: Created by Resolution R-49-98, 5-26-98 (Member Amendment - Resolution R-117-98, 12-7-98).
(By-Laws Amended 8/17/2004 by Audit Oversight Committee; removed term limits.)

MEMBERS: 5 MEMBERS appointed by the Mayor subject to ratification by the City Council
(Two specifically identified members of the City Council and three members of the community-at-large)

TERM: Members shall each serve a term of two years, or until a successor is appointed. No limit to number of terms. Members may be removed and replaced by the Mayor, subject to Council ratification

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIRED

PURPOSE: The Committee shall have responsibility and authority to perform the following:

- Review and evaluate public reports generated by the internal audit function;
- Evaluate the general effectiveness of the audit program no less often than annually;
- Discuss potential audit assignments and give direction to the City Manager and City Auditor concerning current assignments and anticipated assignments for the upcoming twelve months;
- As individual Committee members and as deemed appropriate, interview applicants for the position of City Auditor and, as a Committee, provide recommendations with regard to the appointment;
- Provide recommendations concerning potential changes to the City Charter concerning the audit function;
- Oversee and reinforce compliance to the City's Internal Audit Policy; and
- Provide such other guidance as necessary in promoting the effectiveness of the audit function.

MEETINGS: The Committee shall meet with the City Auditor and City Manager not less than once per quarter; meetings are subject to the provisions of the Open Meeting Law.

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2016-17 - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The Neighborhood Partners Fund Board was established through Council action in June of 1998 to review Neighborhood Partners Fund applications and make funding recommendations to the City Council. The Neighborhood Partners Fund program is designed to assist the residents of the city of Las Vegas to improve the quality of life in their communities. In 2010, the bylaws were amended as a housekeeping measure to clarify that members need not be City residents. Procedure for this Board is appointment by Mayor and City Council.

RECOMMENDATION:
Appointments: Ward 1 Staff Designee - Anne Kilponen;
Ward 1 Neighborhood Rep -Brian Knudsen; Ward 3 Staff Designee - Maria Norero;
Ward 4 Staff Designee -Anthony Ruggiero

Reappointments: Mayor's Designee -Greg Toussaint; Ward 2 Staff Designee -Vicky Skilbred;
Ward 2 Neighborhood Rep - Sherese Holmes; Ward 3 Neighborhood Rep - Lance Kirk;
Ward 4 Neighborhood Rep - Beth Borysewich; Ward 5 Staff Designee - Tanya Jackson-Renter;
Ward 5 Neighborhood Rep -AJ Powell; Ward 6 Neighborhood Rep - Larry Schultz;
Ward 6 Staff Designee - Christine Kramar.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Current Listing and Authority

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2016
DEPARTMENT: CITY CLERK
ITEM DESCRIPTION: Discussion for possible action on the appointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2016-17 - All Wards

FY 2016-2017 Neighborhood Partners Fund Board	
Representative	**Board Member**
Mayor or his designee	Greg Toussaint
Ward 6 Mayor Pro Tem Staff Designee	Christine Kramar
Ward 6 Mayor Pro Tem Neighborhood Representative	Larry Schultz
Ward 1 Staff Designee	Anne Kilponen
Ward 1 Neighborhood Representative	Brian Knudsen
Ward 5 Staff Designee	Tanya Renter-Jackson
Ward 5 Neighborhood Representative	(Mrs.) AJ Powell
Ward 4 Staff Designee	Anthony Ruggiero
Ward 4 Neighborhood Representative	Beth Borysewich
Ward 3 Staff Designee	Maria Norero
Ward 3 Neighborhood Representative	Lance Kirk
Ward 2 Staff Designee	Vicky Skilbred
Ward 2 Neighborhood Representative	Sherese Holmes

4/01/2015

NEIGHBORHOOD PARTNERS FUND BOARD

MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
1) GREG TOUSSAINT **MAYOR GOODMAN' S DESIGNEE**			3/16/2011	3/30/2016
2) KIMBERLY REID **CITY COUNCIL - WARD 1** **STAFF DESIGNEE**			3/16/2011	3/30/2016
3) BILLIE BASTIAN **NEIGHBORHOOD REP - WARD 1**			4/01/2015	3/30/2016
4) VICKY SKILBRED **CITY COUNCIL - WARD 2** **STAFF DESIGNEE**			3/20/2013	3/30/2016
5) SHERESE HOLMES **NEIGHBORHOOD REP - WARD 2**			6/20/2012	3/30/2016
6) FELIPE ORTIZ **CITY COUNCIL - WARD 3** **STAFF DESIGNEE**			6/20/2012	3/30/2016
7) LANCE KIRK **NEIGHBORHOOD REP - WARD 3**			3/20/2013	3/30/2016
8) BECKY SKOUSON **CITY COUNCIL - WARD 4** **STAFF DESIGNEE**			3/19/2014	3/30/2016
9) BETH BORYSEWICH **NEIGHBORHOOD REP - WARD 4**			3/19/2014	3/30/2016
10) TANYA JACKSON-RENTER **CITY COUNCIL - WARD 5** **STAFF DESIGNEE**			3/19/2014	3/30/2016
11) AJ POWELL (MRS.) **NEIGHBORHOOD REP - WARD 5**			4/05/2006	3/30/2016
12) CHRISTINE KRAMAR **CITY COUNCIL - WARD 6** **STAFF DESIGNEE**			4/01/2015	3/30/2016
13) LARRY SCHULTZ **NEIGHBORHOOD REP - WARD 6**			4/01/2015	3/30/2016

AUTHORITY: Created by Council Action on 3-9-98 with bylaws approved on 6-22-98. By-Laws were amended on 2-16-2000 to increase the membership to 13 members. By-law approval of 3-18-2009 adjusted terms to April 1 through March 30 of appointed year; By-Laws were amended 5/19/2010 to clarify City residency is not required.

MEMBERS: 13 MEMBERS appointed by the Mayor and City Council comprised as follows:
Mayor or her/his designee
Council Liaison or Staff Designee of the Councilmember for each of the six Council Wards
One Neighborhood Representative for each of the six Council Wards

TERM: Members shall each serve a term of one year. Expiration dates were set on 5/18/2000 so all members terms expired at the same time and adjusted to 4/1 to 3/30 in 2009.
Members may be reappointed to consecutive one-year terms as necessary
(Must fill unexpired term. Membership is not assignable or transferable.)

NOTES: Members Need Not Be City Residents
No Financial Disclosure Required

PURPOSE: Review Neighborhood Partners Fund applications and recommend awards to the City of Las Vegas City Council

MEETINGS: Department of Parks, Recreation and Neighborhood Services - Call of the Chair and the Board may establish regular meetings by resolution. Meetings are subject to the provisions of the Open Meeting Law.

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-16 - For Possible Action - Changes the name of the Department of Detention and Enforcement to the Department of Public Safety. Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will change the name of the Department of Detention and Enforcement to the Department of Public Safety. The Department believes the new name is more descriptive of the range of services the Department provides.

RECOMMENDATION:
ADOPTION at the 4/6/2016 City Council Meeting pursuant to the 3/14/2016 Recommending Committee Meeting

First Reading – 3/2/2016; First Publication – 3/24/2016

BACKUP DOCUMENTATION:
Bill No. 2016-16

BILL NO. 2016-16

ORDINANCE NO. _____

AN ORDINANCE TO CHANGE THE NAME OF THE DEPARTMENT OF DETENTION AND ENFORCEMENT TO THE DEPARTMENT OF PUBLIC SAFETY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Stavros S. Anthony

Summary: Changes the name of the Department of Detention and Enforcement to the Department of Public Safety.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 9, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.09.010: Subject to the provisions of Section 2.09.020, the departments of the City shall consist of the following:

Building and Safety;

[Detention and Enforcement;]

Economic and Urban Development;

Finance;

Fire and Rescue;

Human Resources;

Information Technologies;

Operations and Maintenance;

Parks and Recreation;

Planning;

Public Safety;

Public Works; and

Youth Development and Social Innovation.

SECTION 2: Title 2, Chapter 28, Section 20, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.28.020: There is created in the Department of [Detention and Enforcement] Public Safety the Office of City Marshal.

SECTION 3: Title 2, Chapter 28, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.28.030: The Director of the Department of [Detention and Enforcement] Public Safety shall serve, ex officio, as City Marshal unless relieved of such responsibility by action of the City Manager appointing another person to the Office of City Marshal, subject to the ratification of the City Council.

SECTION 4: Title 2, Chapter 28, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.28.100: (A) The Department of [Detention and Enforcement] Public Safety shall investigate each applicant for Deputy City Marshal and City Reserve Marshal to determine whether or not the facts set forth in the application are true, and report its findings to the City Manager's Office and the City Marshal's Office.

(B) Applicants who make misrepresentations or omissions of relevant information on their applications shall be automatically disqualified for consideration as a Deputy City Marshal or a City Reserve Marshal.

SECTION 5: Title 6, Chapter 75, Section 120, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.75.120: Officers of the Department of [Detention and Enforcement] Public Safety are authorized to enforce or assist in the enforcement of this Chapter.

SECTION 6: Title 7, Chapter 4, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.04.060: "Animal Control Officer" means an employee of the Department of [Detention and Enforcement] Public Safety having the power and authority to enforce the provisions of this Title.

SECTION 7: Title 7, Chapter 4, Section 70, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.04.070: "Animal Regulation Officer" is the Director of the Department of [Detention and Enforcement] Public Safety of the City or [his] a designee.

SECTION 8: Title 7, Chapter 4, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.08.110: The licensing functions and duties shall be performed by the Director of the Department of [Detention and Enforcement] Public Safety or [his] an authorized representative.

SECTION 9: Title 7, Chapter 14, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.14.050: (A) In order to assist the City in enforcing this Chapter, each pet shop within the City shall provide to the Department of [Detention and Enforcement] Public Safety, on a quarterly basis, a list of dogs and cats sold by the pet shop during that quarter. The list shall include the following information for each dog or cat:

(1) The name and residence address of the buyer.

(2) The address of the location where the dog or cat will reside, if not the same as the buyer's residence.

(3) The breed and approximate age.

(4) A description, including principal colors.

(B) Failure to comply with Subsection (A) of this Section shall be grounds for non-renewal of, or disciplinary action against, a business license.

SECTION 10: Title 7, Chapter 44, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.44.070: An original Notice of Infraction, or a facsimile thereof, must be filed with the Department of [Detention and Enforcement] Public Safety and retained by that Department, and is deemed to be a public record of matters which are observed pursuant to a duty which is imposed by law and is prima facie evidence of the facts which are alleged therein. An original or duplicate of the Notice of Infraction must be

served on the person responsible for the violation.

SECTION 11: Title 7, Chapter 44, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.44.080: (A) A person must respond to a Notice of Infraction in one of the following ways:

(1) "Admit" responsibility for the commission of the violation and liability for the civil penalty imposed, and pay the applicable civil penalty;

(2) Contact the Director of [Detention and Enforcement] Public Safety or an authorized designee, "admit" such responsibility and liability, and arrange a schedule for the payment of such penalty; or

(3) Request a binding hearing, as provided for in Subsections (B) to (I), inclusive, of this Section in order to dispute the propriety of the issuance of the Notice of Infraction or liability for the violation.

(B) A person may initiate a hearing pursuant to Paragraph (3) of Subsection (A) of this Section by:

(1) Contacting the Director of [Detention and Enforcement] Public Safety or a designee;

(2) Providing his/her name, current address and the Notice(s) of Infraction(s) and penalties thereon which such person wishes to subject to such hearing; and

(3) Obtaining a date for the hearing.

(C) Any person initiating such a hearing in this manner (the "defendant") shall be bound by the decision of the Hearing Officer concerning liability for the infraction(s) and responsibility for the penalties related thereto. If a defendant scheduling a hearing before the Hearing Officer fails to appear at the hearing without having first sought and obtained a continuance of the hearing, the Hearing Officer may enter a decision against the defendant for the full amount of penalties scheduled to be reviewed. In connection with the request for a hearing, the defendant must acknowledge the binding nature of the hearing and the Hearing Officer's authority in the event the defendant fails to appear at a hearing. The

acknowledgment shall be in substantially the following form:

I _____, hereby request a binding hearing before the Hearing Officer. My address is _____. I request that this hearing involve Notice(s) of Infraction(s) Number _____. I understand that the Hearing Officer is an attorney and not an elected or appointed judge.

I understand that I am bound by the decision of the Hearing Officer. I understand that if I fail to appear for the scheduled hearing before the Hearing Officer without first obtaining a continuance of such hearing, the Hearing Officer may enter a decision against me for the full amount of the penalties scheduled to be reviewed. I understand and agree that if necessary due to my lack of timely payment, the City of Las Vegas can and will use this binding decision to have a formal civil judgment entered against me in the Las Vegas Municipal Court.

I understand that if a civil judgment is obtained, the City may seek and obtain a writ of execution against me. I understand that if a writ of execution is obtained, my wages and/or bank accounts may be garnished, and liens may be put on my property.

Knowing all of the above, I still wish to request a binding hearing before the Hearing Officer on the above-described Notice(s) of Infraction(s). I hereby acknowledge the above and further acknowledge that at my request a hearing has been set for _____, 20_____ at the hour of _____ m.

_____
Defendant

(D) Any hearing conducted pursuant to this Section shall be presided over by a Hearing Officer who shall be an attorney licensed to practice law in the State of Nevada. With respect to any such hearing, a properly filed Notice of Infraction shall constitute a claim of liability and a claim for

relief and no other such claim shall be required. Prima facie proof of the violation alleged shall be established by the City providing the Hearing Officer with either a certified copy of the Notice of Infraction or the data stored in a computer or other device, as described in Subsection (C) of Section 7.44.060. No formal appearance by the City Attorney's office is required. The hearings and dispositions of all such actions shall be informal, with the Hearing Officer receiving witness statements or testimony and other evidence for the sole purpose of dispensing fair and speedy justice between the parties.

(E) The burden of proving any defense shall be upon the person raising such defense.

(F) If the Hearing Officer finds that a violation did not occur or that the defendant should not be held liable, the Hearing Officer shall enter a decision for the defendant.

(G) The defendant shall pay the total civil penalties forthwith or at such times and on such conditions as the Hearing Officer shall prescribe if it is found that the person has either failed to appear or otherwise defend against the issuance of the Notice of Infraction as agreed or that the violation was committed and no applicable defense exists.

(H) Upon reaching a decision, the Hearing Officer shall as soon as practicable thereafter, file a written decision substantially conforming to the following form:

City of Las Vegas, Clark County, Nevada, City of Las Vegas, Plaintiff v. _____, Defendant. Before, _____, Hearing Officer for the City of Las Vegas, Clark County, Nevada, decision is entered in favor of _____, (plaintiff or defendant) for $_____ (enter $0.00 if judgment is for the defendant), on the _____day of _____, 20_____. I certify that the foregoing is a correct reflection of the decision entered in the action properly brought for my consideration pursuant to LVMC Chapter 7.44.

_____
Hearing Officer

(I) The City Attorney may petition the Las Vegas Municipal Court for the entry of a civil judgment against the defendant in an amount equal to that stated in the written decision of the Hearing Officer if the City Attorney determines this action to be necessary to enforce the decision. Service of such

petition on the defendant must be made by certified mail, return receipt requested, restricted delivery, addressed to the defendant at the defendant's last known address, or in any other manner which is authorized by law. An affidavit or declaration of mailing, a signed, returned receipt, or other evidence of service shall be filed upon such service of the petition. Once a petition for civil judgment pursuant to this Subsection (I) has been filed with the Municipal Court, the assigned judge has jurisdiction to grant or deny the relief prayed for therein.

SECTION 12: Title 7, Chapter 44, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.44.090: (A) A response to a Notice of Infraction, as provided in Section 7.44.080, must be made within thirty calendar days after the date on which the Notice of Infraction is served. If no response is received during such thirty-day period, an additional civil penalty which is equal to the amount of the original civil penalty must be assessed.

(B) After the expiration of the thirty-day response period, the Director of [Detention and Enforcement] Public Safety or an authorized designee may send a Notice of Delinquency by mail to the person to whom the Notice of Infraction was issued, at that person's last known address. The Notice of Delinquency must contain the date of the infraction, the amount of the initial civil penalty and the amount of any additional penalty which is associated therewith. The person to whom the Notice of Delinquency was sent shall have fifteen calendar days after the date of the Notice of Delinquency in which to respond thereto in the manner which is provided in Section 7.44.080. If no response is made to the Notice of Delinquency within such additional fifteen-day period, an additional penalty must be assessed equal to two times the original civil penalty amount, in addition to the original amount.

(C) If a person fails to respond to a Notice of Infraction or a Notice of Delinquency in accordance with this Chapter, the City is entitled to collect the amount of any fines and penalties by means of any remedy available under applicable law, including without limitation referring the matter to a collection agency.

SECTION 13: Title 9, Chapter 4, Section 80, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.04.080: (A) In addition to and independent of any other proceeding or remedy authorized by this Chapter or by State law, if an owner or responsible party in violation of this Chapter fails or neglects to remove the public nuisance within the applicable time limit specified in Section 9.04.060 and has not filed a timely appeal pursuant to Section 9.04.070, the City may take any and all action necessary to abate the public nuisance. In addition, after the City has taken abatement action more than once concerning a particular parcel, the City may undertake preventative measures as part of its abatement action, which may include, without limitation, creating a dirt berm or installing a fence around the appropriate portions of the parcel, and installing appropriate signage, to prevent and discourage future nuisance activity.

(B) Except as otherwise provided in this Section, at least ten days' notice of the City's intent to take or cause abatement action under this Section must be provided to an owner or responsible party. Subject to compliance with the provisions of Paragraph (2) of Subsection (C) of Section 9.04.050, this notice requirement shall be deemed to have been met if a notice of violation indicates that such abatement action may be taken upon failure to remove a public nuisance within the time limit specified.

(C) A fifteen percent administrative fee shall be added to the cost of the contract price, if any, for each abatement action conducted to remove or correct a public nuisance.

(D) If, in the opinion of the City Manager, or a duly authorized representative, the condition of a property constitutes an imminent hazard, the City Manager or representative may order immediate abatement of the hazard without notice. The abatement work shall be limited to the minimum work necessary to remove the hazard. Before ordering abatement under this Section, the City Manager or representative shall first obtain the concurrence of at least one other City or public agency official. City and public agency officials that may concur with or request a designation of imminent hazard pursuant to this Section include, without limitation, the City Manager; the Las Vegas Metropolitan Police Department; the Southern Nevada Health District; and the Departments of Fire and Rescue, Public Works, Planning, [Detention and Enforcement] Public Safety, and Parks[,] and Recreation. [and Neighborhood Services.] The City shall pay the initial cost and expense of any emergency abatement from any appropriation made

available for that purpose. Any costs and expenses incurred, and any fees imposed, in connection with the removal of an imminent hazard may be assessed against the property or the owner in accordance with the procedure described in Section 9.04.100.

(E) A report of abatement proceedings taken pursuant to this Section, and a separate account of the abatement costs on each parcel, shall be filed with the City Clerk.

SECTION 14: Title 10, Chapter 78, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.78.040: (A) The following are authorized to remove or cause to be removed, to a designated garage or storage area, any motor vehicle which is being displayed in violation of this Chapter if the vehicle has not been removed, or compliance with this Chapter achieved, within twenty-four hours after a written notice to remove is attached to the vehicle:

(1) Officers of the Las Vegas Metropolitan Police Department;

(2) Officers of the Department of [Detention and Enforcement] Public Safety;

(3) Parking enforcement officers assigned to the Department of Economic and Urban Development; and

(4) Employees of the Department of Building and Safety who are assigned responsibility for code enforcement.

(B) The costs of vehicle removal and storage pursuant to Subsection (A) shall be borne by the owner or operator of the vehicle.

SECTION 15: Title 10, Chapter 78, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.78.050: (A) In the case of a criminal prosecution for a violation of Section 10.78.020, any person who is convicted of a violation thereof shall be punished by a fine of not less than two hundred fifty dollars nor more than one thousand dollars or by imprisonment for a term of not more than six months, or by any combination of such fine or punishment.

(B) In the case of a civil proceeding for a violation of Section 10.78.020, any person in

violation thereof shall be deemed to have committed a civil infraction, for which the registered owner and the operator of the vehicle shall be liable. Such civil infraction shall be in the amount of one hundred dollars and shall be subject to the rules and procedures contained in LVMC Chapter 11.10. Members of the Las Vegas Metropolitan Police Department and the Department of [Detention and Enforcement] Public Safety are authorized to immobilize a motor vehicle displayed in violation of this Chapter through the use of a motor vehicle immobilizer, sometimes referred to as a "French boot" or "Denver boot," if such motor vehicle does not have current license plates and its vehicle identification number is not plainly visible from outside such motor vehicle. A fee of fifty dollars shall be recovered from the owner or operator of a motor vehicle prior to the removal of such motor vehicle immobilizer.

SECTION 16: Title 11, Chapter 4, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.04.070: The Sheriff of the Metropolitan Police Department and the Director of the Department of [Detention and Enforcement] Public Safety, by and with the approval of the City Traffic Engineer, are empowered to make regulations necessary to make effective the provisions of the City relating to traffic control, and to make and enforce temporary or experimental regulations to cover emergencies or special conditions. No such temporary or experimental regulation shall remain in effect for more than one hundred eighty days.

SECTION 17: Title 11, Chapter 10, Section 200, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.10.200: (A) The Las Vegas Metropolitan Police Department, the Department of [Detention and Enforcement] Public Safety, and the Parking Services Division of the Department of Economic and Urban Development are authorized to remove a vehicle to the nearest garage or other place that has been designated for vehicle storage by the City, under the circumstances which are hereinafter enumerated:

(1) When any vehicle is left unattended upon any highway, bridge, viaduct or causeway, or in any tube or tunnel, if such vehicle constitutes an obstruction to traffic;

(2) When a vehicle upon a street or highway is so disabled as to constitute an

obstruction to traffic and the person who is in charge of such vehicle is, by reason of physical injury or other reason, incapacitated to the extent that he is unable to provide for its custody or removal, or is not in the immediate vicinity of the disabled vehicle;

(3) When any vehicle is illegally parked in a parking space or location for twenty-four hours or more or is parked so illegally as to constitute a definite hazard or obstruction to the normal movement of traffic;

(4) When the person who is in charge of a vehicle is unable to provide for its custody or removal within:

(a) Twenty-four hours after abandoning such vehicle on any freeway, United States highway or other primary arterial street, or

(b) Seventy-two hours after abandoning such vehicle on any other street;

(5) When the person who is driving or in actual physical control of a vehicle is arrested for any alleged offense for which the arresting officer is required by law to take such person before a proper magistrate without unnecessary delay; or

(6) In accordance with Section 11.10.240.

(B) As used in this Section 11.10.200 to Section 11.10.280, the term "vehicle" shall include any automobile, motorcycle, truck, boat trailer, utility trailer, or any other vehicle capable of being driven or towed on any street, highway, or right-of-way.

(C) Prior to the release of any vehicle impounded pursuant to this Section, the operator, registered owner or his designee must pay the costs of such impoundment.

SECTION 18: Title 11, Chapter 24, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.24.030: Any officer of the Metropolitan Police Department, the Department of [Detention and Enforcement] Public Safety, or the unit of the Department of Economic and Urban Development assigned to parking enforcement who has reasonable grounds to believe that a vehicle has been abandoned or has

been parked in violation of LVMC 11.24.010 may affix a Notice of Infraction to the vehicle. An authorized employee of the code enforcement authority who has reasonable grounds to believe that a vehicle has been abandoned or parked on private property in violation of LVMC 11.24.020 may affix a Notice of Infraction to the vehicle. The officer or employee may also affix a warning notice advising that the vehicle is subject to tow because it is in violation, and may mark one or more tires of the vehicle to indicate the current date. Subject to the provisions of NRS Chapters 484B and 487, any such officer or employee is authorized to immediately remove or have such vehicle removed from any street, highway, public thoroughfare, public or private property, for the purpose of storage or disposition, to any garage within the City as designated by the officer or employee if the vehicle:

(A) Has not been removed within seventy-two hours after the warning notice is affixed.

(B) Has been parked for more than twenty-four hours while in violation of a parking prohibition, restriction or time limitation.

(C) Is parked at a location or in a manner so as to constitute a traffic hazard or an obstruction to the normal movement of traffic or pedestrians.

(D) Is parked within a fire lane, whether on public or private property, which has been designated and posted as such pursuant to the City's Fire Code.

(E) Is parked within fifteen feet of a fire hydrant located on either public or private property, whether or not:

(1) A sign has been posted to indicate "No Parking"; or

(2) The adjacent curb or road surface has been painted red.

(F) Has obviously been abandoned upon a street, highway, public thoroughfare or on public property.

(G) Has been abandoned or parked in violation of LVMC 11.24.020, and has not been removed within seventy-two hours after a warning notice has been affixed.

(H) Is parked upon a street, highway, public thoroughfare or public property and is so

disabled or in such a state of disrepair that its normal operation is impossible or impractical.

(I) Is parked upon a street, highway, public thoroughfare or public property and:

(1) Concerning which there is no valid current registration from the Nevada Department of Motor Vehicles or another state or nation; or

(2) Does not display thereon a valid current license plate, temporary placard, or moving permit issued for that vehicle by the Nevada Department of Motor Vehicles or by another state or nation;

(J) Is parked on private property to which the public has access and has been damaged or is in such a state of disrepair as to constitute an imminent hazard to the public.

SECTION 19: Title 11, Chapter 52, Section 335, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.52.335: (A) When hours of closure have been established for a park and signs have been posted therein specifying the hours of closure, no person shall park a motor vehicle in the park, on a parking lot therein, or in any publicly maintained parking lot immediately adjacent thereto during the hours of closure.

(B) No person shall park a motor vehicle on any surface area of a park except those portions which are either paved or, if unpaved, are specifically designated for the parking of vehicles.

(C) The prohibitions contained in Subsections (A) and (B) of this Section do not apply to the parking of a vehicle in connection with a duly authorized park improvement or maintenance activity, or to parking which is specifically authorized by the City's Department of Parks[,] and Recreation [and Neighborhood Services] or the Department of [Detention and Enforcement] Public Safety.

SECTION 20: Title 12, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

12.02.010: As used in this Chapter:

"Administrative services official" means the person within the City organization who is assigned to oversee the Office of Administrative Services or its successor in relation to special event permits.

"Approval authority," in the case of any particular event, means the person or entity that, by virtue

of LVMC 12.02.100, is given the authority and responsibility for approving that type of event.

"Director of Public Works" means the Director of Public Works or a designee.

"Health District" means the Southern Nevada Health District.

"Metro" means the Las Vegas Metropolitan Police Department.

"Permittee" means the person to whom a special event permit has been issued pursuant to this Chapter.

"Public right-of-way" includes a public street, public alley, public walkway, or any combination thereof.

"Residential block party" means an activity within a residential community that is proposed or likely to:

(A) Occupy a public right-of-way or portion thereof; and

(B) Require barricading of some or all of that right-of-way in order to protect the persons participating in the activity.

"Security person" or "security personnel" refers to police officers, licensed private security officers, or other persons who are not licensed as security officers but whose presence is designed to provide security for an event.

"Security review authorities" means the administrative services official (or a designee) and the Chief of [Detention and Enforcement] Public Safety (or a designee).

"Special event" means a temporary event or activity:

(A) At which one hundred or more persons are expected to attend;

(B) Whose location would not normally permit such activity to take place by means of applicable licensing regulations, zoning regulations, or other use-related regulations applicable to the location; and

(C) Which involves any one or more of the following:

(1) The use of temporary structures;

(2) The use of temporary electrical power and distribution;

(3) The consumption of alcohol;

(4) The presence of vendors; or

(5) The creation of an impact upon any public right-of-way.

For informational purposes, the term includes Tier 1 special events, Tier 2 special events and Tier 3 special events. In addition to the types of events and activities listed above, the term also includes a residential block party and any other proposed event or activity that the administrative services official, upon becoming aware of the proposal, determines should be classified as a special event because of its likely impact. The term does not include a motorized racing event as defined in LVMC 11.57.010 or an event that will take place in a City park and be subject to LVMC Chapter 13.36. In addition, the term does not include an event that is not open to the public and attendance at which is limited to invitees listed on a predefined attendance roster.

"Special event producer" means the person responsible for producing, promoting or organizing a special event, whether the person is licensed as a professional promoter under NRS Chapter 6.78 or otherwise.

"Special event vendor" means any person who sells, offers for sale or solicits orders for the sale of goods or services at a special event but who does not require a privileged license or a license subject to suitability approval or background investigation under LVMC Title 6.

"Tier 1 special event" means a special event, other than a residential block party or a Tier 2 special event, at which fewer than three hundred persons are expected to attend.

"Tier 2 special event" means a special event, other than a residential block party, at which fewer than ten thousand persons are expected to attend and which involves one or more of the following:

(A) The use of, or an impact upon, public right-of-way.

(B) Any temporary structure, including any stage, bleachers, tent, fencing or canopy.

(C) The use of temporary electrical power and distribution.

(D) Sound amplification.

"Tier 3 special event" means a special event, other than a residential block party, at which ten

thousand persons or more are expected to attend and which involves one or more of the following:

(A) The use of, or an impact upon, public right-of-way.

(B) Any temporary structure, including any stage, bleachers, tent, fencing or canopy.

(C) The use of temporary electrical power and distribution.

(D) Sound amplification.

SECTION 21: Title 13, Chapter 4, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.04.070: (A) It is unlawful for any person to sell or to display for the purpose of sale any motor vehicle or merchandise on or within any unimproved portion of a public right-of-way. For purposes of this Section, "merchandise" means goods or wares, including, but not limited to, produce, nursery stock, ceramics and other similar items. A violation of this Subsection (A) may be enforced either by means of a criminal proceeding or as a civil violation under LVMC Chapter 11.10.

(B) Members of the Las Vegas Metropolitan Police Department and designated officers of the Department of [Detention and Enforcement] Public Safety and the Department of Economic and Urban Development are authorized to remove or cause to be removed, to a designated garage or storage area, any motor vehicle which is being displayed in violation of this Section if the vehicle has not been removed within seventy-two hours after a written notice to remove is attached to the vehicle. The costs of removal and storage shall be borne by the owner or operator of the vehicle.

(C) Nothing in this Section shall be deemed to authorize any sale or display on any improved portion of a public right-of-way except that which is otherwise expressly permitted by this Code.

SECTION 22: Title 13, Chapter 36, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.36.090: (A) The Director may deny or condition the issuance of any permit applied for pursuant to LVMC 13.36.080 in order to:

(1) Protect the use and enjoyment of the park or facility for other members of the public;

(2) Protect the health and safety of all persons who visit the park or facility;

(3) Ensure that there is adequate parking and sanitary facilities to accommodate all persons who use the park or facility;

(4) Protect the grounds, equipment, vegetation, buildings, fences and other amenities of the park or facility from damage, overuse or destruction;

(5) Provide that the park or facility and the surrounding area is kept clean and free from debris;

(6) Ensure that the group use does not disturb persons who occupy land which is nearby such park or facility.

(B) The Director may deny a permit if an application is incomplete or contains inaccurate or misleading information.

(C) In connection with the approval of a permit, the Director may require the applicant to:

(1) Pay the additional costs that the City incurs, in excess of those that it incurs in connection with its normal maintenance of the park or facility in which the event is held, as the direct result of the event for which such permit is issued. In connection with such requirement, the City shall provide an estimate of such additional costs, which the applicant shall pay in advance of the permit being issued. The additional costs for which the permittee shall be responsible shall include without limitation the City's expenditures that are associated with the personnel and equipment that it uses in preparing for, supervising and cleaning up after such event. Any of such additional costs that exceeds the City's estimate thereof shall be enumerated in writing, and an invoice therefor will be forwarded to the permittee for payment.

(2) Provide insurance coverage for the event in accordance with LVMC 13.36 100. Such insurance may be required whenever the risks associated with the event indicate that insurance coverage should be required, including without limitation the following types of events:

(a) An event at which at least two hundred fifty persons are expected

to attend;

(b) An event open to the general public;

(c) An event where admission is charged;

(d) An event where alcoholic beverages are sold;

(e) An event at which goods or services are sold or other types of commercial activity takes place; or

(f) An event at which any potentially hazardous activity takes place, such as weapons, fireworks, mechanical rides, tents, bleachers, scaffolding or staging.

(D) Any person who is aggrieved by the failure to issue such a permit or by a condition which is placed upon such a permit may appeal the same to the City Manager or a designee by written request filed with the Director. The Director shall forthwith provide a copy of the written appeal to the City Manager or designee, who shall provide written notice of the decision to sustain or deny the appeal within ten days after receipt of the written appeal.

(E) The following may revoke or condition a permit for good cause, including without limitation that the activity or event authorized by the permit is being conducted in violation of this Chapter or represents a nuisance or a threat to the public health or safety:

(1) The Director; or

(2) The Director of [Detention and Enforcement] Public Safety or a designee.

SECTION 23: Unless the context otherwise requires, any reference to the Department of Detention and Enforcement that may remain in any of the following documents after the effective date of this Ordinance shall be deemed to refer to the Department of Public Safety:

(A) The Las Vegas Municipal Code;

(B) Any City ordinance still in effect that is not codified in the Municipal Code;

(C) Any resolution or formally-adopted policy of the City; or

(D) Any document or form used by the Department of Public Safety.

SECTION 24: If any section, subsection, subdivision, paragraph, sentence, clause or

phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 25: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 26: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-16
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-17 - For Possible Action - Amends the Unified Development Code to authorize under certain circumstances the early submittal of improvement plans in relation to the final approval of required traffic or drainage studies. (TXT-63107) Proposed by: Christopher Knight, Director of Building and Safety

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will amend the Unified Development Code to authorize under certain circumstances the early submittal of improvement plans in relation to the final approval of required traffic or drainage studies. The bill establishes the procedural and substantive requirements that must be met in order for a subdivision or development to qualify for this optional process, including an acknowledgment that proceeding by means of this option will be at the risk of the subdivider or developer.

RECOMMENDATION:
ADOPTION at the 4/6/2016 City Council Meeting pursuant to the 3/14/2016 Recommending Committee Meeting

First Reading – 3/2/2016; First Publication – 3/24/2016

BACKUP DOCUMENTATION:
Bill No. 2016-17

BILL NO. 2016-17

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE TO AUTHORIZE UNDER CERTAIN CIRCUMSTANCES THE EARLY SUBMITTAL OF IMPROVEMENT PLANS IN RELATION TO THE FINAL APPROVAL OF REQUIRED TRAFFIC OR DRAINAGE STUDIES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Christopher Knight, Director of Building and Safety

Summary: Amends the Unified Development Code to authorize under certain circumstances the early submittal of improvement plans in relation to the final approval of required traffic or drainage studies.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 and 3 of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 16, Section 60, Subsection (A), is hereby amended to read as follows:

A. Purpose of Provisions

The provisions of this Section set forth the administrative and procedural requirements for the subdivision of land by a final map. The final map process requires review and action by the Director, the Director of Public Works, and, in some cases, the Planning Commission. In addition, the provisions of Subsection (H) of this Section relative to traffic and drainage studies are applicable to non-subdivision development as well.

SECTION 3: Title 19, Chapter 16, Section 60, Subsection (H), is hereby amended to read as follows:

H. Traffic Studies or Drainage Studies – Submission and Approval Required

1. [For any subdivision concerning which traffic studies or drainage studies have been required in

connection with zoning or other development approval, those studies must have been] Except as otherwise provided in Paragraphs (2) through (4) below, traffic studies or drainage studies that have been required in connection with zoning or other development approval regarding a subdivision must be submitted and approved before the subdivider submits improvement plans pursuant to this Section. The Department of Public Works may require the traffic and drainage studies be submitted in an electronic format. The improvement plans must take into account and be based upon those approved studies.

2. Notwithstanding the requirements of Paragraph (1) above, the Director of Public Works or designee may authorize the submittal of improvement plans prior to the final approval of a traffic study or drainage study for the site if the subdivider demonstrates to the satisfaction of the Director of Public Works or designee that such a submittal is warranted. Such an early submittal (hereafter "at-risk submittal") is entirely at the risk of the subdivider and is subject to the limitations and conditions set forth in Paragraphs (3) and (4) below.

3. The real property that is the subject of an at-risk submittal:

a. Must not be located within the HS-O (Hillside Development Overlay) District or within a Special Flood Hazard Area;

b. Must not exceed twenty gross acres.

c. Must have received tentative map approval or site development plan approval, if required by this Title.

4. With respect to any at-risk submittal, the subdivider must submit to the Director of Public Works or designee a signed and notarized written statement acknowledging that the subdivider:

a. Is solely responsible for any costs associated with design changes that occur during the plan review as a result of the drainage study or traffic study approval.

b. Is solely responsible for any costs associated with additional plan check fees that accrue as a result of the drainage study or traffic study approval.

c. Understands and agrees that a permit will not be issued until all conditions of the drainage study and traffic study are met and all permit fees paid.

d. Is subject to additional plan check fees for each review beyond the initial submittal if such submittals are the result of design changes needed in order to conform to the approved traffic study or drainage study. Such fees are assessable at one hundred sixty dollars per hour for each City department that is required or requested to review the plans.

5. The provisions of this Subsection (H) shall also apply to non-subdivision development and development approvals. In such cases, references to "subdivision" and "subdivider" shall include "non-subdivision development" and "developer," respectively.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.16.060 is deemed to be a subchapter rather than a section.

SECTION 4: The Department of Planning is authorized to incorporate into the Unified Development Code the amendments contained in this Ordinance, including adjustments to the table of contents and other non-substantive editorial adjustments as deemed necessary or appropriate.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-16
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-18 - For Possible Action - Revises various requirements and limitations pertaining to medical marijuana establishments. Sponsored by: Councilman Bob Coffin [NOTE: This item will come forward to City Council as a First Amendment, with a change in the title and summary. The summary has been changed to read: Revises various requirements and limitations pertaining to medical marijuana establishments, including a license fee adjustment for certain license categories.]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will revise various requirements and limitations pertaining to medical marijuana establishments. Among other things, the bill will reduce or relax requirements pertaining to the posting of bonds, excess liability coverage, advertising, and the display of paraphernalia.

RECOMMENDATION:
ADOPTION at the 4/6/2016 City Council Meeting as First Amendment pursuant to the 3/14/2016 Recommending Committee Meeting

First Reading – 3/2/2016; First Publication – 3/24/2016

BACKUP DOCUMENTATION:
1. Bill No. 2016-18
2. Bill No. 2016-18, First Amendment

BILL NO. 2016-18

ORDINANCE NO. _____

AN ORDINANCE TO REVISE VARIOUS REQUIREMENTS AND LIMITATIONS PERTAINING TO MEDICAL MARIJUANA ESTABLISHMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Revises various requirements and limitations pertaining to medical marijuana establishments.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 95, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.030: (A) It shall be unlawful for any person to operate any marijuana establishment in the City without a valid registration certificate duly issued by the State regulating authority, and a license issued pursuant to this Chapter and operating in compliance with any and all applicable state laws and the Las Vegas Municipal Code.

(B) Except as otherwise permitted by NRS 453A.352(5), [It] it shall be unlawful for any person to provide marijuana, edible marijuana products or marijuana infused products to a medical marijuana establishment within the City without a registration certification duly issued by the State regulating authority and a license issued by the City.

(C) Except for sales pursuant to NRS 453A.352(5), it shall be unlawful for any licensed medical marijuana establishment located within the City to accept for sale any marijuana, edible marijuana products or any marijuana infused products from any person who has not obtained a registration certificate from the State regulating authority, or who is not duly licensed under this Chapter for the provision of such products.

(D) It shall be unlawful for a person to engage in any form of business or commerce involving the cultivation, processing, manufacturing, storage, sale, distribution, transportation or consumption of marijuana other than those forms of businesses and commerce that are expressly

contemplated by NRS 453A and any administrative rules duly adopted by the State regulating authority.

(E) It shall be unlawful for any person to sell medical marijuana at a licensed medical marijuana dispensary at any time other than between the hours of 6:00 a.m. and 10:00 p.m. daily.

(F) It shall be unlawful for any medical marijuana dispensary to sell medical marijuana without complying with State requirements concerning use of the electronic verification system maintained by the State regulating authority, including authenticating the validity of the medical marijuana registry identification card with the State electronic verification system.

SECTION 2: Title 6, Chapter 95, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.060: A separate application must be submitted for each license for a medical marijuana establishment. The application for each medical marijuana compliance permit must include:

(A) A complete application per LVMC Chapter 6.06 for the applicant and each person with an ownership interest in the proposed medical marijuana establishment.

(B) A detailed personal and business financial history per LVMC 6.06.030(B) for each person with an ownership interest in the proposed medical marijuana establishment.

(C) A one-time, nonrefundable permit application fee of five thousand dollars.

(D) A complete special use permit application, all applicable fees pursuant to LVMC Chapters 19.12 and 19.16, and all required accompanying documents.

(E) A medical marijuana compliance permit application on forms prescribed by the Director.

(F) A complete description of the products and services to be produced or sold by the medical marijuana establishment.

(G) A complete and accurate copy of the application and all accompanying documents to be filed pursuant to NRS 453A.322 including, but not limited to:

(1) All proposals for operations, business plans, attestations, financial documentation, and required tax reports;

(2) All documents detailing proposed organizational structure, all narratives, and resumes;

(3) All documentation required concerning the adequacy of the proposed building and construction plans with supporting details in the form specified by the City Building Official and the payment of all required review and inspection fees;

(4) All testing, transportation, policy and operations manuals, financial plan, and an environmental plan.

(H) A security plan, including a depiction of the location and configuration of security cameras, indicating how the applicant intends to comply with the requirements related to monitoring and securing the licensed premises as required by this Chapter.

(I) An accounting plan that includes how sales and inventory will be tracked on a daily, weekly, and monthly basis, and how this information will be stored and safeguarded.

(J) A sign and advertising plan, including all proposed interior signage.

(K) A copy of all contracts, proposed contracts for consulting, management, renting or leasing the premises for the proposed medical marijuana establishment, including written documentation stating that the property owner of the proposed location for the establishment is fully aware of the property's intended use or a copy of the deed to such property showing ownership vested in the applicant[;].

(L) A written statement acknowledging that the applicant understands applicable federal laws, any guidance or directives issued by the U.S. Department of Justice, the laws of the State of Nevada and the laws and regulations of the City applicable thereto concerning the operation of a medical marijuana establishment. The written statement shall also acknowledge that any violation of any laws or regulations of the State of Nevada or of the City, or any activity in violation of any guidance or directives issued by the U.S. Department of Justice, in such place of business, or in connection therewith, or the commencement of any legal proceeding relating to such medical marijuana establishment by federal authorities, may render the permit and such license subject to immediate suspension or revocation.

(M) A written statement to the Director that the applicant will hold harmless, indemnify, and defend the City against all claims and litigation arising from the issuance of a permit and/or license, including any claims and litigation arising from the establishment, operation, or ownership of the medical marijuana establishment, and that a bond to secure such obligation in [the amount of two hundred fifty thousand dollars] an amount required pursuant to LVMC 6.95.090 will be provided prior to the issuance of any license.

(N) An acknowledgement that the applicant is seeking a privilege under LVMC Chapter 6.06 and understands that each person with an ownership interest must be found suitable to hold such license by the City Council prior to the issuance of any license; that the applicant understands and acknowledges that the burden of proving qualifications to receive such a permit or license is at all times on the applicant; that the granting of a medical marijuana compliance permit and/or license is at the discretion of the City Council; and that the applicant agrees to abide by the decision.

SECTION 3: Title 6, Chapter 95, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.090: (A) Following action by the State regulating authority issuing a provisional medical marijuana establishment registration certificate, the City Council shall evaluate whether to grant any proposed medical marijuana establishment that received a medical marijuana compliance permit a medical marijuana business license.

(B) The City Council may issue licenses for the following types of medical marijuana establishments:

(1) Medical Marijuana Dispensary. A medical marijuana dispensary license allows the licensee to acquire, possess, supply and sell or dispense usable marijuana, edible marijuana products, marijuana infused products, and marijuana paraphernalia exclusively to State regulating authority-designated medical marijuana registry card holders.

(2) Cultivation Facility. A cultivation facility license allows the licensee to acquire, possess, cultivate, package, label, deliver, transfer, transport, supply and sell wholesale marijuana

and related supplies to a medical marijuana dispensary, medical marijuana production facility, or to other cultivation facilities only.

(3) Independent Testing Laboratory. An independent testing laboratory license allows the licensee to independently test marijuana, edible marijuana products and marijuana-infused products that are to be sold at medical marijuana establishments operating in accordance with the requirements of NRS 453A.

(4) Medical Marijuana Production Facility. A medical marijuana production facility license allows the licensee to acquire, process, manufacture, deliver, transfer, transport, package, and label usable marijuana and marijuana-infused products for sale at wholesale to marijuana dispensaries only.

(C) A medical marijuana establishment license applicant may not exercise any of the privileges of a medical marijuana establishment license until the City Council approves the license and suitability of each person with an ownership interest in the medical marijuana establishment, and final pre-operational inspections have been conducted and all applicable inspection and license fees are paid.

(D) Prior to issuance of a license, the licensee must designate one principal, all key employees and all management personnel to demonstrate competence in local regulations as evidenced by a written demonstration administered by the Director.

(E) Licenses shall expire two years from the date of issuance and a licensee must apply for biennial review pursuant to LVMC 6.95.170.

(F) A medical marijuana establishment licensee shall provide and maintain at all times and at its own expense a certificate of insurance at amounts and terms approved by the [City Attorney] Director prior to issuance or renewal of a license. Any failure to maintain insurance or provide proof of insurance is grounds for the Director to suspend the license.

(1) [The minimum amount which may be required by the City Attorney shall be one million dollars per occurrence, two million dollars general aggregate for bodily injury and property damage arising out of licensed activities and one million dollar products and completed operations

aggregate, commercial automobile coverage in a minimum of one million dollars and excess liability in a minimum of three million dollars.] As determined appropriate by the Director, the minimum coverage amounts which may be required shall be as follows:

(a) Production/Cultivation Facilities: Liability coverage for products and completed operations (one million dollars per occurrence, two million dollars aggregate); commercial automobile coverage (one million dollars per occurrence); and excess liability coverage (one million dollars).

(b) Dispensaries: General liability (one million dollars per occurrence, with two million dollars aggregate, for bodily injury and property damage arising out of licensed activities); liability coverage for products and completed operations (one million dollars per occurrence, with two million dollars aggregate); professional liability coverage (one million dollars per occurrence); and excess liability coverage (one million dollars).

(c) Independent testing laboratories: Professional liability coverage (one million dollars per occurrence), and excess liability coverage (one million dollars).

(2) [Additional insured: The City shall be named as an additional insured on all general liability, umbrella, and excess insurance policies as City, its elected officials, officers, agents, employees and volunteers are included as additional insured.] All required general liability and excess liability policies shall name the City and its elected officials, officers, agents, employees and volunteers as additional insureds. All policies shall be primary over any other valid and collectible insurance.

(G) Prior to issuance or renewal of a license, medical marijuana establishment licensees shall provide a surety bond as set forth in this section. The bond must be at the licensee's own expense and remain in force throughout the term of the license. The bond must cover licensee's obligation, for itself and its agents, employees, subcontractors, and the agents and employees of any subcontractors, to indemnify, defend, and hold harmless the City, and any of its elected or appointed officers, agents, or employees, from any and all claims, demands, actions, damages, decrees, judgments, attorney fees, costs, and expenses which the City, or such elected or appointed officers or employees, may suffer, or which may

be recovered from, or obtainable against the City, or such elected or appointed officers or employees, as a result of, by reason of, or arising out of the use of the license, or the exercise by the licensee of any or all of the rights, privileges, permission, and authority conferred herein, or as a result of any alleged act or omission on the part of the licensee in performing or failing to perform any of its obligations. Such surety bond shall be in the amount of two hundred fifty thousand dollars[.], or such lesser amount as the City may deem appropriate in particular cases.

(H) [Prior to the issuance or renewal of a license, medical marijuana establishment licensees shall file, and must maintain, a bond from a surety company qualified and authorized to do surety business in the State of Nevada in the penal sum of fifty thousand dollars. Such bond must be conditioned to be paid to the City for all license fees and penalties owing against such license.

(I)] Upon approval by the City Council of a medical marijuana compliance permit and the issuance of a provisional medical marijuana registration certificate by the State regulating authority, the Director shall process a license application pursuant to LVMC Chapter 6.06. The Director shall not issue a temporary license for a medical marijuana establishment.

SECTION 4: Title 6, Chapter 95, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.100: (A) A medical marijuana cultivation facility, an independent testing laboratory or a medical marijuana production facility which has obtained a business license in a jurisdiction within Nevada other than the City may apply to the Director for a license to provide testing, medical marijuana, edible marijuana products and/or marijuana infused products, if an adequate supply does not exist, to licensed medical marijuana establishments within the City. Except as otherwise provided in Subsection (B), [All] all applications for such licenses will be processed pursuant to LVMC Chapter 6.06 and shall be required to pay all license fees applicable to medical marijuana establishments located within the City. [Medical marijuana establishments located outside of the City shall not be required to comply with the permit process set forth in LVMC 6.95.040.]

(B) A medical marijuana establishment referred to in the first sentence of Subsection

(A) shall not be required to:

(1) Comply with the permit process set forth in LVMC 6.95.040; or

(2) Post the surety bond required by LVMC 6.95.090.

SECTION 5: Title 6, Chapter 95, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.110: (A) Each medical marijuana establishment licensee shall operate only in compliance with all State regulations, all City regulations, and the plans, procedures and policies submitted with the permit and approved by the Director, and any restrictions imposed in connection with issuance of the license.

(B) At least one qualified person shall be on the premises of a medical marijuana dispensary at all times during the hours of operation. For purposes of the preceding sentence, a "qualified person" means a principal who has been approved for suitability pursuant to LVMC 6.06.06 or a key employee who has been approved for suitability pursuant to that Section.

(C) A medical marijuana establishment may not allow the use, smoking, ingestion or consumption of any marijuana, edible marijuana, or marijuana-infused product on the licensed premises.

(D) Any person or premises licensed as a medical marijuana establishment shall comply with all City ordinances regulating signs and advertising. All signs and advertisements must comply with all requirements of the State regulating authority.

(E) Material that is misleading, deceptive, or false, as evidenced either by the content of the advertising material or by the medium or the manner, in which the advertising is disseminated, is designed to appeal to minors or promote the use of marijuana for other than medicinal purposes is prohibited.

(F) With respect to issues regarding signs and advertising that are not governed by LVMC Title 19, each medical marijuana establishment shall conform to the approved sign and advertising plan as a condition of the license. The Director shall not recommend for approval any sign and advertising plan that:

(1) Has not been approved by the State regulating authority and does not comply with all the requirements of the State regulating authority;

(2) Promotes the use of marijuana[,] for other than medicinal purposes, or is appealing to minors;

(3) Provides advertising [visible to members of the public from any street, sidewalk, park or other public place, including advertising] utilizing any of the following media:

(a) A sign mounted on a vehicle;

(b) Any hand-held, human signage or other portable sign; or

(c) Any handbill, leaflet or flier directly handed to any person, deposited, fastened, thrown, scattered, cast, or placed in a public place, left upon a motor vehicle, or any handbill, leaflet or flier posted upon any public or private property without the consent of the property owner;

(4) Provides advertising in the form of signage that is located:

(a) Within one thousand feet of the property line of a church/house of worship, public or private school that provides formal education traditionally associated with preschool or kindergarten through grade twelve, care facility for children, teen dance center, park or playground, as measured from a point on the ground directly beneath the center of the sign structure;

(b) On or in a public transit vehicle or public transit shelter; or

(c) On or in a publicly owned or operated property.

[(4)] (5) Provides advertising by means of any video, print, online media, newspaper, magazine, other periodical of general circulation, radio or broadcast medium which is generally or specifically marketed to minors.

The limitations set forth in Paragraph (4) of this Subsection (F) do not apply to any advertising sign that is intended to identify the location of a medical marijuana establishment and that is located on the same parcel as the establishment.

(G) The presence of minors on the premises of a medical marijuana establishment is

prohibited unless the minor is a qualified patient on the premises of a dispensary and is accompanied by his or her parent or legal guardian. No licensee shall cause, permit or allow, either by act or by failure to act, the violation of this subsection.

(H) Medical marijuana, edible marijuana products and/or marijuana infused products may only be transported in accordance with the requirements of this Chapter, and only by a licensed medical marijuana establishment. No other person shall transport medical marijuana, edible marijuana products and/or marijuana infused products on behalf of a licensed medical marijuana establishment. Transportation must meet all requirements of the State regulating authority. Product must be placed in unmarked, non-transparent transportation containers.

(1) All required transportation logs must be in the vehicle and made available to law enforcement at any time the log is inspected. Upon being stopped by a law enforcement officer within the City, each driver must identify to the officer that the product contained within the vehicle is medical marijuana, edible marijuana products or marijuana-infused products, as the case may be, from a licensed medical marijuana establishment and must present a state agent registration card, the route the vehicle was authorized to travel and the actual travel log for inspection.

(I) Each licensee is responsible to obtain a biennial building inspection from the Building Official prior to renewal of any license.

(J) Any closure either temporary or permanent must be noticed in writing to the Director fifteen days prior to such closure, unless an emergency requires the closure of such facility which must be reported to the Director within twenty-four hours of such closure.

(K) Each licensee must meet the accounting and auditing procedures established by the Department to track and record all sales for audit purposes. The Department must have access to such records as provided for under LVMC 6.02.020.

(1) If an annual audit is required by the State regulating authority, the licensee shall submit the audit report to the City within ninety days of the completion of the audit. All reports or evaluations submitted hereunder shall be confidential and shall not be available for public inspection,

except as may be required under State or federal law.

(2) In compliance with all State and Federal privacy laws the licensee shall allow the Director or a designee unrestricted access to all financial documents, books, records, facilities, and all audio and video surveillance pertaining to the facilities. Any information obtained pursuant to this section or any statement filed by the licensee shall be deemed confidential in character and shall not be subject to public inspection or as determined by State and Federal privacy laws.

SECTION 6: Title 6, Chapter 95, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.160: Each licensed medical marijuana dispensary shall comply with the following requirements:

(A) Prices for all products shall be prominently posted in the waiting area in a location and manner readily visible to prospective and actual clients. Prices shall not be posted on the exterior of the licensed premises.

(B) All edible marijuana products and marijuana infused products offered for sale at licensed dispensaries shall meet the requirements, restrictions and labeling of edible marijuana products and marijuana infused products in accordance with LVMC 6.95.150(B). (see Medical Marijuana Production Facility)

(C) Any dispensary that sells edible marijuana products or marijuana infused products must display a placard that states the following:

(1) Edible Marijuana and Marijuana Infused Products. There may be health risks associated with consumption of edible marijuana products or marijuana infused products.

(2) Edible products and marijuana infused products contain marijuana or active compounds of marijuana.

(3) Should not be used by women who are pregnant or breast feeding.

(4) When eaten or swallowed, the intoxicating effects of this product can be delayed two or more hours.

(5) Follow all recommended dosage and serving guidelines and

recommendations.

(6) "KEEP OUT OF REACH OF CHILDREN."

The placard shall be no smaller than eight inches tall by twelve inches wide, with font size letters no smaller than forty-eight points. The placard shall be clearly visible and readable by customers and shall be written in English.

(D) A medical marijuana dispensary is not allowed to sell gifts, novelties or participate in ancillary business sales activity within a medical marijuana dispensary with the exception of the following:

(1) Paraphernalia as defined by NRS 453A.125, the sale of which is limited to the consultation room and only to a display area [of ten square feet of gross retail] not to exceed ten percent of the gross floor space in the room.

(2) Ancillary services which are services approved in the educational plan by the State regulating authority, and which also must be approved for an ancillary license by the City.

(E) A dispensary may locate one automatic teller machine for access to patients only for the dispensing of money if the person operating the machine has been approved by the Director under LVMC 6.06.125 and the business is licensed to operate such by the City. Money and legal tender may not be stored onsite except as detailed in the approved security plan.

(F) [The following activities to promote the use of marijuana are prohibited:

(1) The giving of free samples or free product to any person, employee or customer;

(2) No employee shall be paid for services in the form of marijuana product;

(3) Reward programs, customer loyalty programs, promotional activities;

(4) No novelty merchandise may be produced or allowed to have any approved logo or business name to be used on such merchandise; and

(5) The display of any product in any manner visible to the general public from the right-of-way or outside of the facility.] The following activities are prohibited:

(1) The giving of free samples or free product to any person, employee or customer;

(2) Compensation to an employee in the form of marijuana product;

(3) The display of any product in any manner visible to the general public from the right-of-way or outside of the facility; and

(4) The use of reward programs, customer loyalty programs, or merchandise that bears a company logo or business name, unless incidental to the identification or promotion of the dispensary business.

(G) Reserved.

(H) The following activities are prohibited for all licensed medical marijuana dispensaries:

(1) Off-site transportation or sale of medical marijuana, edible marijuana products or marijuana infused products, except to another licensed medical marijuana establishment or the location of the residence of a registry card holder and only to a residential address specified on the registration card. All sales and distribution of medical marijuana, edible marijuana products or marijuana infused products by a licensed medical marijuana dispensary shall occur only upon the licensed premise, and the licensee shall be strictly prohibited from transporting or selling medical marijuana to any person at any other location.

(2) A drive-thru or walk-up window for transactions or product transfer.

(3) Except as otherwise permitted by Paragraph (1) of this Subsection (H):

(a) A dispensary shall not dispense or distribute, sell, transfer or in any other way provide marijuana, edible marijuana products or marijuana infused products other than by direct, face-to face, in-person transaction with the holder of a registry identification card or designated primary caregiver at the licensed facility; and

(b) Marijuana shall not be provided by any other means of delivery including, without limitation:

(i) Internet sales.

(ii) The transport, mail or private delivery of product.

(I) Dispensaries must inform each customer either by signage, written receipt or on product labeling that it is illegal to re-sell medical marijuana, edible marijuana products or marijuana infused products to any person.

(J) The dispensary shall provide the Director, Metro and all neighbors located within fifty feet of the premises with the name, phone number, and facsimile number of an on-site community relations staff person to whom one can provide notice if there are operating problems associated with the dispensary.

(K) No advertising, materials or postings within the waiting areas may advertise locations, devices or activities promoting the consumption of marijuana or other facilities selling or purporting to provide locations for the private or public consumption of marijuana.

(L) Medical marijuana, edible marijuana products and/or marijuana infused products shall be obtained from licensed medical marijuana establishments within Clark County if an adequate supply is available from licensed medical marijuana establishments located within Clark County.

(M) A medical marijuana dispensary must maintain an electronic verification system in accordance with the requirements of the State regulating authority, which must be used to record data required by the State regulating authority and to validate each registry identification card presented and the allowed amount of medical marijuana to be dispensed.

(N) A medical marijuana dispensary's hours of operation shall be limited to between six a.m. and ten p.m.

SECTION 7: Title 6, Chapter 95, Section 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.170: (A) Every two years from the date of issuance each licensee must submit to a review of the issued license.

(B) Documentation required for the biennial review must be submitted at least sixty

days prior to the expiration of the license.

(C) Documentation for the biennial review must be provided on a form approved by the Director and accompanied by:

(1) A new license application per LVMC Chapter 6.06;

(2) A nonrefundable application renewal fee of one thousand dollars;

(3) List of all ownership or affidavit testifying that no changes have occurred;

(4) Signed affidavits from each principal attesting to the fact that there have not been any arrests or convictions of a crime in any jurisdiction and they have not had disciplinary action taken against them or an associated business where a business license is held;

(5) If changes are requested, a detailed proposal for changes to any of the plans or documents approved with the initial license or previous renewal, including the sign plan, security plan, environmental plan, operational plan, or building plans;

(6) A copy of all current and proposed contracts for consulting, management, renting or leasing;

(7) A copy of all contracts with any other medical marijuana establishments; and

(8) A statement certifying and attesting that no changes have occurred in the ownership, operations or original application with the exception of those specifically noted in the renewal application.

(D) The Director may approve the review and approve a renewal of the license based on a determination that no material changes have been made to the original application or refer the review with noted requested changes to the Council for consideration. The City Council may approve, approve with conditions, deny or take such other action as it deems appropriate. [All changes in ownership or location must be referred to the City Council as a new permit application during a posted request for medical marijuana compliance permits.]

(E) The Director may deny renewal of a license based on the failure or refusal of a

licensee to carry out the policies and procedures or comply with the plans and statements provided to the Department with the application for the license.

(F) The Director may deny renewal of a license if the establishment is not in compliance with this Chapter or has any unpaid fees.

SECTION 8: Title 6, Chapter 2, Section 250, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.250: (A) All license fees other than gaming, alcoholic beverage and annual medical marijuana license fees shall become delinquent if not received within fifteen days after the due date. If full payment is not made within fifteen days after the due date, fifteen percent of the entire license fee shall be assessed as a penalty, payable in addition to the license fee; provided, however, if the fifteenth day following the due date is a day that the principal offices of the City are not open to the public, the penalty must not be assessed if the license fee is received before midnight of the next day on which the principal offices of the City are open to the public.

(B) Except as otherwise provided in Subsection (E) with respect to ice cream truck and medical marijuana establishment licenses, all licenses for which fees and assessed penalty charges have not been paid within sixty days after the license fee due date are deemed expired and shall not be reinstated until the license fees, assessed penalty charges and a reinstatement fee of fifty dollars have been paid. A license is eligible for reinstatement only within the four-month period following its expiration.

(C) The Director may refer any delinquent license fees and assessed penalty charges to a collection agency for collection if they have not been paid within sixty days after the license fee due date. The Director may do likewise regarding any service charges and administrative fees that have been assessed pursuant to LVMC 6.02.020(B)(7) and have not been paid in a timely manner.

(D) As a condition of reinstatement of a license deemed expired pursuant to Subsection (B) of this Section, the licensee shall, in addition to payment of any outstanding license fees, penalty charges, service charges, administrative fees, and reinstatement fees, reimburse the City for any expenses it has incurred as a result of referring the licensee's delinquent license fees and assessed penalty charges to a

collection agency.

(E) The renewal and expiration of ice cream truck licenses shall be in accordance with LVMC 6.47.030(B)(4). The renewal and expiration of medical marijuana licenses shall be in accordance with LVMC 6.95.170.

SECTION 9: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 10: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 11: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-16
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

FIRST AMENDMENT

BILL NO. 2016-18

ORDINANCE NO. _____

AN ORDINANCE TO REVISE VARIOUS REQUIREMENTS AND LIMITATIONS PERTAINING TO MEDICAL MARIJUANA ESTABLISHMENTS, INCLUDING A LICENSE FEE ADJUSTMENT FOR CERTAIN LICENSE CATEGORIES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Revises various requirements and limitations pertaining to medical marijuana establishments, including a license fee adjustment for certain license categories.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 95, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.030: (A) It shall be unlawful for any person to operate any marijuana establishment in the City without a valid registration certificate duly issued by the State regulating authority, and a license issued pursuant to this Chapter and operating in compliance with any and all applicable state laws and the Las Vegas Municipal Code.

(B) Except as otherwise permitted by NRS 453A.352(5), [It] it shall be unlawful for any person to provide marijuana, edible marijuana products or marijuana infused products to a medical marijuana establishment within the City without a registration certification duly issued by the State regulating authority and a license issued by the City.

(C) Except for sales pursuant to NRS 453A.352(5), it shall be unlawful for any licensed medical marijuana establishment located within the City to accept for sale any marijuana, edible marijuana products or any marijuana infused products from any person who has not obtained a registration certificate from the State regulating authority, or who is not duly licensed under this Chapter for the provision of such products.

(D) It shall be unlawful for a person to engage in any form of business or commerce

involving the cultivation, processing, manufacturing, storage, sale, distribution, transportation or consumption of marijuana other than those forms of businesses and commerce that are expressly contemplated by NRS 453A and any administrative rules duly adopted by the State regulating authority.

(E) It shall be unlawful for any person to sell medical marijuana at a licensed medical marijuana dispensary at any time other than between the hours of 6:00 a.m. and [10:00 p.m.] midnight daily[.], unless otherwise permitted by the City Council as a condition of licensing.

(F) It shall be unlawful for any medical marijuana dispensary to sell medical marijuana without complying with State requirements concerning use of the electronic verification system maintained by the State regulating authority, including authenticating the validity of the medical marijuana registry identification card with the State electronic verification system.

SECTION 2: Title 6, Chapter 95, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.060: A separate application must be submitted for each license for a medical marijuana establishment. The application for each medical marijuana compliance permit must include:

(A) A complete application per LVMC Chapter 6.06 for the applicant and each person with an ownership interest in the proposed medical marijuana establishment.

(B) A detailed personal and business financial history per LVMC 6.06.030(B) for each person with an ownership interest in the proposed medical marijuana establishment.

(C) A one-time, nonrefundable permit application fee of five thousand dollars.

(D) A complete special use permit application, all applicable fees pursuant to LVMC Chapters 19.12 and 19.16, and all required accompanying documents.

(E) A medical marijuana compliance permit application on forms prescribed by the Director.

(F) A complete description of the products and services to be produced or sold by the medical marijuana establishment.

(G) A complete and accurate copy of the application and all accompanying documents

to be filed pursuant to NRS 453A.322 including, but not limited to:

(1) All proposals for operations, business plans, attestations, financial documentation, and required tax reports;

(2) All documents detailing proposed organizational structure, all narratives, and resumes;

(3) All documentation required concerning the adequacy of the proposed building and construction plans with supporting details in the form specified by the City Building Official and the payment of all required review and inspection fees;

(4) All testing, transportation, policy and operations manuals, financial plan, and an environmental plan.

(H) A security plan, including a depiction of the location and configuration of security cameras, indicating how the applicant intends to comply with the requirements related to monitoring and securing the licensed premises as required by this Chapter.

(I) An accounting plan that includes how sales and inventory will be tracked on a daily, weekly, and monthly basis, and how this information will be stored and safeguarded.

(J) A sign and advertising plan, including all proposed interior signage.

(K) A copy of all contracts, proposed contracts for consulting, management, renting or leasing the premises for the proposed medical marijuana establishment, including written documentation stating that the property owner of the proposed location for the establishment is fully aware of the property's intended use or a copy of the deed to such property showing ownership vested in the applicant[;].

(L) A written statement acknowledging that the applicant understands applicable federal laws, any guidance or directives issued by the U.S. Department of Justice, the laws of the State of Nevada and the laws and regulations of the City applicable thereto concerning the operation of a medical marijuana establishment. The written statement shall also acknowledge that any violation of any laws or regulations of the State of Nevada or of the City, or any activity in violation of any guidance or directives

issued by the U.S. Department of Justice, in such place of business, or in connection therewith, or the commencement of any legal proceeding relating to such medical marijuana establishment by federal authorities, may render the permit and such license subject to immediate suspension or revocation.

(M) A written statement to the Director that the applicant will hold harmless, indemnify, and defend the City against all claims and litigation arising from the issuance of a permit and/or license, including any claims and litigation arising from the establishment, operation, or ownership of the medical marijuana establishment, and that a bond to secure such obligation in [the amount of two hundred fifty thousand dollars] an amount required pursuant to LVMC 6.95.090 will be provided prior to the issuance of any license.

(N) An acknowledgement that the applicant is seeking a privilege under LVMC Chapter 6.06 and understands that each person with an ownership interest must be found suitable to hold such license by the City Council prior to the issuance of any license; that the applicant understands and acknowledges that the burden of proving qualifications to receive such a permit or license is at all times on the applicant; that the granting of a medical marijuana compliance permit and/or license is at the discretion of the City Council; and that the applicant agrees to abide by the decision.

SECTION 3: Title 6, Chapter 95, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.090: (A) Following action by the State regulating authority issuing a provisional medical marijuana establishment registration certificate, the City Council shall evaluate whether to grant any proposed medical marijuana establishment that received a medical marijuana compliance permit a medical marijuana business license.

(B) The City Council may issue licenses for the following types of medical marijuana establishments:

(1) Medical Marijuana Dispensary. A medical marijuana dispensary license allows the licensee to acquire, possess, supply and sell or dispense usable marijuana, edible marijuana products, marijuana infused products, and marijuana paraphernalia exclusively to State regulating

authority-designated medical marijuana registry card holders.

(2) Cultivation Facility. A cultivation facility license allows the licensee to acquire, possess, cultivate, package, label, deliver, transfer, transport, supply and sell wholesale marijuana and related supplies to a medical marijuana dispensary, medical marijuana production facility, or to other cultivation facilities only.

(3) Independent Testing Laboratory. An independent testing laboratory license allows the licensee to independently test marijuana, edible marijuana products and marijuana-infused products that are to be sold at medical marijuana establishments operating in accordance with the requirements of NRS 453A.

(4) Medical Marijuana Production Facility. A medical marijuana production facility license allows the licensee to acquire, process, manufacture, deliver, transfer, transport, package, and label usable marijuana and marijuana-infused products for sale at wholesale to marijuana dispensaries only.

(C) A medical marijuana establishment license applicant may not exercise any of the privileges of a medical marijuana establishment license until the City Council approves the license and suitability of each person with an ownership interest in the medical marijuana establishment, and final pre-operational inspections have been conducted and all applicable inspection and license fees are paid.

(D) Prior to issuance of a license, the licensee must designate one principal, all key employees and all management personnel to demonstrate competence in local regulations as evidenced by a written demonstration administered by the Director.

(E) Licenses shall expire two years from the date of issuance and a licensee must apply for biennial review pursuant to LVMC 6.95.170.

(F) A medical marijuana establishment licensee shall provide and maintain at all times and at its own expense a certificate of insurance at amounts and terms approved by the [City Attorney] Director prior to issuance or renewal of a license. Any failure to maintain insurance or provide proof of insurance is grounds for the Director to suspend the license.

(1) [The minimum amount which may be required by the City Attorney shall be one million dollars per occurrence, two million dollars general aggregate for bodily injury and property damage arising out of licensed activities and one million dollar products and completed operations aggregate, commercial automobile coverage in a minimum of one million dollars and excess liability in a minimum of three million dollars.] As determined appropriate by the Director, the minimum coverage amounts which may be required shall be as follows:

(a) Production/Cultivation Facilities: Liability coverage for products and completed operations (one million dollars per occurrence, two million dollars aggregate); commercial automobile coverage (one million dollars per occurrence); and excess liability coverage (one million dollars).

(b) Dispensaries: General liability (one million dollars per occurrence, with two million dollars aggregate, for bodily injury and property damage arising out of licensed activities); liability coverage for products and completed operations (one million dollars per occurrence, with two million dollars aggregate); professional liability coverage (one million dollars per occurrence); and excess liability coverage (one million dollars).

(c) Independent testing laboratories: Professional liability coverage (one million dollars per occurrence), and excess liability coverage (one million dollars).

(2) [Additional insured: The City shall be named as an additional insured on all general liability, umbrella, and excess insurance policies as City, its elected officials, officers, agents, employees and volunteers are included as additional insured.] All required general liability and excess liability policies shall name the City and its elected officials, officers, agents, employees and volunteers as additional insureds. All policies shall be primary over any other valid and collectible insurance.

(G) Prior to issuance or renewal of a license, medical marijuana establishment licensees shall provide a surety bond as set forth in this section. The bond must be at the licensee's own expense and remain in force throughout the term of the license. The bond must cover licensee's obligation, for itself and its agents, employees, subcontractors, and the agents and employees of any subcontractors, to

indemnify, defend, and hold harmless the City, and any of its elected or appointed officers, agents, or employees, from any and all claims, demands, actions, damages, decrees, judgments, attorney fees, costs, and expenses which the City, or such elected or appointed officers or employees, may suffer, or which may be recovered from, or obtainable against the City, or such elected or appointed officers or employees, as a result of, by reason of, or arising out of the use of the license, or the exercise by the licensee of any or all of the rights, privileges, permission, and authority conferred herein, or as a result of any alleged act or omission on the part of the licensee in performing or failing to perform any of its obligations. Such surety bond shall be in the amount of two hundred fifty thousand dollars[.], or such lesser amount as the City may deem appropriate in particular cases.

(H) [Prior to the issuance or renewal of a license, medical marijuana establishment licensees shall file, and must maintain, a bond from a surety company qualified and authorized to do surety business in the State of Nevada in the penal sum of fifty thousand dollars. Such bond must be conditioned to be paid to the City for all license fees and penalties owing against such license.

(I)] Upon approval by the City Council of a medical marijuana compliance permit and the issuance of a provisional medical marijuana registration certificate by the State regulating authority, the Director shall process a license application pursuant to LVMC Chapter 6.06. The Director shall not issue a temporary license for a medical marijuana establishment.

SECTION 4: Title 6, Chapter 95, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.100: (A) A medical marijuana cultivation facility, an independent testing laboratory or a medical marijuana production facility which has obtained a business license in a jurisdiction within Nevada other than the City may apply to the Director for a license to provide testing, medical marijuana, edible marijuana products and/or marijuana infused products, if an adequate supply does not exist, to licensed medical marijuana establishments within the City. Except as otherwise provided in Subsection (B), [All] all applications for such licenses will be processed pursuant to LVMC Chapter 6.06. [and shall be required to pay all license fees applicable to medical marijuana establishments located within the City. Medical

marijuana establishments located outside of the City shall not be required to comply with the permit process set forth in LVMC 6.95.040.] License fees for such establishments shall be as set forth in LVMC 6.95.230(C).

(B) A medical marijuana establishment referred to in the first sentence of Subsection (A) shall not be required to:

(1) Comply with the permit process set forth in LVMC 6.95.040; or

(2) Post the surety bond required by LVMC 6.95.090.

SECTION 5: Title 6, Chapter 95, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.110: (A) Each medical marijuana establishment licensee shall operate only in compliance with all State regulations, all City regulations, and the plans, procedures and policies submitted with the permit and approved by the Director, and any restrictions imposed in connection with issuance of the license.

(B) At least one qualified person shall be on the premises of a medical marijuana dispensary at all times during the hours of operation. For purposes of the preceding sentence, a "qualified person" means a principal who has been approved for suitability pursuant to LVMC 6.06.06 or a key employee who has been approved for suitability pursuant to that Section.

(C) A medical marijuana establishment may not allow the use, smoking, ingestion or consumption of any marijuana, edible marijuana, or marijuana-infused product on the licensed premises.

(D) Any person or premises licensed as a medical marijuana establishment shall comply with all City ordinances regulating signs and advertising. All signs and advertisements must comply with all requirements of the State regulating authority.

(E) Material that is misleading, deceptive, or false, as evidenced either by the content of the advertising material or by the medium or the manner, in which the advertising is disseminated, is designed to appeal to minors or promote the use of marijuana for other than medicinal purposes is prohibited.

(F) With respect to issues regarding signs and advertising that are not governed by LVMC Title 19, each medical marijuana establishment shall conform to the approved sign and advertising plan as a condition of the license. The Director shall not recommend for approval any sign and advertising plan that:

(1) Has not been approved by the State regulating authority and does not comply with all the requirements of the State regulating authority;

(2) Promotes the use of marijuana[,] for other than medicinal purposes, or is appealing to minors;

(3) Provides advertising [visible to members of the public from any street, sidewalk, park or other public place, including advertising] utilizing any of the following media:

(a) A sign mounted on a vehicle;

(b) Any hand-held, human signage or other portable sign; or

(c) Any handbill, leaflet or flier directly handed to any person, deposited, fastened, thrown, scattered, cast, or placed in a public place, left upon a motor vehicle, or any handbill, leaflet or flier posted upon any public or private property without the consent of the property owner;

(4) Provides advertising in the form of signage that is located:

(a) Within one thousand feet of the property line of a church/house of worship, public or private school that provides formal education traditionally associated with preschool or kindergarten through grade twelve, care facility for children, teen dance center, park or playground, as measured from a point on the ground directly beneath the center of the sign structure;

(b) On or in a public transit vehicle or public transit shelter; or

(c) On or in a publicly owned or operated property.

[(4)] (5) Provides advertising by means of any video, print, online media, newspaper, magazine, other periodical of general circulation, radio or broadcast medium which is generally or specifically marketed to minors.

The limitations set forth in Paragraph (4) of this Subsection (F) do not apply to any advertising sign that is intended to identify the location of a medical marijuana establishment and that is located on the same parcel as the establishment.

(G) The presence of minors on the premises of a medical marijuana establishment is prohibited unless the minor is a qualified patient on the premises of a dispensary and is accompanied by his or her parent or legal guardian. No licensee shall cause, permit or allow, either by act or by failure to act, the violation of this subsection.

(H) Medical marijuana, edible marijuana products and/or marijuana infused products may only be transported in accordance with the requirements of this Chapter, and only by a licensed medical marijuana establishment. No other person shall transport medical marijuana, edible marijuana products and/or marijuana infused products on behalf of a licensed medical marijuana establishment. Transportation must meet all requirements of the State regulating authority. Product must be placed in unmarked, non-transparent transportation containers.

(1) All required transportation logs must be in the vehicle and made available to law enforcement at any time the log is inspected. Upon being stopped by a law enforcement officer within the City, each driver must identify to the officer that the product contained within the vehicle is medical marijuana, edible marijuana products or marijuana-infused products, as the case may be, from a licensed medical marijuana establishment and must present a state agent registration card, the route the vehicle was authorized to travel and the actual travel log for inspection.

(I) Each licensee is responsible to obtain a biennial building inspection from the Building Official prior to renewal of any license.

(J) Any closure either temporary or permanent must be noticed in writing to the Director fifteen days prior to such closure, unless an emergency requires the closure of such facility which must be reported to the Director within twenty-four hours of such closure.

(K) Each licensee must meet the accounting and auditing procedures established by the Department to track and record all sales for audit purposes. The Department must have access to such

records as provided for under LVMC 6.02.020.

(1) If an annual audit is required by the State regulating authority, the licensee shall submit the audit report to the City within ninety days of the completion of the audit. All reports or evaluations submitted hereunder shall be confidential and shall not be available for public inspection, except as may be required under State or federal law.

(2) In compliance with all State and Federal privacy laws the licensee shall allow the Director or a designee unrestricted access to all financial documents, books, records, facilities, and all audio and video surveillance pertaining to the facilities. Any information obtained pursuant to this section or any statement filed by the licensee shall be deemed confidential in character and shall not be subject to public inspection or as determined by State and Federal privacy laws.

SECTION 6: Title 6, Chapter 95, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.160: Each licensed medical marijuana dispensary shall comply with the following requirements:

(A) Prices for all products shall be prominently posted in the waiting area in a location and manner readily visible to prospective and actual clients. Prices shall not be posted on the exterior of the licensed premises.

(B) All edible marijuana products and marijuana infused products offered for sale at licensed dispensaries shall meet the requirements, restrictions and labeling of edible marijuana products and marijuana infused products in accordance with LVMC 6.95.150(B). (see Medical Marijuana Production Facility)

(C) Any dispensary that sells edible marijuana products or marijuana infused products must display a placard that states the following:

(1) Edible Marijuana and Marijuana Infused Products. There may be health risks associated with consumption of edible marijuana products or marijuana infused products.

(2) Edible products and marijuana infused products contain marijuana or active compounds of marijuana.

(3) Should not be used by women who are pregnant or breast feeding.

(4) When eaten or swallowed, the intoxicating effects of this product can be delayed two or more hours.

(5) Follow all recommended dosage and serving guidelines and recommendations.

(6) "KEEP OUT OF REACH OF CHILDREN."

The placard shall be no smaller than eight inches tall by twelve inches wide, with font size letters no smaller than forty-eight points. The placard shall be clearly visible and readable by customers and shall be written in English.

(D) A medical marijuana dispensary is not allowed to sell gifts, novelties or participate in ancillary business sales activity within a medical marijuana dispensary with the exception of the following:

(1) Paraphernalia as defined by NRS 453A.125, the sale of which is limited to the consultation room and only to a display area [of ten square feet of gross retail] not to exceed ten percent of the gross floor space in the room.

(2) Ancillary services which are services approved in the educational plan by the State regulating authority, and which also must be approved for an ancillary license by the City.

(E) A dispensary may locate one automatic teller machine for access to patients only for the dispensing of money if the person operating the machine has been approved by the Director under LVMC 6.06.125 and the business is licensed to operate such by the City. Money and legal tender may not be stored onsite except as detailed in the approved security plan.

(F) [The following activities to promote the use of marijuana are prohibited:

(1) The giving of free samples or free product to any person, employee or customer;

(2) No employee shall be paid for services in the form of marijuana product;

(3) Reward programs, customer loyalty programs, promotional activities;

(4) No novelty merchandise may be produced or allowed to have any approved logo or business name to be used on such merchandise; and

(5) The display of any product in any manner visible to the general public from the right-of-way or outside of the facility.] The following activities are prohibited:

(1) The giving of free samples or free product to any person, employee or customer;

(2) Compensation to an employee in the form of marijuana product;

(3) The display of any product in any manner visible to the general public from the right-of-way or outside of the facility; and

(4) The use of reward programs, customer loyalty programs, or merchandise that bears a company logo or business name, unless incidental to the identification or promotion of the dispensary business.

(G) Reserved.

(H) The following activities are prohibited for all licensed medical marijuana dispensaries:

(1) Off-site transportation or sale of medical marijuana, edible marijuana products or marijuana infused products, except to another licensed medical marijuana establishment or the location of the residence of a registry card holder and only to a residential address specified on the registration card. All sales and distribution of medical marijuana, edible marijuana products or marijuana infused products by a licensed medical marijuana dispensary shall occur only upon the licensed premise, and the licensee shall be strictly prohibited from transporting or selling medical marijuana to any person at any other location.

(2) A drive-thru or walk-up window for transactions or product transfer.

(3) Except as otherwise permitted by Paragraph (1) of this Subsection (H):

(a) A dispensary shall not dispense or distribute, sell, transfer or in any other way provide marijuana, edible marijuana products or marijuana infused products other than by

direct, face-to face, in-person transaction with the holder of a registry identification card or designated primary caregiver at the licensed facility; and

(b) Marijuana shall not be provided by any other means of delivery including, without limitation:

(i) Internet sales.

(ii) The transport, mail or private delivery of product.

(I) Dispensaries must inform each customer either by signage, written receipt or on product labeling that it is illegal to re-sell medical marijuana, edible marijuana products or marijuana infused products to any person.

(J) The dispensary shall provide the Director, Metro and all neighbors located within fifty feet of the premises with the name, phone number, and facsimile number of an on-site community relations staff person to whom one can provide notice if there are operating problems associated with the dispensary.

(K) No advertising, materials or postings within the waiting areas may advertise locations, devices or activities promoting the consumption of marijuana or other facilities selling or purporting to provide locations for the private or public consumption of marijuana.

(L) Medical marijuana, edible marijuana products and/or marijuana infused products shall be obtained from licensed medical marijuana establishments within Clark County if an adequate supply is available from licensed medical marijuana establishments located within Clark County.

(M) A medical marijuana dispensary must maintain an electronic verification system in accordance with the requirements of the State regulating authority, which must be used to record data required by the State regulating authority and to validate each registry identification card presented and the allowed amount of medical marijuana to be dispensed.

(N) A medical marijuana dispensary's hours of operation shall be limited to between six a.m. and ten p.m.

SECTION 7: Title 6, Chapter 95, Section 170, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.170: (A) Every two years from the date of issuance each licensee must submit to a review of the issued license.

(B) Documentation required for the biennial review must be submitted at least sixty days prior to the expiration of the license.

(C) Documentation for the biennial review must be provided on a form approved by the Director and accompanied by:

(1) A new license application per LVMC Chapter 6.06;

(2) A nonrefundable application renewal fee of one thousand dollars;

(3) List of all ownership or affidavit testifying that no changes have occurred;

(4) Signed affidavits from each principal attesting to the fact that there have not been any arrests or convictions of a crime in any jurisdiction and they have not had disciplinary action taken against them or an associated business where a business license is held;

(5) If changes are requested, a detailed proposal for changes to any of the plans or documents approved with the initial license or previous renewal, including the sign plan, security plan, environmental plan, operational plan, or building plans;

(6) A copy of all current and proposed contracts for consulting, management, renting or leasing;

(7) A copy of all contracts with any other medical marijuana establishments; and

(8) A statement certifying and attesting that no changes have occurred in the ownership, operations or original application with the exception of those specifically noted in the renewal application.

(D) The Director may approve the review and approve a renewal of the license based on a determination that no material changes have been made to the original application or refer the review with noted requested changes to the Council for consideration. The City Council may approve, approve

with conditions, deny or take such other action as it deems appropriate. [All changes in ownership or location must be referred to the City Council as a new permit application during a posted request for medical marijuana compliance permits.]

(E) The Director may deny renewal of a license based on the failure or refusal of a licensee to carry out the policies and procedures or comply with the plans and statements provided to the Department with the application for the license.

(F) The Director may deny renewal of a license if the establishment is not in compliance with this Chapter or has any unpaid fees.

SECTION 8: Title 6, Chapter 95, Section 230, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.230: (A) Annual License Fee:

(1) Each annual fee is due in advance on July 1st of each year. Applicants who receive license approval on a date other than such due date shall have their license fees prorated on a monthly basis. License fees paid pursuant to the code are not refundable.

(2) Any annual fee which is not received by the Department on or before the due date shall be assessed a late-payment penalty amount equal to ten percent of the amount of such annual fee.

(3) If the annual fee and penalty is not received by the Department within fifteen days after the due date, an additional penalty in an amount equal to twenty-five percent of such annual fee shall be assessed.

(4) If the annual fee and all penalties are not received by the Department within sixty days after the due date, the license shall be automatically revoked.

(5) Each licensee shall pay to the Department in advance, the annual fees set forth in the following schedule:

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License Category	Annual License Fee [(Dollars)]
Medical Marijuana Cultivation Facility	$20,000 for 1st 5,000 square feet of approved cultivation area and $10,000 for each additional 5,000 square feet, or portion thereof, of approved cultivation area
Medical Marijuana Production Facility	[$25,000.00] $5,000.00
Medical Marijuana Dispensary	$75,000.00
Independent Testing Laboratory [fees per LVMC 6.04]	$10,000.00, plus the gross revenue fee described in LVMC Chapter 6.04

(B) Semi-Annual Gross Revenue Fee for Medical Marijuana Dispensary:

(1) Gross revenue fees shall be administered in accordance with LVMC 6.02.160 through 6.02.220, LVMC 6.02.240 through LVMC 6.02.260.

(2) If the semi-annual fee and all penalties are not received by the Department within sixty days after the due date, the license shall be automatically revoked.

(3) A semi-annual license fee based on the gross sales of the medical marijuana dispensary facility according to the following schedule:

(a) All medical marijuana products received directly from the medical marijuana cultivation facility for sale shall be calculated on 5% of gross sales.

(b) All medical marijuana products received directly from the medical marijuana production facility for sale shall be calculated at 7% of gross sales.

(c) Sales other than medical marijuana shall be calculated pursuant to LVMC 6.04.005.

(C) Each medical marijuana cultivation facility, medical marijuana production facility, or independent testing laboratory that is described in LVMC 6.95.100(A) and that is based outside the City shall pay to the Department a semi-annual license fee as set forth in the following schedule:

License Category	Semi-Annual License Fee
Medical Marijuana Cultivation Facility	1% of gross revenue of $5,000.00, whichever is greater
Medical Marijuana Production Facility	1% of gross revenue of $1,500.00, whichever is greater
Independent Testing Laboratory	1% of gross revenue

SECTION 9: Title 6, Chapter 2, Section 250, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.250: (A) All license fees other than gaming, alcoholic beverage and annual medical marijuana license fees shall become delinquent if not received within fifteen days after the due date. If full payment is not made within fifteen days after the due date, fifteen percent of the entire license fee shall be assessed as a penalty, payable in addition to the license fee; provided, however, if the fifteenth day following the due date is a day that the principal offices of the City are not open to the public, the penalty must not be assessed if the license fee is received before midnight of the next day on which the principal offices of the City are open to the public.

(B) Except as otherwise provided in Subsection (E) with respect to ice cream truck and medical marijuana establishment licenses, all licenses for which fees and assessed penalty charges have not been paid within sixty days after the license fee due date are deemed expired and shall not be reinstated until the license fees, assessed penalty charges and a reinstatement fee of fifty dollars have been paid. A license is eligible for reinstatement only within the four-month period following its expiration.

(C) The Director may refer any delinquent license fees and assessed penalty charges to a collection agency for collection if they have not been paid within sixty days after the license fee due date. The Director may do likewise regarding any service charges and administrative fees that have been assessed pursuant to LVMC 6.02.020(B)(7) and have not been paid in a timely manner.

(D) As a condition of reinstatement of a license deemed expired pursuant to Subsection (B) of this Section, the licensee shall, in addition to payment of any outstanding license fees, penalty charges, service charges, administrative fees, and reinstatement fees, reimburse the City for any expenses it has incurred as a result of referring the licensee's delinquent license fees and assessed penalty charges to a collection agency.

(E) The renewal and expiration of ice cream truck licenses shall be in accordance with LVMC 6.47.030(B)(4). The renewal and expiration of medical marijuana licenses shall be in accordance with LVMC 6.95.170.

SECTION 10: Nothing in this Ordinance shall diminish the effect or applicability of

Ordinance No. 6465, which authorizes the temporary waiver of certain license fees.

SECTION 11: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 12: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 13: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-15-16
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-22 - Annexation No. ANX-63178 - Property location: 5664 North Rainbow Boulevard; Petitioned by: Lisa and Adam Taylor; Acreage: 0.95 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located at 5664 North Rainbow Boulevard. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (April 29, 2016) is set by this ordinance.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2016-22 and location map

BILL NO. 2016-22

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-63178)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described generally as located at 5664 North Rainbow Boulevard.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> That portion of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 26, Township 19 South, Range 60 East, MDM, Clark County, Nevada, being LOT 11 in BLOCK 1 of the plat of RAINBOW GARDENS SUBDIVISION, on file in Book 17 of Plats, Page 6, of Clark County, Nevada Records, together with the adjoining half-street portion of RAINBOW BOULEVARD (50.00 foot half-street width) described as follows:
>
> COMMENCING at the southwest corner of said Section 26, also being the centerline intersection of ANN ROAD and RAINBOW BOULEVARD; thence along the west line of said Section 26 and along the centerline of said RAINBOW BOULEVARD, North 00°50'29" East, 269.19 feet to the POINT OF BEGINNING;

thence continuing along the west line of said Section 26, North 00°50'29" East, 130.00 feet a point on the westerly projection of the north line of said LOT 11; thence along said westerly projection, South 88°45'34" East, 50.00 feet to the northwest corner of said LOT 11; thence along the north line of said LOT 11, South 88°45'34" East, 270.40 feet to the northeast corner of said LOT 11; thence along the east line of said LOT 11, South 01°14' 26" West, 130.00 feet to the southeast corner of said LOT 11; thence along the south line of said LOT 11, North 88°45'34" West, 269.50 feet to the southwest corner of said LOT 11; thence along the westerly projection of the south line of said LOT 11, North 88°45'34" West, 50.00 feet to the POINT OF BEGINNING.

The Basis of Bearings for this land description is North 00°50'29" East, being the west line of Section 26, Township 19 South, Range 60 East, MDM, Clark County, Nevada, as shown in Book 17 of Plats, Page 6, of Clark County, Nevada Records.

Written by:
Neil Wacaser
City of Las Vegas, Department of Operations & Maintenance
333 N. Rancho Drive
Las Vegas, NV, 89106
(702) 229-2475
nwacaser@lasvegasnevada.gov

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas

Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 29th day of April, 2016, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 29th day of April, 2016, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an

accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 29th day of April, 2016.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-1-16
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____ _____;

thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

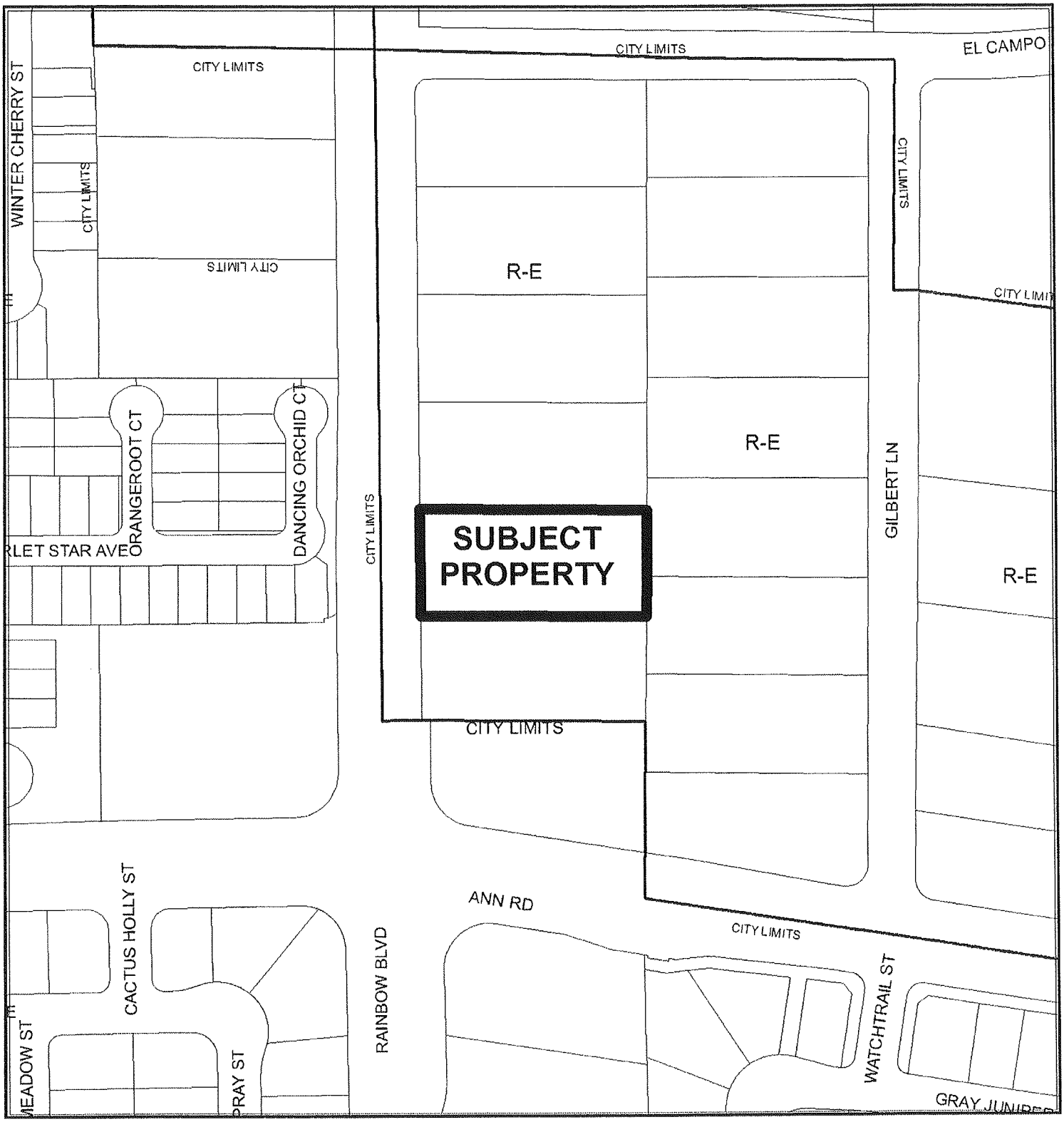
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: ANX-63178

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City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-23 - Clarifies the licensing requirements and cost of licensure for farmer's market promoters and vendors. Sponsored by: Councilman Bob Beers

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will clarify the licensing requirements and cost of licensure for farmer's market promoters and vendors.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2016-23

BILL NO. 2016-23

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC TITLE 6.90 CLARIFYING THE LICENSING REQUIREMENTS AND COST OF LICENSURE FOR FARMER'S MARKET PROMOTERS AND VENDORS AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Beers

Summary: Clarifies the licensing requirements and cost of licensure for farmer's market promoters and vendors.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 90, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.90.040: [(A)] Each person acting as a market promoter must pay [the] a processing fee required by LVMC Chapter 6.02 and an annual business license fee of [one hundred dollars for the market promoter's designated primary] seventy five dollars for each market location.

[(B) For each farmers' market location that a market promoter promotes or operates (or both) in addition to the primary location designated pursuant to Subsection (A) of this Section, the market promoter must pay the processing fee required by LVMC Chapter 6.02 and an annual permit fee of fifty dollars.]

SECTION 2: Title 6, Chapter 90, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed.

SECTION 3: Title 6, Chapter 90, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.90.060: A farmers' market may include non-farm product vendors. It is unlawful for any non-farm product vendor to sell items at a farmers' market without first obtaining and thereafter maintaining a valid license to do so from the Department pursuant to this Chapter. Before a license to sell non-farm product consumables is issued by the Department, the applicant must obtain a health permit from the Health District, if applicable, and comply with all other applicable Health District requirements. For purposes of

the preceding sentence, an organization described in LVMC 6.90.090 shall not be considered a vendor.

SECTION 4: Title 6, Chapter 90, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.90.080: Each non-farm product vendor shall pay a [non-refundable annual license fee of fifty dollars for each farmers' market premises,] semi-annual license fee based upon its gross sales pursuant to LVMC 6.04.005, whether the vendor participates fully or partially during the year.

SECTION 5: Title 6, Chapter 90, Section 140, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.90.140: It is unlawful for any market promoter, producer, farm product vendor or non-farm product vendor participating in a farmers' market to:

(A) Operate an ice cream truck contrary to the provisions of LVMC Chapter 6.47.

(B) Operate independent of the farmers' market without securing the proper business license pursuant to LVMC Title 6.

(C) Operate outside the hours the market promoter has been authorized by the City to conduct a farmers' market.

(D) Operate as a non-farm product vendor in violation of the provisions of this Chapter.

(E) [Sell secondhand items without securing a secondhand dealer's license pursuant to LVMC Chapter 6.74.] Engage in any business requiring a privileged license, without first obtaining a privileged license to operate consistent with Title 6.

SECTION 6: Title 6, Chapter 90, Section 140, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.90.140: For purposes of ensuring proper licensing and determining compliance with Section 6.90.040 of this Chapter, each market promoter shall [report to the Department within fifteen days following the end of each calendar quarter a list of the farm product vendors and non-farm product vendors that operated at a farmers' market during the preceding quarter.] ensure each vendor is properly licensed,

that each vendor has the license on site at each market and the promoter shall keep accurate records of all vendors at each market location for three years and make all such records available to the Department upon request.

SECTION 7: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 8: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____ 3-3-16
James B. Lewis, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2016-24 - Ordinance creating Special Improvement District No. 1521 Gowan Road and Durango Drive. Proposed by: David N. Bowers, Director of Public Works

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $141,464.50
Funding Source: Capital Project Funds - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
This ordinance orders the creation of the special improvement district for the purpose of construction and installation of pavement, curb and gutter, sidewalks and streetlights within the City pursuant to the provisions of the Nevada Revised Statutes Chapter 271, and to levy special assessments according to benefits received by the parcels of land within the proposed district.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2016-24

BILL NO. 2016-24

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1521 – GOWAN ROAD AND DURANGO DRIVE PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

Summary: Creation Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark, State of Nevada, has determined and does hereby declare that the public convenience and necessity require, and the City Council deems it necessary to create, the City of Las Vegas, Nevada, Special Improvement District No. 1521 – Gowan Road and Durango Drive (hereinafter the "District"), for the purpose of constructing and improving or acquiring and improving a Street Project as defined in Chapter 271, Nevada Revised Statutes (hereinafter the "Project"), and to defray a portion of the entire cost and expense of such Project by special assessments, according to benefits, against the benefited lots, tracts and parcels of land within the District; and

WHEREAS, by a resolution heretofore passed and approved (the "Provisional Order Resolution"), the City Council declared its determination to create the District for the purpose of making the Project, stating therein the character and location of the Project, what portion of the entire expense thereof shall be paid by special assessments, and that the assessments are to be made according to benefits, by apt description designating the District, including the lands to be so assessed and definitely locating the improvements to be made; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from in the Project; and

WHEREAS, among other documents, the City Engineer together with the City Engineer Division (hereinafter the "Engineer", collectively) made out a preliminary assessment roll and an assessment plat for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, or if not known, stating the name is "unknown"; a description of each lot, tract, or parcel of land to be assessed; the market value of each lot; the amount of the estimated

assessment to be levied thereon; and the amount of maximum special benefits (and corresponding market value increases); and the Engineer has reported the preliminary assessment roll and assessment plat to the City Council and has prepared and reported the "Engineer's Report to the City Council on Benefits," and has filed the assessment plat, preliminary assessment roll and the Engineer's Report with the City Clerk; and

WHEREAS, pursuant to the Provisional Order Resolution, the City Council gave notice (in the manner specified by NRS 271.305) of the filing of the preliminary plans, assessment plat, preliminary assessment roll, typical section of the contemplated improvements, preliminary estimate of cost, and estimate of maximum benefits (and corresponding market value increases), and of the time and place of a hearing thereon; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might directly and adversely affect their legally protected interests; and

WHEREAS, all owners of property to be assessed and interested persons so desiring were permitted to file a written complaint, protest or objection on or before Thursday, March 10, 2016, and to appear before the City Council on Wednesday, March 16, 2016, to be heard as to the propriety and advisability of acquiring and improving the Project provisionally ordered, as to the estimated cost thereof, the manner of payment therefor, and as to the amount thereof to be assessed, the benefits estimated to be conferred against each tract, and the corresponding market value increases expected for each tract in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that not more than 2,640 feet remain unimproved in any street between improvements already made to the same street or between intersecting streets and that the exception provided by NRS 271.306(2) (b) does exist with respect to the Project; and

WHEREAS, the written and oral objections and protests received were duly considered, and the City Council has determined that it is in the best interests of the City, and the inhabitants thereof, to create the District as theretofore proposed; and

WHEREAS, every written protest and other objection was found to be without sufficient merit and was overruled by the City Council by the Special Improvement District No. 1521 Protest Disposal Resolution; and

WHEREAS, any person filing a written complaint, protest or objection shall have the right, within 30 days after the City Council has finally passed on such complaint, protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination; and

WHEREAS, the City Council and the Engineer have done all things necessary and preliminary to the creation of the District, by filing with the City Clerk an accurate estimate of cost, full and detailed, final revised plans and specifications, revised assessment plat, revised final map, and a report on benefits by the Engineer. The City Council desires now to authorize such improvements and work and to create the District by this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL, OF THE CITY OF LAS VEGAS, DOES ORDAIN AS FOLLOWS:

Section 1. That this Ordinance shall be known as, and may be cited by, the short title "Special Improvement District No. 1521 Creation Ordinance" (the "Ordinance").

Section 2. That the City Council has heretofore determined and does hereby determine that each and every protest and objection made in connection with the District is without sufficient merit and the same be, and the same heretofore have been, by the Special Improvement District No. 1521 Protest Disposal Resolution, overruled, and finally passed upon by the City Council.

Section 3. That the City Council has also determined and does hereby declare as follows:

(a) The public convenience and necessity require the creation of the District.

(b) The creation of the District is economically sound and feasible.

(c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is made.

Section 4. That there hereby is created in the City an improvement district designated as the City of Las Vegas, Nevada, Special Improvement District No. 1521 – Gowan Road and Durango Drive for the purpose of acquiring a Project as more particularly described below. The boundaries of the District,

which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below). The streets to be improved by the improvements are:

Gowan Road (NORTH AND SOUTH SIDE) - from the centerline of Durango Drive east along Gowan Road approximately 285-feet (40-foot right-of-way).

Durango Drive (EAST SIDE) – from the centerline of Gowan Road north and south along Durango Drive approximately 290-feet (50-foot right-of-way).

Section 5. That the Project, which is hereby ordered to be acquired, shall be located within the boundaries of the District, and shall be as shown in the final plans and specifications heretofore filed in the City Clerk's office, without minor details being described. The character of the improvements shall be described more particularly as follows:

The improvements on Gowan Road will consist of the grading, graveling, and asphalt paving as necessary for at least six (6) feet for bike travel lanes, "L" type curb and gutter, sidewalks, and streetlights. The streetlights will be installed at the back of the sidewalk at appropriate intervals. The improvements on Durango Drive will consist of grading, graveling, and sidewalks. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

The City Council has determined that a portion of the cost of the Project is of special benefit and shall be paid by special assessments against the lots, tracts and parcels of land so benefited.

Section 6. That the estimated total cost of the Project shall be apportioned and assessed as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
$ 289,109.40	$ 141,464.50	$ 147,644.90

The amounts to be assessed for the Project will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases); provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any

lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are equal and uniform.

The assessments will be levied on a front foot method for the installation of pavement, curb, gutter, sidewalk and streetlights. Each property owner will be assessed for the cost of a pavement section, curb, gutter, sidewalks and streetlights, where not already existing. Such basis of assessments has been designated by the City Council in the Special Improvement District No. 1521 Provisional Order Resolution.

Section 7. That the portion of the costs to be assessed against, and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon, each piece or parcel of property in the District is stated in the assessment plat and addendum thereto, as designated preliminary assessment roll. In cases of wedge or "V" or any other irregularly-shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

Section 8. That the City Engineer, in cooperation with the City, is hereby authorized to advertise for performing the work and making the Improvements in the Las Vegas Review-Journal, a daily newspaper published in Las Vegas, Nevada, and of general circulation in the City. Such notice shall be published at least once, not less than seven days before the opening of bids. The notice shall be in substantially the form provided by the plans, specifications and contract documents.

Section 9. That after the award of the contract, the City Council shall determine the total cost of the work performed, including incidentals, and assessments shall be levied in accordance with the laws of the State, and the City Council shall provide that the assessments may be payable without interest or demand at the election of the owner during a specified cash payment period, or in forty (40) substantially equal semi-annual installments of principal and interest. The City Director of Finance shall provide the rate of interest on unpaid installments of assessments which will not exceed the maximum rate of interest permitted under the Nevada Revised Statutes. If assessment bonds are issued, such rate will not exceed more than one percent (1%) of the highest rate of interest on any of the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed more than three percent (3%) the "Index of Twenty Bonds", which shall have been most recently published at the time bids for the bonds are received, or at a

time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate will not exceed 9%.

Section 10. That all action, proceedings, matters and things heretofore taken, had and done by the City, and the officers thereof, (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the performing of all prerequisites to the creation of the District, the acquisition of the Improvements, the specially benefited property therein, the determination that the lots, tracts and parcels of land in the District will receive special benefits and market value increases, and the levy of assessments for that purpose be, and the same hereby are, ratified, approved and confirmed.

Section 11. That the officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, construction contracts, engineering specifications, contract addenda, and other items necessary or desirable for the completion of the levying of the assessments for the District and the issuance of the bonds.

Section 12. That in accordance with NRS 271.325 (6), upon the final adoption of this Ordinance, the City Clerk is hereby authorized and directed to immediately file in the office of the Clark County Recorder a certified copy of the preliminary assessment roll (the list of the tracts to be assessed). The County Recorder is to record such assessment roll for the purpose of establishing the record of lien or liens against the lots, tracts, and parcels of land and the amounts of maximum benefits estimated to be assessed against each tract in the assessment area as set forth in this Ordinance.

Section 13. That all ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request. Thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-

Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before the adoption of this Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Filing)

Notice of Filing Of:

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1521 – GOWAN ROAD AND DURANGO DRIVE PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada, and that such ordinance was proposed on the 6TH day of April, 2016, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 4TH day of May, 2016.

/s/ LuAnn D. Holmes
City Clerk

(End of Form of Publication of Notice of Filing)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for and against its passage, and with a statement that typewritten copies of the Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the City of Las Vegas Charter and all laws thereunto enabling. Such publication shall be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1521 – GOWAN ROAD AND DURANGO DRIVE PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on the 6TH day of April, 2016, and was passed at a regular meeting held on the 4TH day of May, 2016, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Carolyn G. Goodman Steven D. Ross Lois Tarkanian Ricki Y. Barlow Stavros S. Anthony Bob Coffin Bob Beers
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after 8TH day of May, 2016, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 4TH day of May, 2016.

/s/ CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ LUANN D. HOLMES
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced April 6, 2016, PASSED, ADOPTED AND APPROVED May 4, 2016.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to form:

3/24/16
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **SS**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City Clerk" and "City", respectively), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on April 6, 2016, and finally adopted and approved on May 4, 2016.

2. The following members of the City Council were present at the April 6, 2016, Council meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Steven D. Ross
	Lois Tarkanian
	Ricki Y. Barlow
	Stavros S. Anthony
	Bob Coffin
	Bob Beers

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 6, 2016, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 4, 2016, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the May 4, 2016, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Carolyn G. Goodman
	Steven D. Ross
	Lois Tarkanian
	Ricki Y. Barlow
	Stavros S. Anthony
	Bob Coffin
	Bob Beers
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 6, 2016, and May 4, 2016. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 North Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on April 6, 2016, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 4, 2016, is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 4, 2016.

LUANN D. HOLMES, MMC

City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 6, 2016 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 4, 2016 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Filing of Creation Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Title of Creation Ordinance)

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2016-25 - Updates the Unified Development Code (LVMC Title 19) to clarify land use regulations and definitions regarding nightclubs by amending the land use table to allow nightclubs as permitted uses in the Downtown Entertainment Overlay District, permitting a waiver of distance separation requirements between nightclubs and protected uses and striking distance separation requirements between nightclubs and protected uses within the Downtown Casino Overlay District. Sponsored by: Councilman Ricki Y. Barlow

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will amend the Unified Development Code (LVMC Title 19) regarding nightclubs by allowing them as a permitted use in the Downtown Entertainment Overlay District, permitting a waiver of distance separation requirements between nightclubs and protected uses, and striking distance separation requirements between nightclubs and protected uses within the Downtown Casino Overlay District.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2016-25

BILL NO. 2016-25

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE UNIFIED DEVELOPMENT CODE (LVMC TITLE 19) TO CLARIFY LAND USE REGULATIONS AND DEFINITIONS REGARDING NIGHTCLUBS BY AMENDING THE LAND USE TABLE TO ALLOW NIGHTCLUBS AS PERMITTED USES IN THE DOWNTOWN ENTERTAINMENT OVERLAY DISTRICT, PERMITTING A WAIVER OF DISTANCE SEPARATION REQUIREMENTS BETWEEN NIGHTCLUBS AND PROTECTED USES, AND STRIKING DISTANCE SEPARATION REQUIREMENTS BETWEEN NIGHTCLUBS AND PROTECTED USES WITHIN THE DOWNTOWN CASINO OVERLAY DISTRICT, AND FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Ricki Y. Barlow

Summary: Updates the Unified Development Code (LVMC Title 19) to clarify land use regulations and definitions regarding nightclubs by amending the land use table to allow nightclubs as permitted uses in the Downtown Entertainment Overlay District, permitting a waiver of distance separation requirements between nightclubs and protected uses, and striking distance separation requirements between nightclubs and protected uses within the Downtown Casino Overlay District.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 19, Chapter 12 Section 10 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding to the Land Use Table "Nightclub, Downtown Entertainment Overlay District" as follows:

	U	R-E	R-D	R-1	R-SL	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-1	C-2	C-PB	C-M	M	Additional Information
Nightclub, Downtown Entertainment Overlay District														P	P	P	P	P	

SECTION 2: Title 19, Chapter 12, Section 70 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the "Nightclub" use as follows:

[Night Club.] Nightclub.

Description: A. An establishment, other than a teen dance center, where its primary operations are that of preparing and serving alcoholic beverages for immediate on-premises consumption and the

provision of live entertainment, generally operated primarily in the late-evening/early morning hours. An establishment shall be considered a nightclub if it exhibits the following characteristics:

1. Live entertainment is provided in an area that exceeds fifty square feet, and the following spaces shall be included in the calculation of such area: stage space, disc jockey space, dance floor(s), and any space primarily dedicated to the viewing of the live entertainment provided by the licensee; [and]

2. Its primary operating hours are generally between the hours of nine p.m. and five a.m. the following day, or "afterhours" between four a.m. and 10 a.m. on the same day[.]; and

3. The establishment is licensed pursuant to LVMC Title 6 for the on-premises consumption of alcoholic beverages pursuant to a tavern license, a tavern-limited license, an urban lounge license or a beer/wine room license.

B. For purposes of this description, live entertainment includes live music (with or without dancing), recorded or digital music played for patrons by a live disc jockey or electronic device, or karaoke entertainment or other stage shows, such as a magician, comedian, or other similar type of performance artist.

Minimum Special Use Permit Requirements:

*1. Because the primary operations of a nightclub are that of preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a nightclub and other uses that should be protected from the impacts associated with a nightclub. Therefore, except as otherwise provided below, no nightclub may be located within 1500 feet of a church, synagogue, school, child care facility licensed for more than 12 children or City park.

*2. A person that desires to operate a nightclub shall obtain both a nightclub land use entitlement as well as any necessary land use entitlement for the service of alcohol for on-premises consumption. A person lawfully operating a nightclub as defined by this section and LVMC 6.39, prior to December 1, 2014, is not required to obtain a special use permit for the continued operation of such

nightclub use. Real property entitled for a nightclub pursuant to this Code shall have no specific spacing requirements between other nightclubs. However, as the nightclub entitlement is [a] separate and distinct from any land use entitlement permitting the service of alcohol for on-premises consumption, this provision shall not act to waive or otherwise diminish the specific spacing requirements between uses entitled for the service of alcohol for on-premises consumption.

*3. The distance separation referred to in Requirement 1, above, and Requirement 8, below, shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed nightclub which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed nightclub. The distance shall be measured in a straight line without regard to intervening obstacles.

*4. For the purpose of Requirement [2,] 3, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a nightclub refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed nightclub will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed nightclub will be located;

C. All parking spaces required by this Section 19.12.070 for the nightclub will be

located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

5. The distance separation requirement set forth in Requirement 1 does not apply to:

a. A proposed nightclub of which, its entire premises, including its parking lot and other accessory structures are wholly located within the LVMC 19.10.100 Downtown Casino Overlay District, or;

b. An establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

6. The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of LVMC 19.12.050(C) under the following circumstances:

a. In connection with a proposed nightclub that will be located on a parcel within [the C-V District, the Parkway Center District within the Downtown Centennial Plan, the Gaming Enterprise Overlay District, the Fremont East Entertainment District, the 18b Arts District or the Downtown Casino Overlay District; or] the LVMC 19.10.110 Downtown Centennial Plan Overlay District that is not exempted from the requirement pursuant to Requirement 5; or

b. In connection with a proposed nightclub that will be located within an establishment which has a non-restricted gaming license and is not exempted pursuant to [paragraph] Requirement 5;

7. The use shall conform to, and is subject to, the provisions of LVMC Chapter 6.50;

*8. No nightclub may be located within 500 feet of any single-family dwelling.

[*9. Alcohol service is only permitted in conjunction with the following Title 6 alcoholic beverage licenses: Beer and Wine Room, Tavern, Tavern-Limited and Urban Lounge.]

On-site Parking requirement: One space for every 3 persons at maximum capacity.

SECTION 3: Title 19, Chapter 18, Section 20 of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended by amended the definition of the "Nightclub" use as follows:

Nightclub. [A.] An establishment, other than a teen dance center, where its primary operations are that of preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, generally operated primarily in the late-evening/early morning hours. An establishment shall be considered a nightclub if it exhibits the following characteristics:

1. Live entertainment is provided in an area that exceeds fifty square feet, and the following spaces shall be included in the calculation of such area: stage space, disc jockey space, dance floor(s), and any space primarily dedicated to the viewing of the live entertainment provided by the licensee; [and]

2. Its primary operating hours are generally between the hours of nine p.m. and five a.m. the following day, or "afterhours" between four a.m. and ten a.m. on the same day[.];

3. The establishment is licensed pursuant to LVMC Title 6 for the on-premises consumption of alcoholic beverages pursuant to a tavern license, a tavern-limited license, an urban lounge license or a beer/wine room license.

[B.] For purposes of the [subsection,] definition, live entertainment includes live music (with or without dancing), recorded or digital music played for patrons by a live disc jockey or electronic device, or karaoke entertainment or other stage shows, such as a magician, comedian, or other similar type of performance artist.

SECTION 4: Title 19, Chapter 18, Section 20 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding the definition of the "Nightclub, Downtown Entertainment Overlay District" as follows:

Nightclub, Downtown Entertainment Overlay District. A nightclub, as otherwise defined herein, of which its entire premises, including its parking lot and other accessory structures are wholly located within the LVMC 19.10.100 Downtown Entertainment Overlay District.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or

ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____ 3/17/16
James B. Lewis, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2016-26 - Updates LVMC Chapters 20.04 and 20.08 pertaining respectively to the City's Flood Control Master Plan and flood hazard reduction. Proposed by: David N. Bowers, Director of Public Works

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will update LVMC Chapters 20.04 and 20.08 pertaining respectively to the City's Flood Control Master Plan and flood hazard reduction. Most provisions within these chapters have not been updated since the late 1980's. The update is part of a project begun several years ago to identify and update obsolete and duplicative Code provisions.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2016-26

BILL NO. 2016-26

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE LVMC CHAPTERS 20.04 AND 20.08 PERTAINING RESPECTIVELY TO THE CITY'S FLOOD CONTROL MASTER PLAN AND FLOOD HAZARD REDUCTION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: David N. Bowers, Director of Public Works

Summary: Updates LVMC Chapters 20.04 and 20.08 pertaining respectively to the City's Flood Control Master Plan and flood hazard reduction.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 20, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.04.010: The [Master Plan of Flood Control Channels of Las Vegas has been prepared by the Department of Public Works and approved by the City Planning Commission to promote the ordinary] Clark County Regional Flood Control District's Master Plan (the "Flood Control Master Plan") has been adopted by the City Council for the development of a system of flood control measures and to reserve areas to be used for stormwater drainage channels.

SECTION 2: Title 20, Chapter 4, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.04.020: [This plan has been prepared as an amendment to the General Master Plan for the city and shall be designated as a Master Plan for Las Vegas.] As it pertains to the City, the Flood Control Master Plan represents the City's approach to flood control planning, as referred to in the City's Master Plan adopted pursuant to NRS Chapter 278.

SECTION 3: Title 20, Chapter 4, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.04.030: The [official Master Plan of Flood Control Channels now on file in the office of the City Clerk, and all explanatory material] Flood Control Master Plan, a copy of which is on file with the City Clerk, is hereby adopted by reference and made a part of this chapter as if fully set forth.

SECTION 4: Title 20, Chapter 4, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.04.040: The Flood Control Master Plan [of Flood Control Channels] sets forth the location and proposed widths of rights-of-way and/or easements which are necessary to provide for stormwater drainage. The proposed or existing width of a flood control channel as set forth [on the master plan] in the Flood Control Master Plan may be lessened if conduit is to be utilized. The reduced width may be allowed by [minute] appropriate action of the City Council. [upon a recommendation from the Planning Commission.]

SECTION 5: Title 20, Chapter 4, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.04.050: (A) It is unlawful for anyone to construct, erect or place any building, structure or improvement on any land within any proposed or existing flood control channel as set forth on the [Master Plan of Flood Control Channels] Flood Control Master Plan Map, excepting, however, that when conduit is used instead of an open channel, the City Council upon recommendation of the Planning Commission may allow buildings, structures, or other improvements above the area occupied by the conduit.

(B) Except as authorized by the Director of Public Works, it is unlawful to do any of the following with respect to a drainage easement that runs in favor of the City or another governmental entity:

(1) Place or erect any structure within the boundaries of the easement; or

(2) Deposit or place any object or material that encroaches upon the easement.

(C) Except as authorized by the Director of Public Works, it is unlawful for the owner of property subject to a drainage easement that runs in favor of the City or another governmental entity to:

(1) Knowingly permit the placement of a structure within the boundaries of the easement;

(2) Knowingly permit the deposit or placement of any object or material that encroaches upon the easement; [or]

(3) Fail to remove any such structure, object or material, upon notice by the City to do so, within the time period specified by the notice[.];

(4) Knowingly modify approved improvements and material within the easement;

(5) Fail to repair damaged structures within the easement or to remove sediment, trash, and vegetation within the easement upon notice by the City to do so, within the time period specified by the notice; or

(6) Otherwise fail to maintain the intended purpose of the easement to function as constructed.

(D) A violation of this Section or any other provision of this Title constitutes a public nuisance.

SECTION 6: Title 20, Chapter 4, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.04.060: The plan adopted in this chapter may be amended, changed, or altered by the deletion therefrom or the addition thereto of rights-of-way and/or easements for stormwater drainage and/or the increase or decrease in width of rights-of-way and/or easements by means of a resolution [adopted by the] or other appropriate action of the City Council. [Said amendments, changes, or alterations shall be referred to the Planning Commission of the City for a recommendation prior to consideration by the Council.]

SECTION 7: Title 20, Chapter 8, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.08.010: [(A) The Nevada State Legislature has in NRS Chapter 278 delegated to local governing bodies the authority, power, and responsibility to promote the public health, safety, morals, and the general welfare of the community by regulating and restricting the improvement of land and by controlling the location and soundness of structures (NRS 278.020). It is the intent of the Legislature that such regulation, restriction, and controlling be accomplished through a system of master planning, zoning, subdivision regulations, planned unit development regulations, parcel map regulations, and building

regulations (NRS 278.150, .160, .230, .250, .326, .349, .380, and .462; and NRS 278A).

(B) The legislation specifically provides that flood hazards and drainage must be considered (NRS 278.160(1)(b) and (h), 278.250(2)(d), 278.349(3)(h) and 278.462(1); and NRS 278A.270).

(C) The local governing body may set conditions for approval of tentative subdivision maps (NRS 278.349(1)), may accept dedications and easements, and may require that the subdivider improve or agree to improve easements (NRS 278.380).

(D) It may require drainage provisions as a condition of approval of parcel maps (NRS 278.462(1)).

(E) It may adopt a building code specifying the design of structures (NRS 278.580(1)) and it may withhold building permits as a means of enforcing the zoning regulations (NRS 278.570(1)).] The Nevada State Legislature has delegated to local governing bodies the authority, power, and responsibility to promote the public health, safety, morals, and the general welfare of the community by regulating and restricting the improvement of land and by controlling the location and soundness of structures. The Legislature has expressed its intent that such regulation, restriction, and controlling be accomplished through a system of master planning, zoning, subdivision regulations, planned unit development regulations, parcel map regulations, and building regulations. NRS Chapters 278 and 278A specifically provide that flood hazards and drainage must be considered by local governments as part of that system and process. In addition, the Legislature has authorized local governing bodies to:

(A) Set conditions for approval of tentative subdivision maps, accept dedications and easements, and require subdividers to improve or agree to improve easements.

(B) Require drainage provisions as a condition of approval of parcel maps.

(C) Adopt a building code specifying the design of structures.

(D) Withhold building permits as a means of enforcing the zoning regulations.

SECTION 8: Title 20, Chapter 8, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.08.050: Words or phrases used in this Chapter shall be interpreted so as to give them the meaning they have in common usage and to give this Chapter its most reasonable application. The following terms have the definitions found below:

[(A)] "Alluvial cone" means that land form characteristic of desert foothill areas formed by the gradual deposition of rock, sand and soil washed out of the mountains by flood runoff. Alluvial cones are characterized by the absence of a well-defined watercourse; instead, the flood runoff tends to migrate from place to place across the cone as ongoing erosion and deposition of stream-borne sediments continually alter the flow path.

[(B)] "Appeal" means a request for a review of the Director of Public Works' interpretation of any provision of this Chapter.

[(C)] "Area of shallow flooding" means a designated AO or VO Zone on the Flood Insurance Rate Map[. The] where base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and[,] velocity flow may be evident.

[(D)] "Area of special flood hazard" means the land in the floodplain subject to a one percent or greater chance of flooding in any given year.

[(E)] "Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

[(F)] "Base flood elevation" means the water surface elevation resulting from the base flood plus an allowance for future development and sediment.

[(G) "City" means the City of Las Vegas.

(H)] "Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

"Drainage Design Manual" means the "Hydrologic Criteria and Drainage Design Manual" in its most recent version, as referred to in the Uniform Regulations for the Control of Drainage adopted pursuant to LVMC Chapter 20.10.

[(I)] "Elevation" means the elevation above mean sea level based on the City bench circuit provided by the City Department of Public Works.

[(J)] "Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid accumulation of runoff of surface waters and sediment from any source.

"Flood Control Master Plan" means the Flood Control Master Plan adopted pursuant to LVMC Chapter 20.04, and as updated from time to time.

[(K)] "Flood Insurance Rate Map" (hereinafter alternately referred to as "FIRM") means the official map dated September, 1980, and all subsequent amendments which may be adopted thereto, on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the City.

[(L)] "Flood Insurance Study" means the official report of the Federal Insurance Administration dated March 1980 (entitled "The Flood Insurance Study for the City of Las Vegas"), and all subsequent amendments which may be adopted thereto, which includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood for the City of Las Vegas, Nevada.

[(M)] "Floodway" means the channel of a watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

[(N)] "Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, unable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this Chapter.

[(O)] "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home"

also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty consecutive days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

[(P)] "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

[(Q)] "New construction" means structures for which the "start of construction" commenced on or after the effective date of the ordinance codified in this Chapter.

[(R)] "Sediment" means rock, sand, mud, vegetation, and other material produced by erosion and carried by floodwaters.

[(S)] "Start of construction" (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within one hundred eighty days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

[(T)] "Structure" means a walled and roofed building or manufactured home that is principally above ground.

[(U)] "Substantial improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure either:

(1) Before the improvement or repair is started; or

(2) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

(1) Any project for improvement of a structure to comply with existing State or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or

(2) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

[(V)] "Variance" means a grant of relief from the requirements of this Chapter which permits construction in a manner that would otherwise be prohibited by this Chapter.

SECTION 9: Title 20, Chapter 8, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.08.070: (A) The areas of special flood hazard are those areas identified by the Federal Insurance Administration in the Flood Insurance Study and the Flood Insurance Rate Map, both of which are hereby adopted by reference and declared to be a part of this Chapter. The Flood Insurance Study and the Flood Insurance Rate Map are on file at the office of the Director of [the Department of Public Works, 400 East Stewart Avenue, Las Vegas, Nevada.] Public Works.

(B) The other areas covered by this Chapter are those subject to flood or sediment hazard and those which produce flood or sediment runoff as identified by the Director of Public Works and/or by the [master plan of drainage.] Flood Control Master Plan.

SECTION 10: Title 20, Chapter 8, Section 130, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.08.130: (A) Subject to the provisions of Subsection (B) of this Section, [It] it shall be unlawful for any person to begin any construction or development on any land within the City without first obtaining

a development permit from the Director of Public Works. [Any person violating this requirement shall be guilty of a misdemeanor.] Application for a development permit shall be made on forms furnished by the Director of Public Works and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; debris control structures; and the location of the foregoing. Specifically, the following information is required:

[(A)] (1) Elevation of the lowest floor of all structures;

[(B)] (2) Elevation to which any structure has been floodproofed;

[(C)] (3) Certification by a registered professional engineer that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Section 20.08.420;

[(D)] (4) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development[.]; and

(5) Documentation to show compliance with the Flood Control Master Plan and Drainage Design Manual.

(B) If and to the extent the Director of Public Works does not use a process to require a separate development permit, the requirements of Subsection (A) may be satisfied by an alternate process by which the Director has the opportunity to review and approve a development permit application under another code, such as a permit application under a building code, provided that the information required by Subsection (A) has been submitted or made available.

SECTION 11: Title 20, Chapter 8, Section 210, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.08.210: The Director of Public Works shall periodically, as deemed necessary, develop [and present to the Planning Commission annually] a report on drainage deficiencies, containing an updated inventory of drainage deficiencies, with their relative priority and estimated cost, and a report on progress made on correcting deficiencies since the last report.

SECTION 12: Title 20, Chapter 8, Section 230, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.08.230: The Director of Public Works shall:

(A) Review all applications for development permits to determine that the requirements of this Chapter have been satisfied, and that the structure would be reasonably safe from flooding;

(B) Review all applications for development permits to determine if the proposed development adversely affects the flood and sediment carrying capacity of the area of special flood hazard. For purposes of this Chapter, "adversely affects" means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot;

(C) Have the City Engineer review each building permit, subdivision, and [P.U.D.] planned unit development proposal for overflow, erosion, and deposition of sediment, and certify prior to approval that all flood hazards have been mitigated in accordance with the master drainage plan, and drainage manual and the requirements of this Chapter. As a minimum, this review shall consider the following:

(1) The drainage area tributary to the proposed development,

(2) The ten-year and one-hundred-year flood discharges with an allowance for sediment and future development,

(3) The flow pattern prior to the proposed development,

(4) The depth and velocity of flow across or adjacent to the parcel,

(5) The proposed measures for protecting the development from flood and sediment, and

(6) The effect of the development on the existing flow pattern and the resulting effect on adjacent and downstream properties.

(D) [No development shall be approved] Have the authority to withhold approval of a development permit application until it is demonstrated that the development is adequately protected from

flood and sediment and that the development does not increase the hazard to adjacent properties by increasing flood levels, deflecting flows or causing erosion or sedimentation problems;

[(D)] (E) Review technical studies that are submitted in connection with development review under this Title[.]; and

(F) [The Department of Public Works is authorized] Have the authority to charge review fees in accordance with a fee schedule that shall be maintained in the office of the City Clerk. The fee schedule, which is incorporated herein by this reference, may be amended from time to time by resolution of the City Council. Review fees under this Subsection [(D)] (F) are nonrefundable, are payable at the time a technical study is submitted, and must be paid prior to the issuance of any permits.

SECTION 13: Title 20, Chapter 8, Section 270, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.08.270: The Director of Public Works shall make interpretations, where needed, as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in [Sections 20.08.280 through 20.08.320.] Section 20.08.280.

SECTION 14: Title 20, Chapter 8, Section 290, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.08.290: (A) Except as otherwise specifically modified or provided in this Chapter, requests for variances from the requirements of this Chapter shall be heard and decided in the manner and in accordance with the variance procedures set forth in Title [19A.] 19, but subject to the automatic review provisions of Section 19.16.140(J)(3).

(B) Prior to a hearing on the variance application, the Director of Public Works shall file a report concerning the application, which shall contain the following information at a minimum:

(1) Location of the parcel;

(2) The tributary drainage area;

(3) The ten-year and one-hundred-year flood discharge, with an allowance for sediment and future development;

(4) The depth and velocity of flow across or adjacent to the parcel;

(5) The requirement from which a variance is requested;

(6) Engineering considerations underlying the requirement;

(7) Possible alternatives to the requirements;

(8) Mitigating circumstances, if any;

(9) The recommended action.

(C) Action on a variance application shall be based upon the report provided for in Subsection [(C)] (B) of this Section, all technical evaluations, all relevant factors, and all standards specified in other sections of this Chapter.

(D) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items in Subsection (C) of this Section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(E) The granting of a variance may be conditioned upon such measures as are deemed necessary to further the purposes of this Chapter.

SECTION 15: Title 20, Chapter 8, Section 370, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.08.370: (A) [This Section shall apply to all subdivisions, minor land divisions and planned unit developments, (PUD's). For the purpose of this Section, the term "subdivision" embraces subdivisions, minor land divisions and PUD's as defined in NRS 278 and 278(A).] As used in this Section, the term "subdivision" shall include all subdivisions, minor land divisions and planned unit developments, as defined in NRS Chapters 278 and 278A.

(B) All subdivision proposals shall be consistent with the need to minimize flood

damage.

(C) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

(D) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage in a manner which does not increase flood hazards to adjoining or downstream properties.

(E) Base flood elevation data shall be provided for all subdivision proposals and other proposed development.

(F) No subdivision lots shall be approved within regulatory floodways. If flood control facilities are proposed that result in an adjustment to a floodway and [these] the facilities are approved by [F.I.A.,] the Flood Insurance Administration, the City may approve the subdivision.

(G) [Subdivision lots having areas of one-fourth acre or less shall be elevated above the base flood level. Subdivision lots having areas greater than one-fourth acre must have a building pad of at least four thousand square feet elevated above the base flood level.] All subdivision lots shall comply with the base flood elevation requirements set forth in the Drainage Design Manual.

(H) Subdivision drainage must be designed to preserve the drainage area boundaries in accordance with the master plan of drainage.

(I) Each subdivision must be protected against off-site flood waters and sediment in a manner which does not significantly increase flood levels, deflect flows, or cause erosion of sedimentation problems.

(J) All streets constructed as part of a development, public and private, are to have concrete curbing and gutter with a longitudinal slope of not less than 0.4% to ensure adequate drainage. In the case of slopes less than 0.4%, a storm drain must be installed.

(K) Surface drainage structures which provide for on-site development drainage are to meet City standards. The longitudinal slope of the flow line is to be no less than 0.5%, with cross slope to the flow line no less than 2%. The area of the drain is to be subdivided as a common lot parcel, recorded on

the final map as a public drainage easement, and designated on the final map as an item requiring maintenance by a private community association.

(L) Private property maintenance requirements identified in Subsections (J) through (K) shall be clearly listed on final map recordings. In addition, a listing of those specific requirements shall be clearly identified and recorded as a covenant against all development properties.

SECTION 16: Title 20, Chapter 8, Section 410, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.08.410: New construction and substantial improvement of any residential structure shall have the lowest floor elevated [to or] above base flood elevation [plus an allowance for sediment and future development.] in accordance with the Drainage Design Manual.

SECTION 17: Title 20, Chapter 8, Section 420, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.08.420: New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall [either have the lowest floor elevated to the level of the base flood elevation plus an allowance for sediment and for future development; or, together with attendant utility and sanitary facilities, shall:] comply with Subsection (A) or Subsection (B) below, or both:

(A) The construction or improvement must have the lowest floor elevated above base flood elevation in accordance with the Drainage Design Manual; or

(B) The construction or improvement must:

[(A)] (1) Be floodproofed so that below the base flood level plus an allowance for sediment and for future development the structure is watertight with walls substantially impermeable to the passage of water, and protected from erosion; and

[(B)] (2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

[(C)] (3) Be certified by a registered professional engineer or architect that the design and methods of construction meet the standards of this Section. The registered professional

engineer or architect shall develop and/or review the structural design, specifications and plans for the construction. Such certifications which include the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be provided to the Director of Public Works as set forth in Subsection (C) of Section 20.08.250.

SECTION 18: Title 20, Chapter 8, Section 430, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20.08.430: (A) All manufactured homes to be placed or substantially improved within Zones A1-30, AH, and AE shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation in accordance with the Drainage Design Manual and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Subsection (B) of Section 20.08.340.

(B) No manufactured home shall be placed in a floodway. If flood control facilities are proposed that result in an adjustment to the floodway and the adjustment is approved by [F.I.A.,] the Flood Insurance Administration, the City may approve the placement of the manufactured home.

SECTION 19: Title 20, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 445, reading as follows:

20.08.445: (A) With respect to any development or significant redevelopment of a site for non-residential purposes that is one acre in size or larger, low impact development measures must be undertaken as required by the Drainage Design Manual and the Stormwater Management Plan in effect for the Las Vegas Valley.

(B) With respect to any development or significant redevelopment of a site for non-residential purposes that is smaller than one acre in size, low impact development measures are encouraged in order to mitigate the impacts of urban development on surface water resources in the Las Vegas Valley.

SECTION 20: Title 20, Chapter 8, Sections 120, 170, 180 and 320, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 21: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 22: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 23: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, City Clerk

APPROVED AS TO FORM:

Val Steed 3-23-16
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, City Clerk

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - A closed meeting is called in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
To discuss labor issues.

RECOMMENDATION:
None

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing on local improvement district for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance - FY2017) - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements from July 1, 2016 through June 30, 2017 along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane.

RECOMMENDATION:
Public Hearing only; no action required.

BACKUP DOCUMENTATION:
Public Hearing Notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2017)

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2016-1 for City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2017) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on March 2, 2016, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1485 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance") to defray the annual maintenance costs of a street beautification project (hereinafter the "Maintenance Project"). The boundaries of the District, which include the location of the Maintenance Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property abutting the street as described below. The streets along which the improvements are to be maintained include:

Alta Drive (BOTH SIDES) from western right-of-way of Rancho Drive to approximately 275 feet west of Lacy Lane.

The amounts to be assessed for the Maintenance of the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases), provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The amount to be assessed will be levied on an area basis, i.e., the amount of the assessment against each parcel will be in proportion to the area of that parcel as compared to the area of all parcels to be assessed. Each property owner will be assessed for the annual cost of the Maintenance Project.

The landscape maintenance shall include maintenance of all landscape improvements including trees, shrubs, and other plantings, irrigation system and controls, fertilization, electrical and water services. The maintenance shall also include the supply of all required water and electrical power.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the maintenance of improvements in the Maintenance Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 6, 2016, at 9:00 a.m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 31, 2016, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the

assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and,

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the amount of the assessment postponed. A person desiring to apply for a hardship determination shall file an application no later than March 31, 2016, with the Clark County Department of Social Service (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-4270 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 2, 2016.

LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing on local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2017 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for annual funding of the maintenance of the Fremont Street Neighborhood Improvement Project. Assessments for the maintenance district will be suspended from July 1, 2016 through June 30, 2017 due to a surplus of funds acquired through previous assessments. Although no assessments are being levied, NRS requires the maintenance district to be levied each year. The maintenance of the Neighborhood Improvement Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
Public Hearing only; no action required.

BACKUP DOCUMENTATION:
Public Hearing Notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2017 (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2016-2 for City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District FY2017 (Las Vegas Boulevard to 8th Street) (the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on March 2, 2016, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1516 Creation Ordinance heretofore adopted (the "Creation Ordinance"). The street to be improved by the improvements is:

Fremont Street (BOTH SIDES) from the center line of Las Vegas Boulevard to the center line of 8th Street.

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases). However, an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform. The costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or Final assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The following methodology will determine the assessments against parcels in the District. The acreage of a parcel in the District will be multiplied by a weighting factor, depending upon the street

or streets which the parcel fronts. The categories of streets shall be weighted as follows: a) Fremont Street frontage will be weighted at 1.5; b) side street frontage (Las Vegas Boulevard, Sixth Street, Seventh Street, and Eighth Street) will be weighted at 1.0; and c) back street frontage (Ogden Avenue and Carson Avenue) will be weighted at 0.75. The assessments will equal the weighting factor times the acreage of the parcel, divided by the total weighted acreage in the District, times the total amount assessed for the Project.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 6, 2016, at 9:00 a.m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 31, 2016, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as

to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than March 31, 2016, with the Clark County Department of Social Service (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-4270 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 2, 2016.

LUANN D. HOLMES, MMC, City Clerk

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

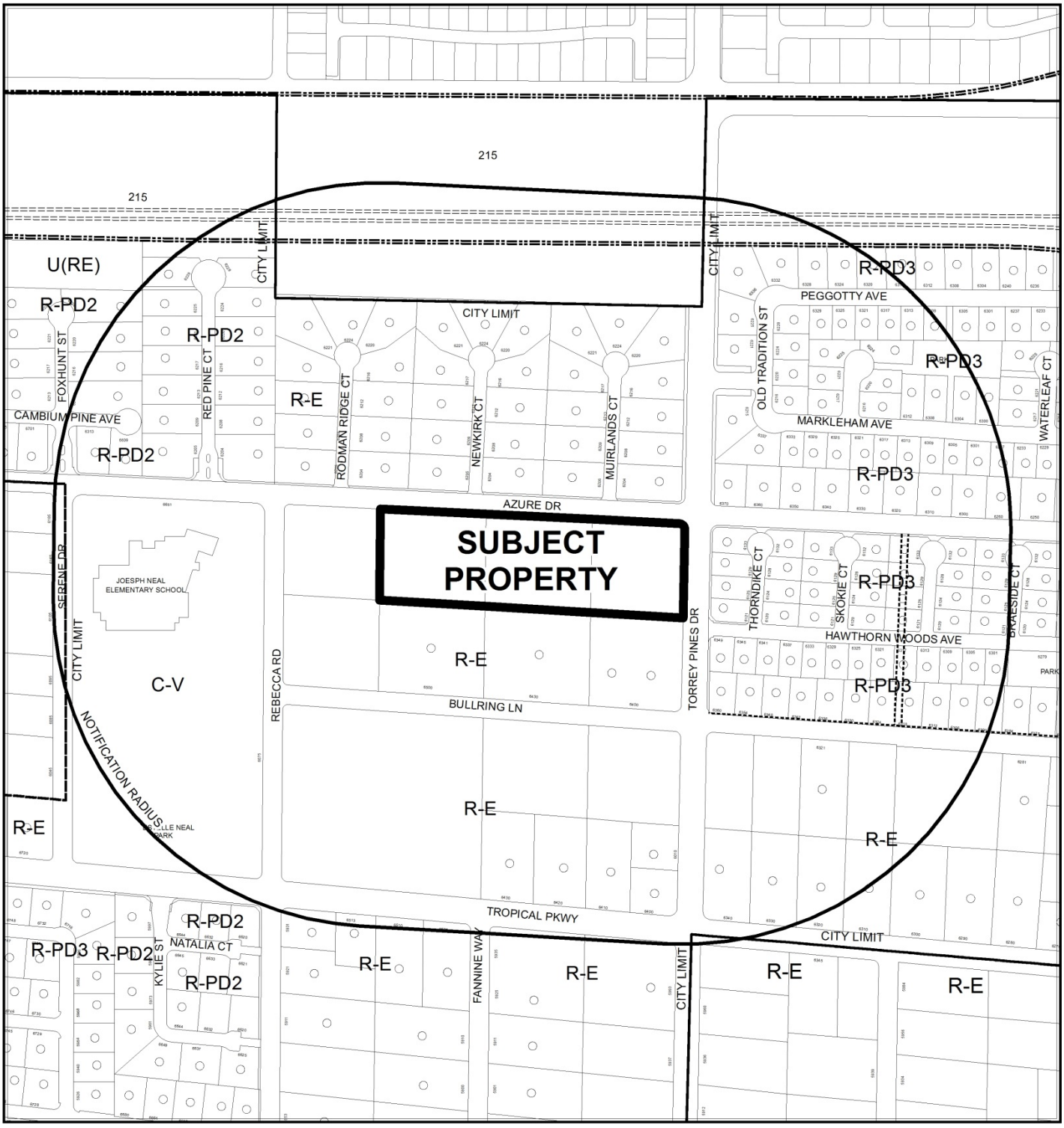
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-62784 - ABEYANCE ITEM - REZONING - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), Ward 6 (Ross) [PRJ-62712]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787 [PRJ-62712]
2. Abeyance Request Letter Submitted by Triton Engineering - ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787 [PRJ-62712]
3. Conditions and Staff Report - ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787 [PRJ-62712]
4. Supporting Documentation - ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787 [PRJ-62712]
5. Photo(s) - ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787 [PRJ-62712]
6. Justification Letter - ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787 [PRJ-62712]
7. Backup Submitted from the March 16, 2016 City Council Meeting
8. Backup Submitted at the February 9, 2016 Planning Commission Meeting



CASE: **ZON-62784, WVR-62786, VAR-62756, VAR-62765-83, VAR-62785 AND TMP-62787 (PRJ-62712)**

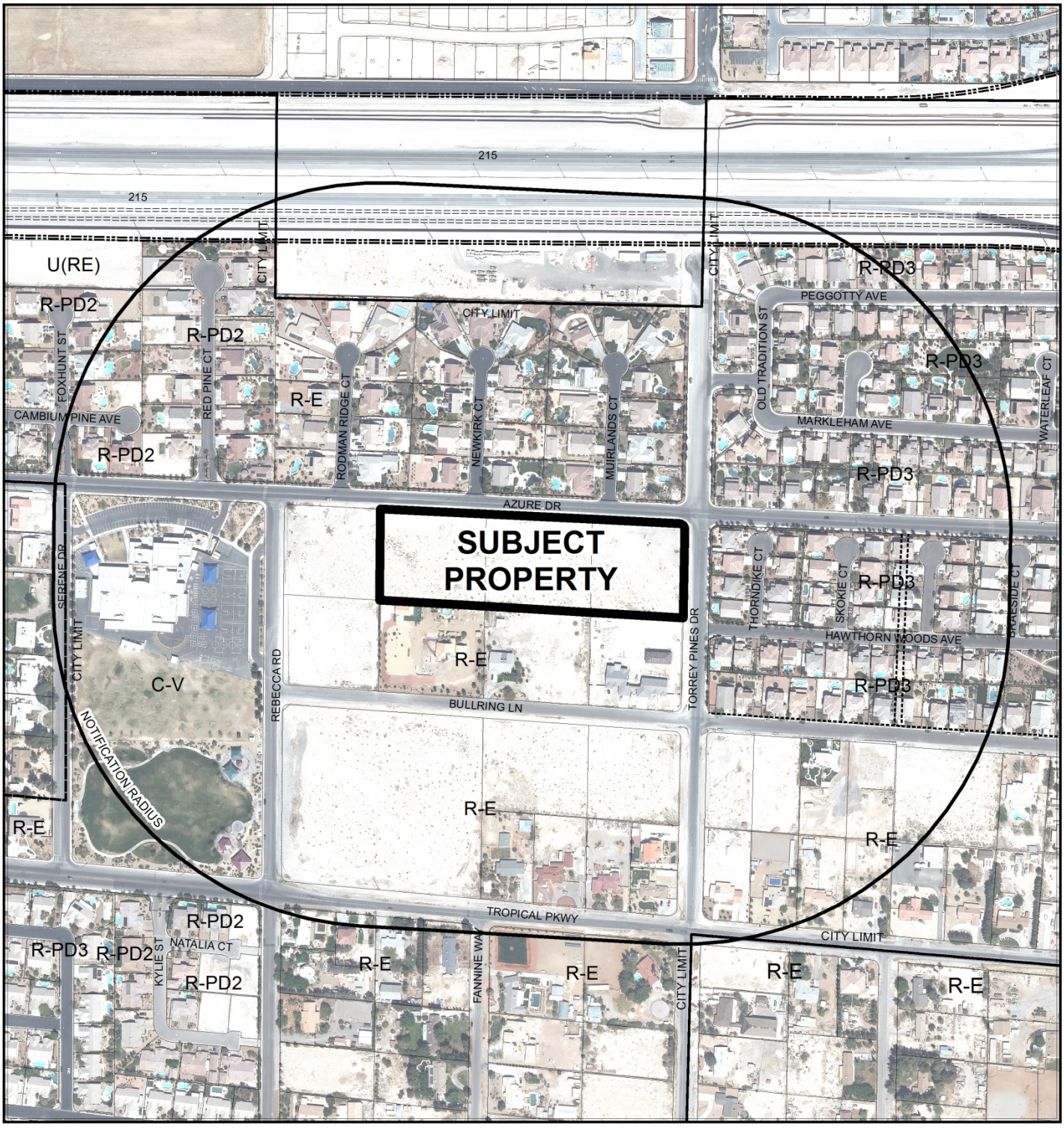
0 300 600 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-D (SINGLE FAMILY RESIDENTIAL – RESTRICTED)

N



CASE: **ZON-62784, WVR-62786, VAR-62756, VAR-62765-83, VAR-62785 AND TMP-62787 (PRJ-62712)**

0 300 600 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-D (SINGLE FAMILY RESIDENTIAL – RESTRICTED)

N

Triton
Engineering

February 22, 2016

City of Las Vegas
Planning & Development
333 North Rancho Drive, 3rd Floor
Las Vegas, NV 89106

Subject: Request for Hold – Abeyance
DR Horton -Azure & Torrey Pines – NORTH
ZON-62784, VAR-62756, VAR-62765 through VAR-62783, VAR-62785, WVR-62786 and TMP-62787

To whom it may concern;

As representatives of DR HORTON we respectfully request for a 2 week continuance for the above mentioned applications. These applications are currently scheduled to be heard by the City Council on March 16, 2016. We are respectfully requesting that these matters be continued to the next scheduled City Council hearing on April 6th, 2016. The additional time is needed to continue to meet with the neighbors.

If you should have any questions please feel free to contact me at 702-254-1480.

Sincerely,

Aimee Ignatowicz-English
Project Coordinator

6757 W. Charleston Blvd., Suite B • Las Vegas, Nevada 89146
Office: (702) 254-1480 • Fax: (702) 254-3062 • www.tritoneng.com

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 16, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-62784	Staff recommends APPROVAL.	
VAR-62756	Staff recommends APPROVAL, subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62765	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62766	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62767	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62768	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62769	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62770	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62771	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62772	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62773	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786

YK

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-62774	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62775	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62776	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62777	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62778	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62779	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62780	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62781	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62782	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62783	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
VAR-62785	Staff recommends DENIAL, if approved subject to conditions:	ZON-62784 TMP-62787 WVR-62786
WVR62786	Staff recommends APPROVAL, subject to conditions:	ZON-62784 TMP-62787
TMP-62787	Staff recommends APPROVAL, subject to conditions:	ZON-62784 VAR-62756 WVR-62787

**** CONDITIONS ****

VAR-62756 CONDITIONS

Planning

1. Approval of Rezoning (ZON-62784).

2. Approval of and conformance to the Conditions of Approval for Waiver (WVR-62786) and Tentative Map (TMP-62787) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. This Variance approves an internal street block length of 874 feet, where 660 feet is required.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

VAR-62765 through VAR-62783 CONDITIONS

Planning

1. Approval of Rezoning (ZON-62784).

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-62756), Waiver (WVR-62786) and Tentative Map (TMP-62787) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. These Variances approve a front yard setback of 20 feet, where 25 feet is normally required and a rear yard setback of 25 feet, where 30 feet is normally required.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

VAR-62785 CONDITIONS

Planning

1. Approval of Rezoning (ZON-62784).

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-62756), Waiver (WVR-62786) and Tentative Map (TMP-62787) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. This Variance approves a front yard setback of 20 feet, where 25 feet is normally required and a rear yard setback of 25 feet, where 30 feet is normally required.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

WVR-62786 CONDITIONS

Planning

1. Approval of Rezoning (ZON-62784).

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-62756) and Tentative Map (TMP-62787) shall be required, if approved.

3. This approval shall be void four (4) years from date of final approval, unless a building permit has been issued for new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

TMP-62787 CONDITIONS

Planning

1. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map with four (4) years of the approval of the Tentative Map, this action is void.

2. Approval of Rezoning (ZON-62784).

3. All development shall conform to the Conditions of Approval for Variance (VAR-62756) and Waiver (WVR-62786) applications.

4. Housing units are restricted to single-story construction on all 20 lots.

5. Street names must be provided in accordance with the City's Street Naming Regulations.

6. In conjunction with creation, declaration and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

7. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and functioning prior to construction of any combustible structures.

8. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

9. Construct half-street improvements on Azure Drive and Torrey Pines Drive adjacent to the site to match existing improvements to the north, east, and northeast, as shown on the site plan dated 12/24/15; i.e. attached sidewalk with no amenity zone. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

10. The private street for this site must be granted as a "Public Utility Easement, Public Sewer Easement, and Public Drainage Easement with private surface maintenance by the Homeowner's Association" on the Final Map for this site.

11. A working sanitary sewer connection shall be in place prior to final inspection of any units within this development. Full permanent improvements on all major access streets, including all required landscaped areas between the perimeter wall and adjacent public street, shall be constructed and accepted by the City prior to issuance of any building permits beyond 50% of all units within this development. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75%. The above thresholds notwithstanding, all required improvements shall be constructed in accordance with Title19.02.130.D.

12. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

13. As per Unified Development Code (UDC) 19.16.060.G, all requirements must be complied with or such future compliance must be guaranteed by an approved performance security method in accordance with UDC sections 19.02.130.C and 19.02.130.E.

14. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

15. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting approval of a proposed 20-lot single-family, detached residential subdivision on 6.08 acres located at the southwest corner of Azure Drive and Torrey Pines Drive in the Centennial Hills Sector of the General Plan. The parcels are currently undeveloped. This project includes a request to Rezone the parcels from R-E (Residence Estates) to R-D (Single Family Residential-Restricted) zoning district; 21 Variances (one to allow an extended internal street block length and 20 for reduced front and rear yard setbacks on each of the proposed lots); a Waiver of the 220 feet intersection distance separation requirement; and a Tentative Map. Staff supports the requests for Rezoning, Waiver, Tentative Map and the Variance (VAR-62756) for an increase in street block length. However, the 20 Variances for reduced front and rear yard setbacks for each proposed lot is not supported by staff, as there is no hardship associated with this site which precludes the placement of smaller homes that comply with the setback requirements. If denied, the parcels would remain zoned as R-E (Residence Estates) and undeveloped pending approval of future entitlements.

ISSUES

- A Variance is required to allow an internal street to be 874 feet, where 660 feet in length is the maximum allowed. Staff supports this request.
- Twenty (20) Variances are required to allow for 20-foot front and 25-foot rear yard setbacks for each of the proposed 20 lots, where 25 feet and 30 feet, respectfully, are required in the R-D (Single Family Residential-Restricted) zoning district. Staff does not support these requests.
- A Waiver is required to allow a 177-foot distance separation between intersections, where 220 feet is required. Staff supports this request.
- The project is located within the 330-foot Rural Preservation Overlay Buffer Area. The intent of this overlay is to protect rural neighborhoods from more intense residential development.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc…	
05/12/64	The Board of Commissioners approved an Annexation (A-0003-64) that included the subject parcels, as part of a larger 5,000 acre request.

Related Relevant City Actions by P&D, Fire, Bldg., etc…	
02/04/04	The City Council tabled a request for a Site Development Plan Review (SDR-3284) and a Variance (VAR-3360) to allow a 27-foot side yard setback where residential adjacency standards require a minimum setback of 78 feet for a proposed private school, primary on 2.10 acres adjacent to the south side of Azure Drive, approximately 285 feet west of Rebecca Road.
06/22/06	The City Council tabled a request to Amend (GPA-12373) a portion of the Centennial Hills Sector Plan of the Master Plan from DR (Desert Rural Density Residential to L (Low Density Residential); a Rezoning (ZON-12377) from R-E (Residence Estates) to R-1 (Single Family Residential); and a Special Use Permit (SUP-12376) for a private streets in conjunction with a proposed single-family residential development on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive. Staff recommended denial on all requests.
10/19/06	The Planning Commission held in abeyance at the request of the applicant a request for a General Plan Amendment (GPA-16538), a Rezoning (ZON-16609), a Site Development Plan Review (SDR-16611), and a Waiver (WVR-16610) to the 11/02/06 Planning Commission meeting.
12/20/06	The City Council approved requests for a General Plan Amendment (GPA-16538) from DR (Desert Rural Density Residential) to R (Rural Density Residential); a Rezoning (ZON-16609) from R-E (Residence Estates) to R-PD3 (Residential Planned Development - 3 Units per Acre) and a Site Development Plan Review (SDR-16611) for a 21-unit single-family residential subdivision. A Waiver (WVR-16610) to Title 18.12.160 to allow approximately 173 feet between street intersections where 220 feet is the minimum distance separation required was withdrawn without prejudice by the applicant. Planning Commission recommended approval of GPA-16538, ZON-16609 and SDR-16611, but recommended denial of WVR-16610. Staff recommended approval on all requests.
02/22/07	The Planning Commission approved a request for a Variance (VAR-19019) to allow zero square feet of open space where 15,137 square feet is required for a proposed 21-unit single-family residential subdivision on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive. Staff recommended approval.
02/09/16	The Planning Commission unanimously voted to recommend APPROVAL of a Rezoning (ZON-62784) and 21 Variances (VAR-62756, VAR-62765-VAR-62783), VAR-62785 and a Waiver (WVR-62786) and a Tentative Map (TMP-62787).

Most Recent Change of Ownership	
11/19/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related permits or businesses licenses associated with the subject site.

Pre-Application Meeting	
12/22/15	Staff met with the applicant and reviewed the proposed 20-lot residential subdivision. It was determined that the proposed project would require a Variance to allow a street to exceed 660 feet in length, a Waiver to allow a reduced intersection distance separation and a Tentative Map application. After the meeting, the applicant contacted staff and indicated that a Variance for each of the 20 proposed lots would also be requested for reduced front and rear yard setbacks. Staff recommended the applicant hold a voluntary neighborhood meeting since the project would be more intense than recommended within the 330 foot Rural Preservation Overlay Buffer Area.

Neighborhood Meeting	
02/01/16	This voluntary meeting started at 6:00 p.m. and concluded at 6:50 p.m. One applicant, ten members of the public and two City staff members attended. This main issues of concern were the following: • Additional traffic on Torrey Pines Drive; • Additional students for the overcrowded schools; • The long street that will be used for speeding; and • Concern regarding the intersection off-set Waiver since there are two school bus stop pick-ups between the proposed intersections.

Field Check	
12/31/15	Staff visited the site and found an unfenced, vacant lot. The property had some natural desert plants throughout the site. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	6.08

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	R (Rural Density Residential)	R-E (Residence Estates)
North	Single-Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
South	Single-Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single-Family, Detached	R (Rural Density Residential)	R-PD3 (Planned Development – Three Units per Acre)
West	Undeveloped	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
Rural Preservation Overlay District	N
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.065, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	10,000 SF	10,052 SF	Y
Min. Lot Width	80 Feet	81 Feet	Y
Min. Setbacks			
• Front	25 Feet	20 Feet	N*
• Side	5 Feet	5 Feet	Y
• Corner	15 Feet	15 Feet	Y
• Rear	30 Feet	25 Feet	N*

*Variances have been requested.

Existing Zoning	***Permitted Density***	***Units Allowed***
R-E (Residence Estates)	2.18	13
Proposed Zoning	***Permitted Density***	***Units Allowed***
R-D (Single Family Residential-Restricted)	3.59	20
General Plan	***Permitted Density***	***Units Allowed***
R (Rural Density Residential)	3.59	21

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Azure Drive	Minor Collector	Planned Streets and Highways Map	60	Y
Torrey Pines Drive	Secondary Collector	Planned Streets and Highways Map	80	Y
Proposed Private Street	Residential Street (Narrow Lot)	Planned Streets and Highways Map	47	Y

19.04.040 Connectivity			
Transportation Network Element		***# Links***	***# Nodes***
Internal Street		1	
Intersection – Internal			
Cul-de-sac Terminus			1
Intersection – External Street or Stub Terminus			
Intersection – Stub Terminus w/ Temporary Turn Around Easements			
Non-Vehicular Path - Unrestricted		.5	
Total		1.5	1
	Required	***Provided***	
Connectivity Ratio (Links / Nodes):	**1.30 Not required in R-D**	**1.5***	

*Although Connectivity is not a required condition in the R-D (Single Family Residential-Restricted) zoning district, this project exceeds the standard.

Streetscape Standards	***Required***	***Provided***	***Compliance***
Secondary Collector (Torrey Pines Drive)	A three-foot wide landscape amenity area and a five-foot wide sidewalk	A five-foot wide sidewalk at back of curb and then a six-foot wide landscape amenity area.	Y *
Minor Collector (Azure Drive)	A five-foot wide landscape amenity area and a five-foot wide sidewalk	A five-foot wide sidewalk at back of curb and then a six-foot wide landscape amenity area.	Y*
Residential Street (Narrow Lot)	A five-foot wide sidewalk	A five-foot wide sidewalk.	Y

*The Public Works Department approved a Deviation from the Complete Street Development Standards per condition.

Waivers		
Requirement	***Request***	***Staff Recommendation***
To provide 220 feet between street intersections.	To allow a 177-foot distance separation between intersections	Approval

ANALYSIS

The undeveloped, 6.08 acre site is located at the southwest corner of Azure Drive and Torrey Pines Drive. The applicant is proposing to rezone the site from R-E (Residence Estates) to R-D (Single Family Residential-Restricted) district. This would still conform to the General Plan Land Use designation of R (Rural Density Residential) regarding density permitted.

The applicant is currently requesting a Tentative Map for a 20-lot single-family subdivision to cover the 6.08-acre site. The R (Rural Density Residential) allows the site to accommodate up to 3.59 dwelling units per acre. As proposed, the subject site would have a density of 3.29 dwelling units per acre, which complies with the maximum density limitations.

The proposed private street where all 20 lots will have frontage takes access from Torrey Pines Drive. As an 80-foot wide Major Collector, Title 19.04 requires Torrey Pines Drive to be constructed to Complete Streets Standards. These standards include provisions of a three-foot amenity zone and a five-foot sidewalk within the right-of-way, with shade trees to be spaced a maximum of 40 feet on center within the planter area. However, the applicant is proposing to deviate from these standards by having the sidewalk adjacent to the curb and then a landscape amenity area. The Public Works Department has approved this deviation in order to match the existing developed conditions in the area.

Direct access to the residential lots will be provided via a proposed 47-foot wide private street with five-foot wide sidewalks located on either side of the street. As proposed, the 47-foot wide private street is to be constructed to Complete Street Standards for a Residential Street (Narrow Lot) design.

The lot sizes of the development range from 10,052 square feet up to 13,404 square feet. According to the submitted justification letter, the proposed home models do not adhere to the minimum setback requirements for the R-D (Single Family Residential-Restricted) zoning designation as outlined by Title 19.06.

The applicant has requested front and rear yard setback variances for all 20 lots. The justification provided is that the market demand is for large home floor plans on a single-story layout. They also indicate that the single-story homes will have a reduced aesthetic impact on the adjacent rural residential neighborhoods; thereby, providing more privacy. The applicant has

agreed, in writing, to have a condition placed on the Tentative Map that will restrict homes to single-story construction. This is reflected in condition number four. Three proposed floor plans of the individual model types were submitted as a part of this review. All three feature three car garages. Two of the garages have a one-bay side loaded garage in addition to the two-bay front loaded garage. The floor plans range from a three bedroom, 2,400 square-foot model and two four bedroom models from 2,530 to 2,530 square feet. All three models are designed in a contemporary ranch style.

Public Works Department staff notes that north/south and east/west cross sections are shown with this Tentative Map submittal, but no stationing or elevations are shown. Per the Tables in Subdivision Code 19.06.050, a development with natural slopes less than 2% are allowed maximum four-foot retaining walls. Staff notes that there is one retaining wall shown on the western border at a maximum of three feet in height and another retaining wall on the southern border at a maximum height of three feet. Both of these walls are within the guidelines established by code.

FINDINGS (ZON-62784)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed Rezoning to R-D (Single Family Residential-Restricted) conforms to the density range allowed by the existing R (Rural Density Residential) General Plan land use designation and supports Objective 2.6., that states: "to improve the amount and quality of infill development on vacant and underutilized lands within established areas of the city."

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The detached single-family residential use proposed on the subject property is proposed at an appropriate density with the surrounding properties and is therefore, compatible with the density uses and zoning designations of these surrounding properties. The average lot size for this proposed development is 11,730 square feet.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   From November 2014 to November 2015 there has been an 11.4% increase in the number of housing permits requested in the City of Las Vegas. The density and size of the lots proposed for the property to be rezoned will resemble the development pattern of surrounding properties. The proposed Rezoning is therefore appropriate.

4. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.

Access to the property is provided off Torrey Pines Drive, identified as an 80-foot Secondary Collector Street on the Master Plan of Streets and Highways. This right-of-way is adequate to meet the traffic demands of the proposed single-family residential development.

FINDINGS (VAR-62756)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

"Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

Evidence of a unique or extraordinary circumstance has been presented, in that the applicant has not created a self-imposed hardship by proposing a street block length greater than 660 feet. An alternative street design would allow conformance to the Title 19 requirements but be detrimental to the rural nature of the area. In view of this hardship imposed by the site's physical location, it is concluded that the applicant's hardship is not preferential in nature, and it is thereby within the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (VAR-62765 through VAR-62783)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

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No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing home models that do not fit on their self-created lots. An alternative would be to offer homes with a smaller footprint that would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (VAR-62785)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial

> detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing home models that do not fit on their self-created lots. An alternative would be to offer homes with a smaller footprint that would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (WVR-62786)

Public Works has no immediate concerns with the requested Waiver of intersection offset distance. Traffic counts at the affected intersections are expected to be low, and the separation distance is sufficient to minimize traffic conflicts.

FINDINGS (TMP-62787)

The proposed Tentative Map conforms to Nevada Revised Statues. However, the project requires a Variance and a Waiver from Title 19 Development Standards. Staff supports these requests. Although staff recommends denial of the 20 setback Variances, the approval or denial of these Variances will not impact the Tentative Map; therefore, staff recommends approval.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 30

NOTICES MAILED
179 - ZON-62784 and VAR-62756
179 - VAR-62765 and VAR-62766
179 - VAR-62767 and VAR-62768
179 - VAR-62769 and VAR-62770
179 - VAR-62771 and VAR-62772
179 - VAR-62773 and VAR-62774
179 - VAR-62775 and VAR-62776
179 - VAR-62777 and VAR-62778
179 - VAR-62779 and VAR-62780
179 - VAR-62781 and VAR-62782
179 - VAR-62783 and VAR-62785
179 - WVR-62786 and TMP-62787

YK

APPROVALS

1 - ZON-62784 and VAR-62756
1 - VAR-62765 and VAR-62766
1 - VAR-62767 and VAR-62768
1 - VAR-62769 and VAR-62770
1 - VAR-62771 and VAR-62772
1 - VAR-62773 and VAR-62774
1 - VAR-62775 and VAR-62776
1 - VAR-62777 and VAR-62778
1 - VAR-62779 and VAR-62780
1 - VAR-62781 and VAR-62782
1 - VAR-62783 and VAR-62785
1 - WVR-62786 and TMP-62787

PROTESTS

0 - ZON-62784 and VAR-62756
4 - VAR-62765 and VAR-62766
0 - VAR-62767 and VAR-62768
0 - VAR-62769 and VAR-62770
0 - VAR-62771 and VAR-62772
0 - VAR-62773 and VAR-62774
0 - VAR-62775 and VAR-62776
0 - VAR-62777 and VAR-62778
0 - VAR-62779 and VAR-62780
0 - VAR-62781 and VAR-62782
0 - VAR-62783 and VAR-62785
0 - WVR-62786 and TMP-62787

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-62784 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed ____ **Zoning:** existing R-E proposed R-D

Commercial Square Footage ____ **Floor Area Ratio** ____

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** ____ **Fax:** ____

City Las Vegas **State** NV **Zip** 89113

E-mail Address ____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:** ____

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Thomas L Brooker

Subscribed and sworn before me

This 24 day of November, 20 15.

Caroline Dryer

Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

Revised 10/27/08

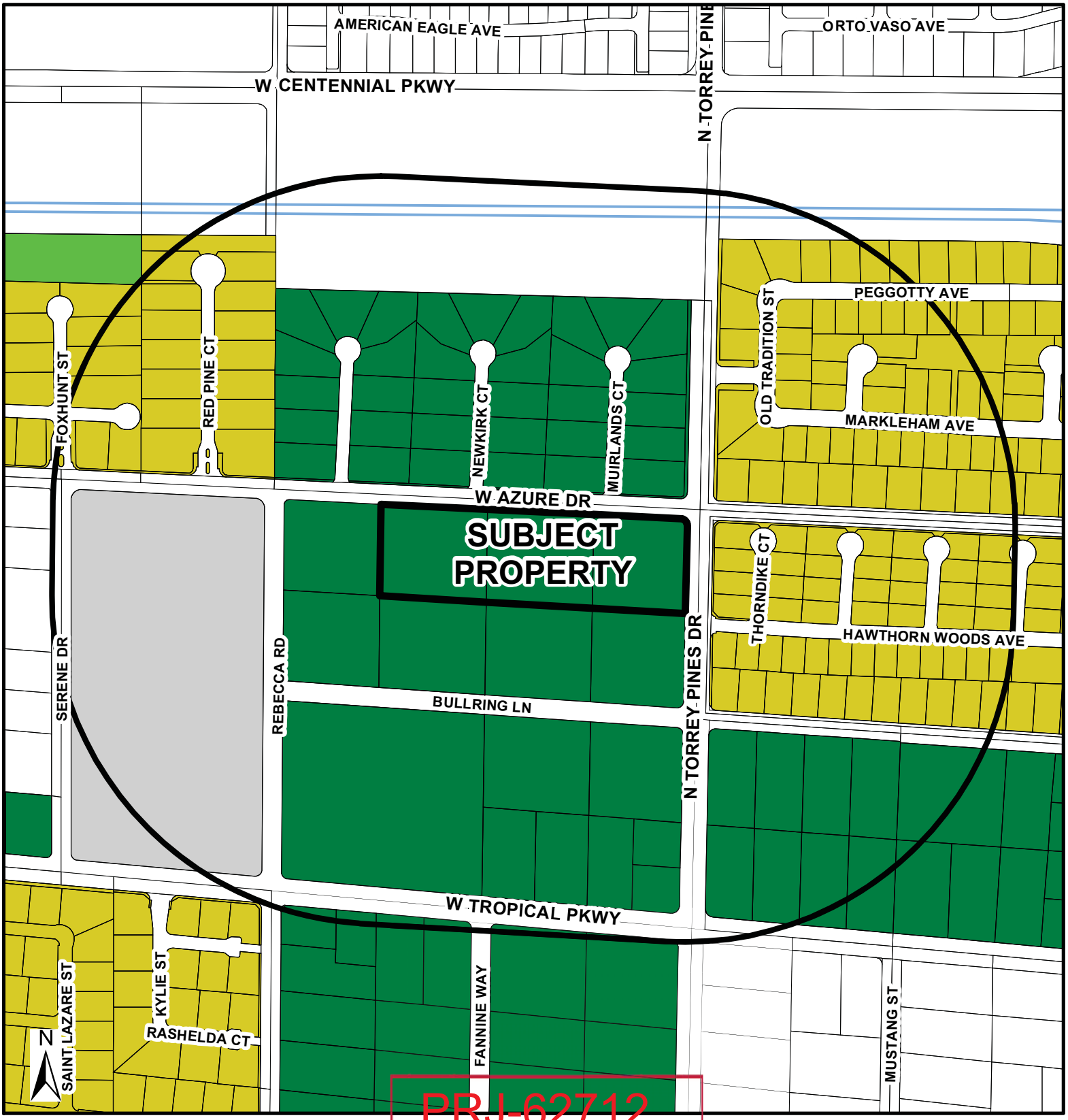
FOR DEPARTMENT USE ONLY

Case #	ZON-62784
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-62712
12/24/15

ZON-62784



PRJ-62712
01/28/16

Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residential Estates
- R-D - Single-Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single-Family Compact-Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/ Manufactured Home Park
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

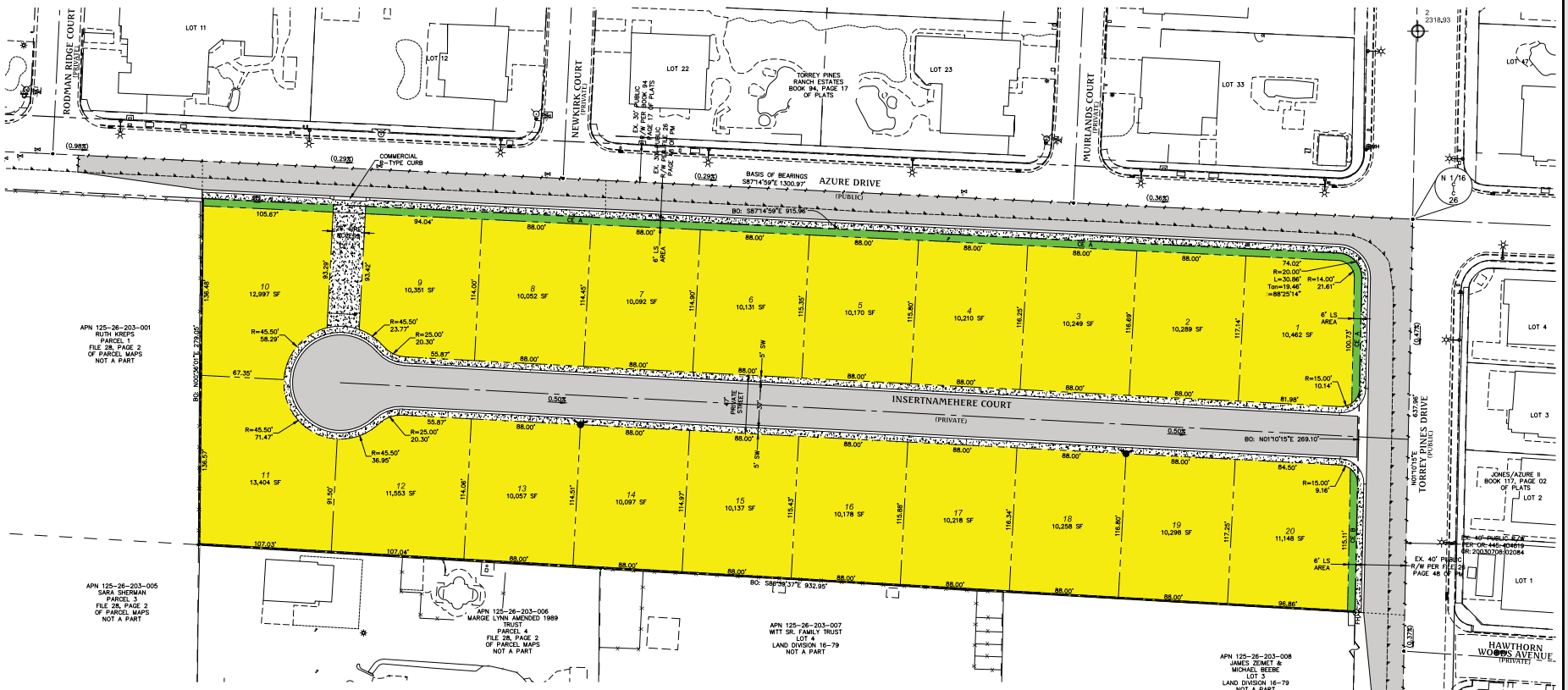
FROM R-E TO R-D

ZON-62784

- Subject Property
- 1000ft Buffer
- City Limits

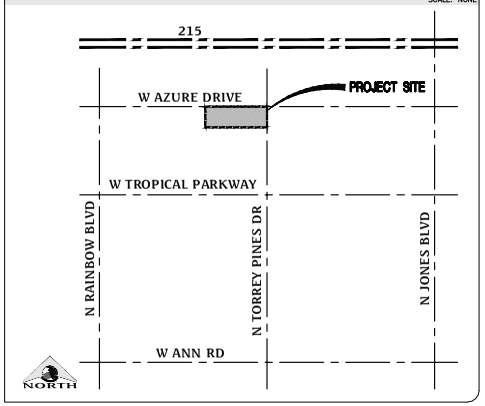
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, December 24, 2015



VICINITY MAP

SCALE: NONE



LAND USE TABULATION

LAND USE DESIGNATION

EXISTING CLV ZONING	R-E
PROPOSED CLV ZONING	R-D
MINIMUM LOT SIZE (SF)	10,000 SF

SITE SUMMARY

TOTAL UNITS	20 UNITS
ACREAGE (NET)	6.08 ACRES
DENSITY	3.29 UNITS/ACRE
OPEN SPACE REQUIRED	NONE
OPEN SPACE PROVIDED	
COMMON LOT A	8,625 SF
COMMON LOT B	669 SF
TOTAL (3.51% OF NET ACREAGE)	9,294 SF

PARKING ANALYSIS

TOTAL LOTS: 20

REQUIRED SPACES: 44
(2 PER HOUSE PLUS 1 ADDITIONAL FOR EVERY 5 HOUSES)

PROVIDED SPACES: 60
(3 SPACES PER LOT: 2-CAR GARAGE AND 20' DRIVEWAY)

DEVEATIONS NOTE

1. CENTERLINE OFFSET 177' WHERE 220' IS REQUIRED.
2. TO ALLOW A 874-FOOT RESIDENTIAL BLOCK LENGTH WHERE THE MAXIMUM ALLOWED IS 660 FEET.

NO.	DESCRIPTION	DATE	APP'D

DATE : 12/23/15
PM : J. PEARCE
DRAWN BY :
DESIGNED BY :
CHECKED BY :
QA CHECKED :
JOB NO. : 007.099
SCALE : 1" = 40'

Triton Engineering
6357 W. Charleston Blvd.
Suite B
Las Vegas, Nevada 89146
Office: (702) 254-1480
Fax: (702) 254-5062
www.tritoneng.com

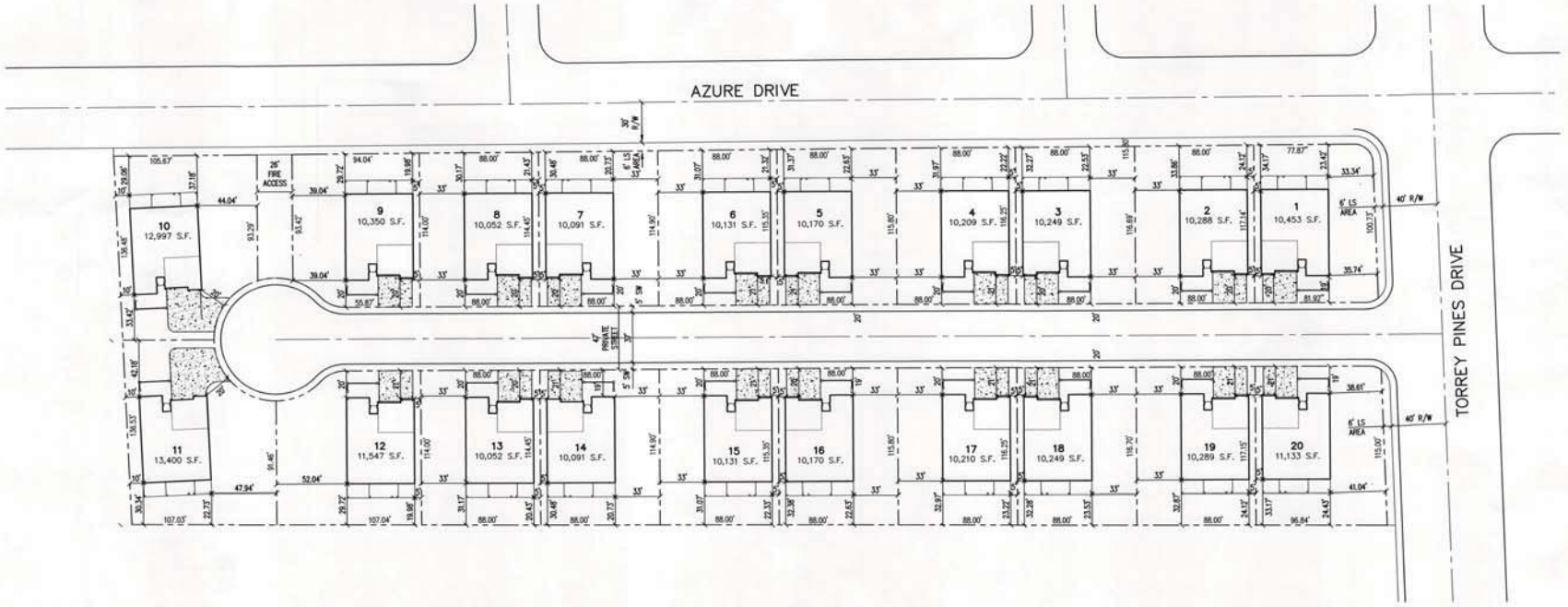
DR HORTON
AZURE & TORREY PINES NORTH
SITE PLAN

SHEET 1 OF 1
C.L.V. DWG.#

PRJ-62712
1224115

Q:\Triton Drawings\007.099 AzureTorrey Pines North\Drawings\Exhibits\007.099_SP.dwg, dsimov, Wed, 23 Dec 2015 - 2:41pm

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787



MODEL 2430 - SINGLE STORY

VARIANCE REQUIRED :

1. 20' SETBACK TO GARAGE
2. 29' REAR SETBACK

SETBACK REQUIREMENTS

FRONT	25' MIN
INTERIOR SIDE	5' MIN
CORNER SIDE	15' MIN
REAR	30' MIN
PATIO REAR	5' MIN TO POST

NORTH
SCALE: 1"=40'

PRJ-62712
12/24/15

Triton Engineering
6737 West Charleston Boulevard Suite 31 Las Vegas, Nevada 89146
Office: (702) 254-1480 Fax: (702) 254-5962 www.tritoneng.com

DR HORTON
AZURE AND TORREY PINES
LOT FIT MODEL 2430

SHEET 1 OF 1

G:\Triton Drawings\007.099 Azure\Torrey Pines North\LOT FIT\LOT FIT AZURE-TORREY PINES MODEL 2430.dwg jeanne Wed, 23 Dec 2015 - 11:36am

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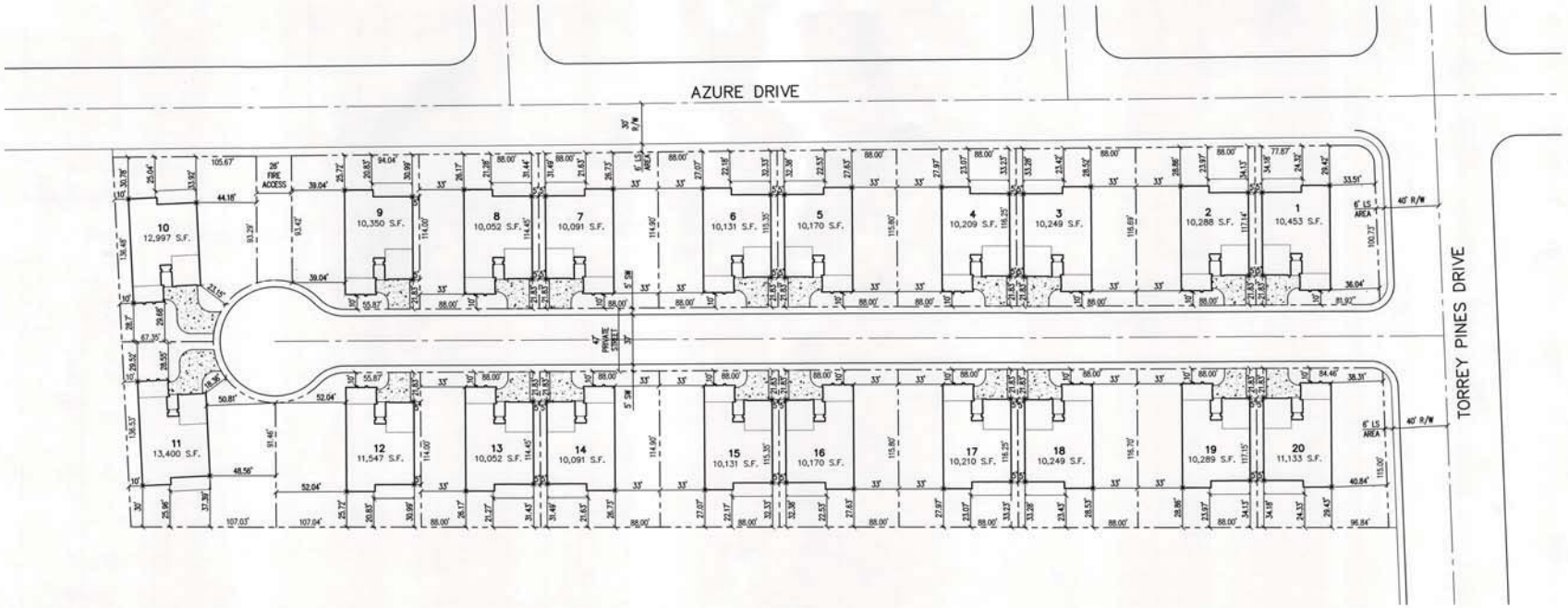


MODEL 2530 - SINGLE STORY

WAIVER REQUIRED :

1. 10' SETBACK TO SIDE GARAGE
2. 21' SETBACK TO GARAGE
3. 25' REAR SETBACK

SETBACK REQUIREMENTS

FRONT	25' MIN
INTERIOR SIDE	5' MIN
CORNER SIDE	15' MIN
REAR	30' MIN
PATIO REAR	5' MIN TO POST

NORTH
SCALE: 1"=40'

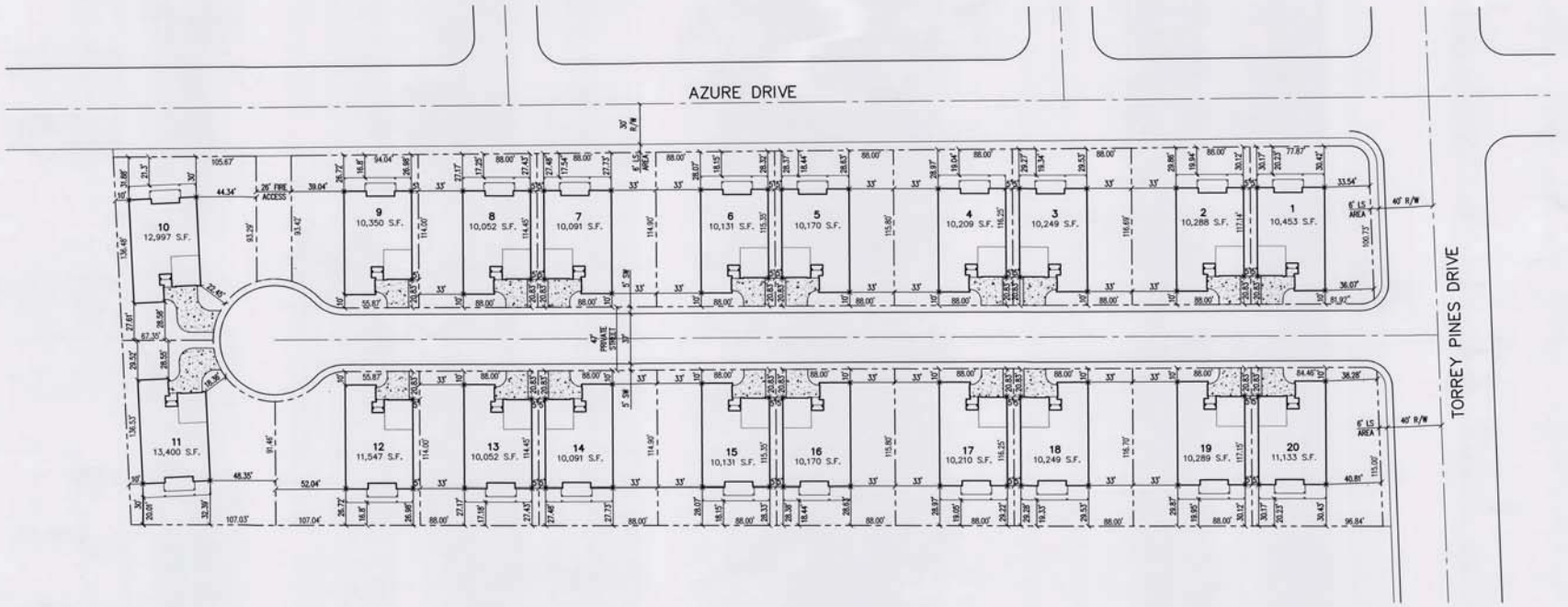
Triton Engineering
6757 West Charleston Boulevard Suite B Las Vegas, Nevada 89146
Office (702) 254-1480 Fax (702) 254-3062 www.tritoneng.com

DR HORTON
AZURE AND TORREY PINES
LOT FIT MODEL 2530

SHEET 1 OF 1

PRJ-62712
12/24/15

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787



MODEL 2630 - SINGLE STORY

WAIVER REQUIRED :

1. 10' SETBACK TO SIDE GARAGE
2. 20' SETBACK TO GARAGE
3. 26' REAR SETBACK

SETBACK REQUIREMENTS

FRONT	25' MIN
INTERIOR SIDE	5' MIN
CORNER SIDE	15' MIN
REAR	30' MIN
PATIO REAR	5' MIN TO POST

NORTH
SCALE: 1"=40'

PRJ-62712
12/24/15

Triton Engineering
8377 West Charleston Boulevard
Suite B
Las Vegas, Nevada 89146
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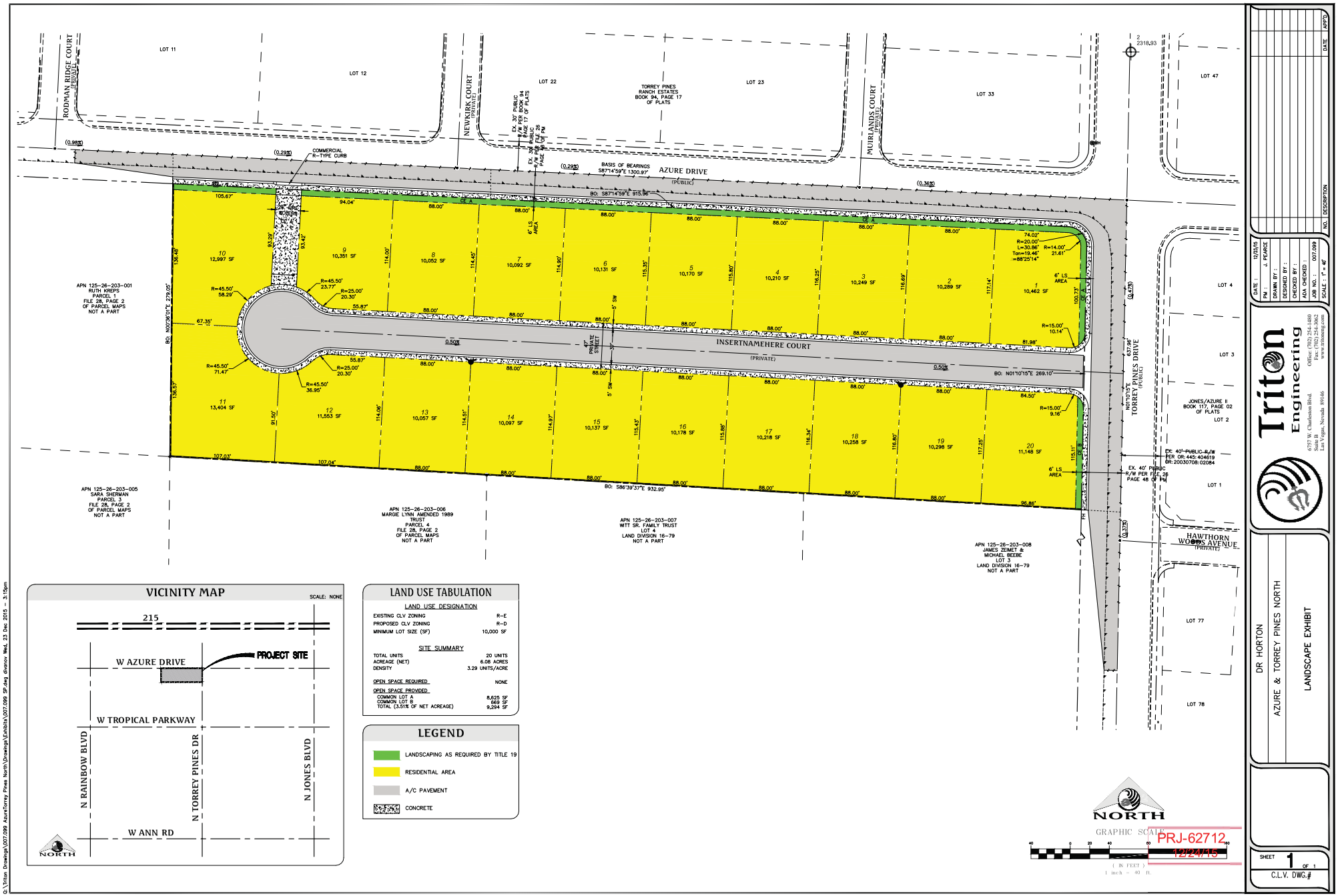
Fax: (702) 254-3062
www.tritoneng.com

DR HORTON
AZURE AND TORREY PINES
LOT FIT MODEL 2630

SHEET 1 OF 1

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787



VICINITY MAP

SCALE: NONE

LAND USE TABULATION

LAND USE DESIGNATION	
EXISTING CLV ZONING	R-E
PROPOSED CLV ZONING	R-D
MINIMUM LOT SIZE (SF)	10,000 SF

SITE SUMMARY	
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ACREAGE (NET)	6.08 ACRES
DENSITY	3.29 UNITS/ACRE
OPEN SPACE REQUIRED	NONE
OPEN SPACE PROVIDED	
COMMON LOT A	8,625 SF
COMMON LOT B	669 SF
TOTAL (3.51% OF NET ACREAGE)	9,294 SF

LEGEND

- LANDSCAPING AS REQUIRED BY TITLE 19
- RESIDENTIAL AREA
- A/C PAVEMENT
- CONCRETE

NORTH

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

PRJ-62712

1224115

DR HORTON

AZURE & TORREY PINES NORTH

LANDSCAPE EXHIBIT

SHEET 1 OF 1

C.L.V. DWG.#

DATE: 12/23/15
PM: A. PEARCE
DRAWN BY:
DESIGNED BY:
CHECKED BY:
QA/ CHECKED:
JOB NO.: 007.099
SCALE: 1" = 40'

NO. | DESCRIPTION | DATE | APP'D

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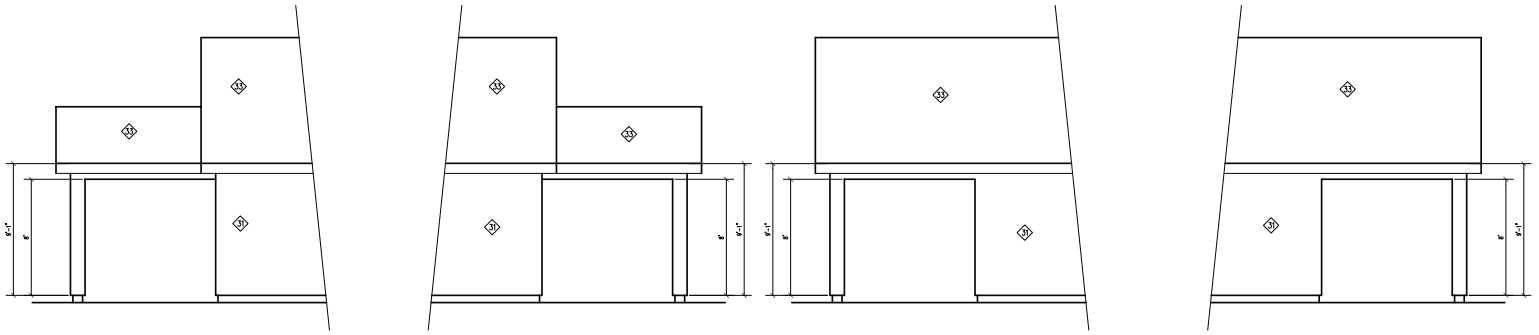
Q:\Triton Drawings\007.099 AzureTorrey Pines North\Drawings\Exhibits\007.099_SP.dwg, dsimov, Wed, 23 Dec 2015 - 3:15pm

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

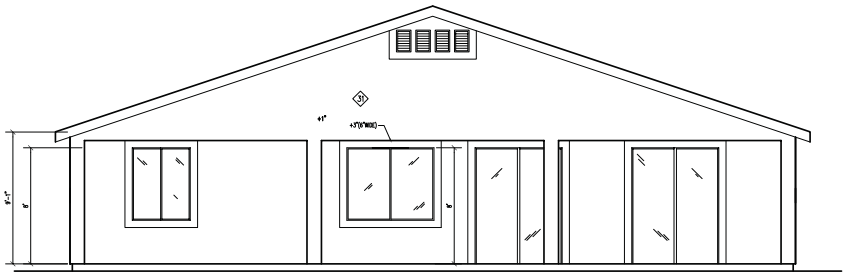


C PARTIAL PATIO LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

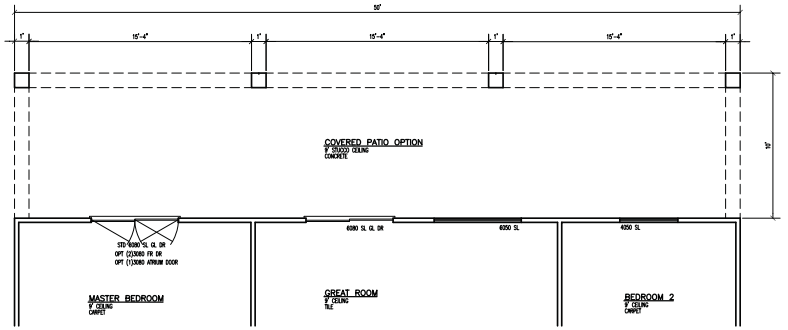
D PARTIAL PATIO RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

E FULL PATIO LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

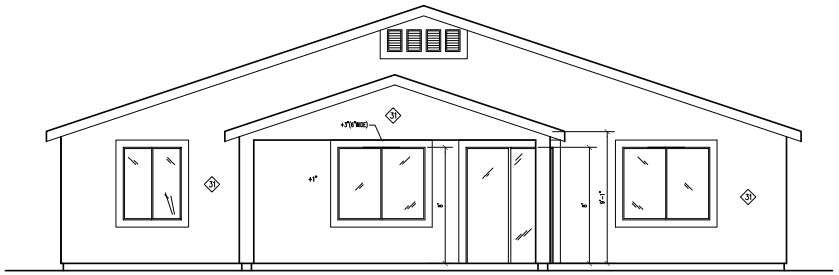
F FULL PATIO RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



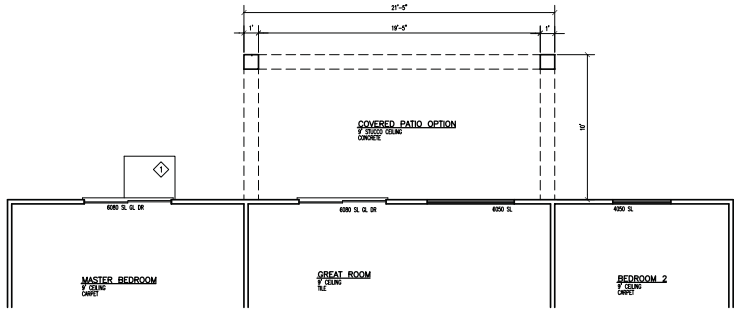
B FULL PATIO REAR ELEVATION
SCALE: 1/4" = 1'-0"



2 FULL COVERED PATIO OPTION
SCALE: 1/4" = 1'-0"



A PARTIAL PATIO REAR ELEVATION
SCALE: 1/4" = 1'-0"



1 PARTIAL COVERED PATIO OPTION
SCALE: 1/4" = 1'-0"

LARRY TINDALL
RESIDENTIAL DESIGNER
3047 E WARM SPRINGS #500 LAS VEGAS, NEVADA 89120 OFFICE (702) 597-5597 FAX (702) 896-5352

PRN-62784
02/24/15

2430 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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REVISION	DATE	NOTES

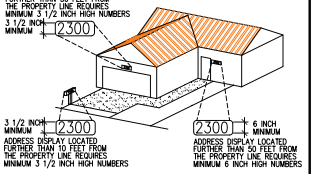
OPTIONS

JOB NO.: 1508
FILE NAME:
DATE: 2-5-15
UPDATE:

A011

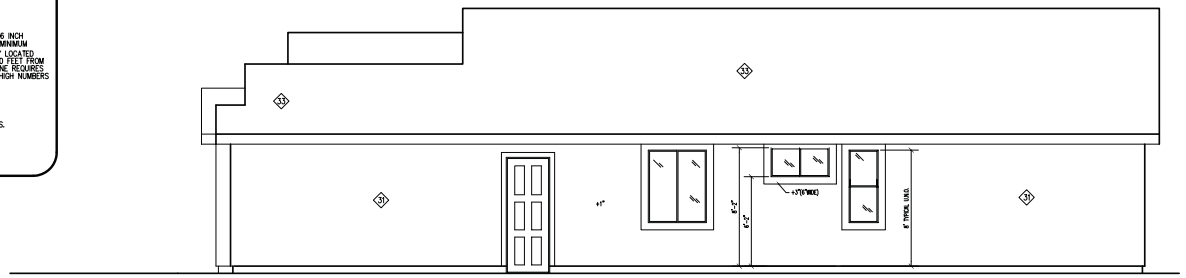
ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

ADDRESS DISPLAY REQUIREMENTS
SINGLE FAMILY RESIDENCE

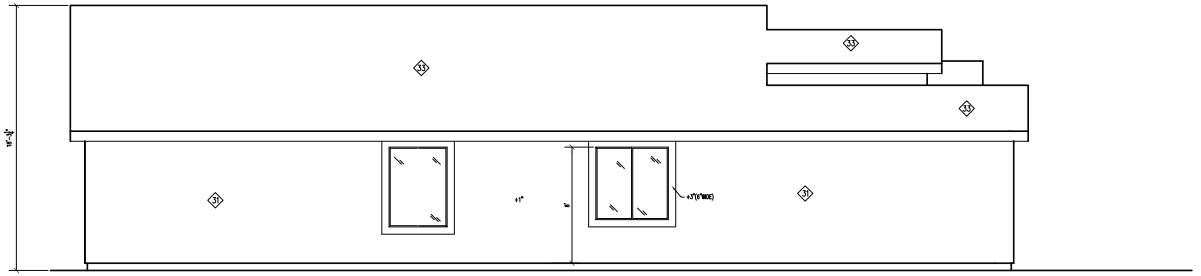


REQUIREMENTS:

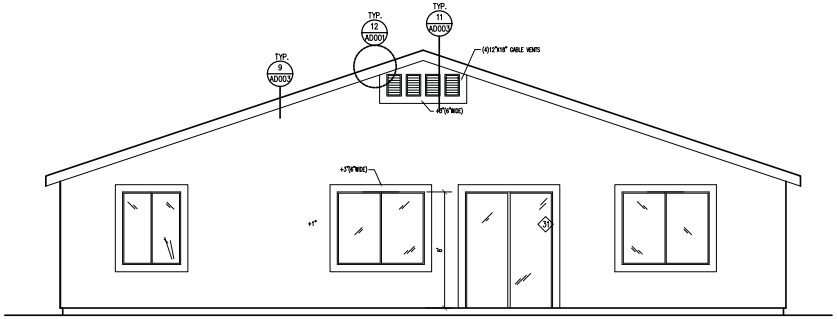
- ADDRESS MUST BE DISPLAYED ON BOTH SIDES OF MAILBOX, IF THERE IS ONE OF THE LOT AND ON AT LEAST ONE LOCATION ON THE RESIDENCE.
- PLACE ADDRESS SO IT IS VISIBLE FROM THE STREET IN BOTH DIRECTIONS.
- CONTRAST THE COLOR OF THE ADDRESS NUMBERS WITH THE COLOR OF THE BACKGROUND.
- ILLUMINATE THE ADDRESS EITHER DIRECTLY OR INDIRECTLY SO IT IS VISIBLE AT NIGHT.
- PLACE ADDRESS CLEAR OF LANDSCAPING.



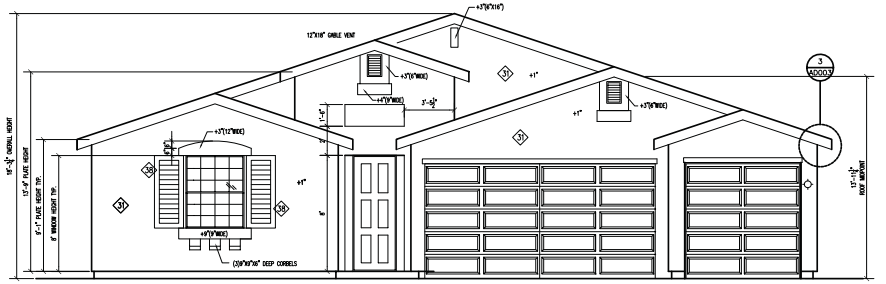
(D) RIGHT SIDE ELEVTION 'A'
SCALE: 1/4" = 1'-0"



(C) LEFT SIDE ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(B) REAR ELEVATION
SCALE: 1/4" = 1'-0"



(A) FRONT ELEVATION 'A'
SCALE: 1/4" = 1'-0"

KEYNOTES:

31 EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
32 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" WIDE FINISH TYP. U.N.O.
33 CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR. SEE 1/A0003 FOR UNDERLAYMENT
34 12" O/HANG AT PUBLIC WAY.
36 PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.
38 CEILING LINE.
40 ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.
41 COACH LIGHT. SEE D.R. HORTON SPECS.
42 EXTEND WAINSCOTING TO RETURN WALL

NOTES:

1. PRAIRIE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.
2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS, (TYPICAL) VERIFY WITH 2012 IECC ANALYSIS REPORT.
3. DETAILS @ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET A0002.
4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS.
5. ALL ROOF VENTS, PIPES, OTHER ROOF PENETRATIONS AND ATTACHMENTS, AND EQUIPMENT (EXCEPT CHIMNEYS) HAVE BEEN CONFIGURED TO HAVE A MINIMAL VISUAL IMPACT AS SEEN FROM THE STREET. ROOF PENETRATIONS (EXCEPT CHIMNEYS) SHALL BE PAINTED OR ARCHITECTURALLY INTEGRATED WITH THE ROOF DESIGN AND COLOR, TO THE MAXIMUM PRACTICAL EXTENT.

SYMBOLS:

- OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.
- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

LARRY TINDALL
RESIDENTIAL DESIGNER

PRJ-62712
12/24/15

2430 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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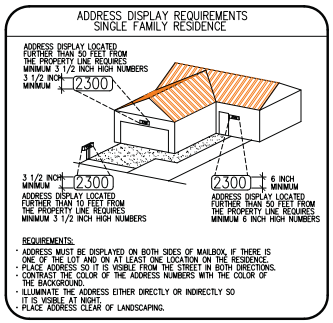
REVISION	DATE	NOTES

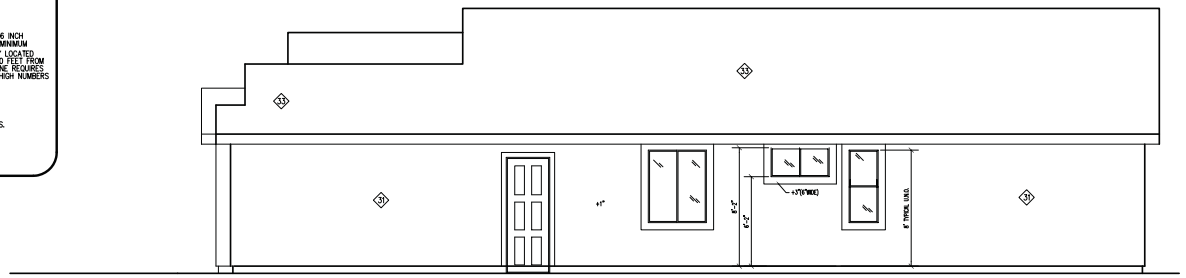
ELEVATIONS

JOB NO.: 1508
FILE NAME:
DATE: 2-5-15
UPDATE:

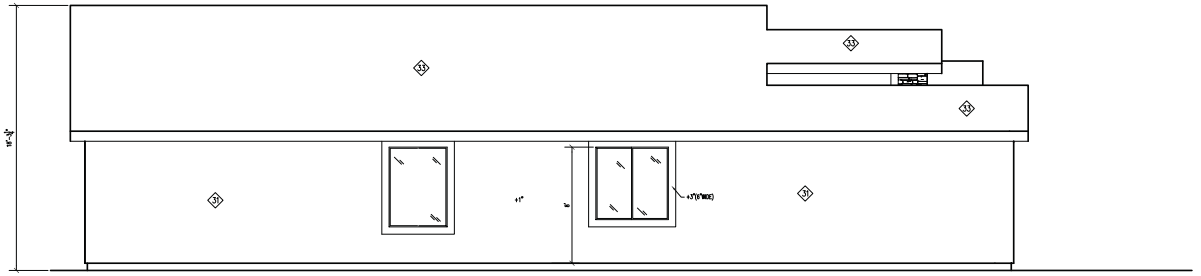
A040

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

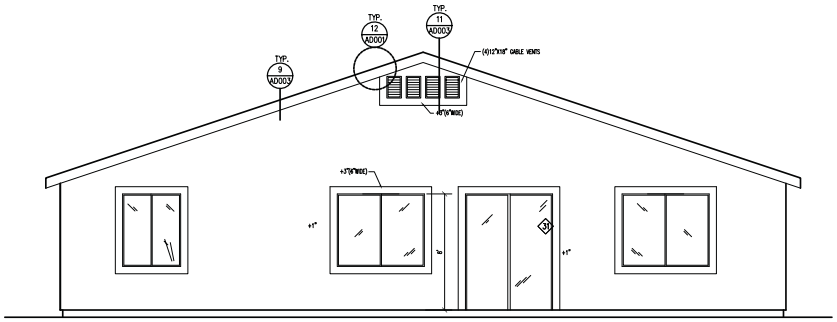




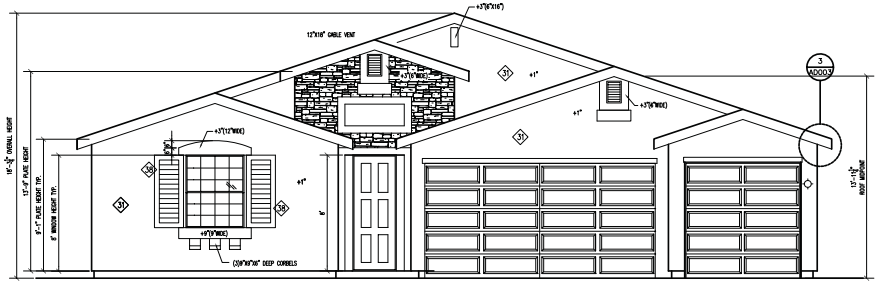
(D) RIGHT SIDE ELEVTION 'C'
SCALE: 1/4" = 1'-0"



(C) LEFT SIDE ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(B) REAR ELEVATION
SCALE: 1/4" = 1'-0"



(A) FRONT ELEVATION 'C'
SCALE: 1/4" = 1'-0"

KEYNOTES:

31 EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/A0001 & D.R. HORTON FOR FINISH AND COLOR.
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NOTES:

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SYMBOLS:

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TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
FLOOD LIGHT, SEE ELECTRICAL PLAN
PHONE, SEE ELECTRICAL BOX

LARRY TINDALL
RESIDENTIAL DESIGNER
PRJ-62712
12/24/15

2430 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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REVISION	DATE	NOTES

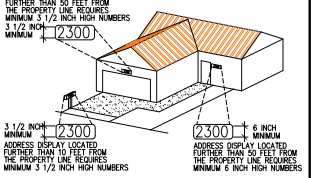
ELEVATIONS

JOB NO.: 1508
FILE NAME:
DATE: 2-5-15
UPDATE:

A042

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

ADDRESS DISPLAY REQUIREMENTS
SINGLE FAMILY RESIDENCE



REQUIREMENTS:

- ADDRESS MUST BE DISPLAYED ON BOTH SIDES OF MAILBOX, IF THERE IS ONE OF THE LOT AND ON AT LEAST ONE LOCATION ON THE RESIDENCE.
- PLACE ADDRESS SO IT IS VISIBLE FROM THE STREET IN BOTH DIRECTIONS.
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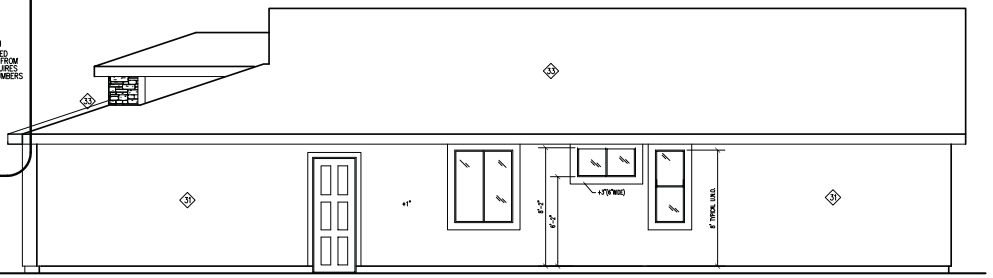
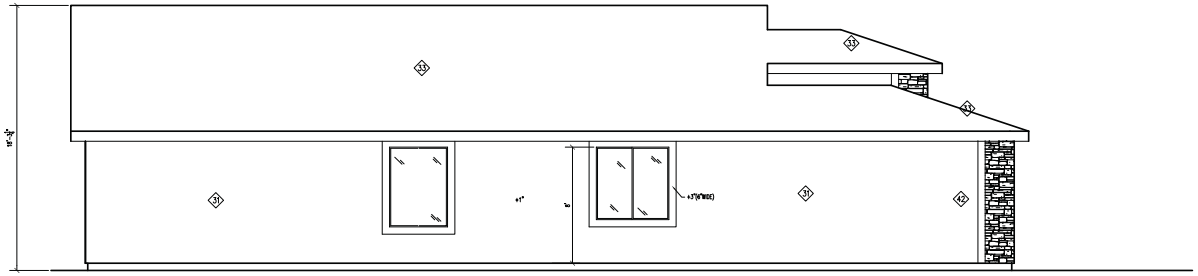
- ILLUMINATE THE ADDRESS EITHER DIRECTLY OR INDIRECTLY SO IT IS VISIBLE AT NIGHT.
- PLACE ADDRESS CLEAR OF LANDSCAPING.



(D) RIGHT SIDE ELEVTION 'D'
SCALE: 1/4" = 1'-0"



(C) LEFT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"

KEYNOTES:

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40 CEILING LINE.
41 ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.
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SYMBOLS:

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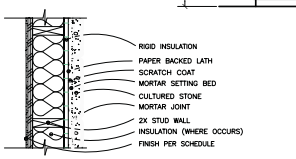
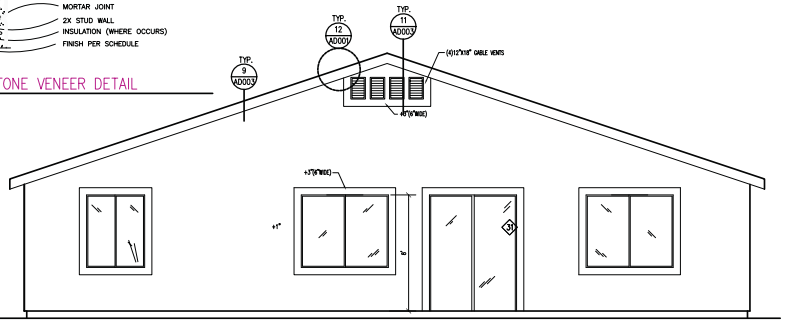
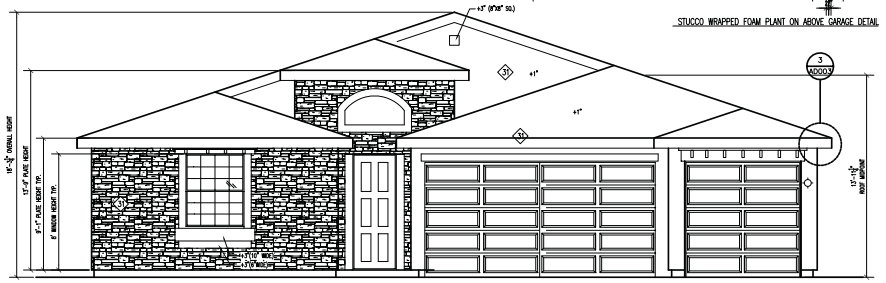
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX



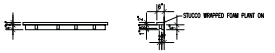
(E) ADHEERED STONE VENEER DETAIL
SCALE: N.T.S.



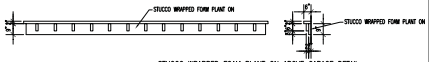
(B) REAR ELEVATION
SCALE: 1/4" = 1'-0"



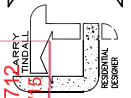
(A) FRONT ELEVATION 'D'
SCALE: 1/4" = 1'-0"



STUCCO WRAPPED FOAM PLANT ON ABOVE WINDOW DETAIL



STUCCO WRAPPED FOAM PLANT ON ABOVE GARAGE DETAIL



PRJ-62712
12/24/15

2430 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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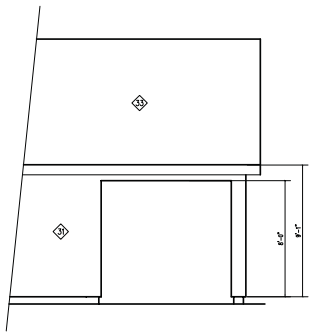
REVISION	DATE	NOTES

JOB NO.: 1508
FILE NAME:
DATE: 2-5-15
UPDATE:

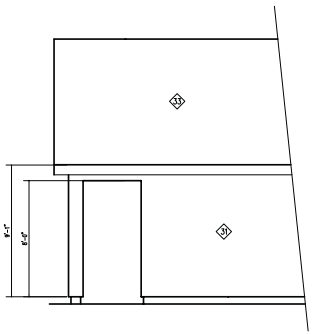
ELEVATIONS

A043

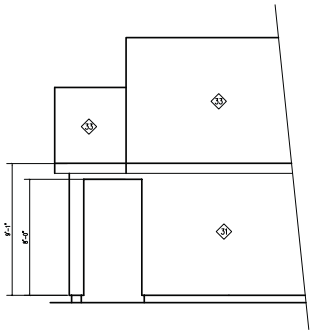
ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787



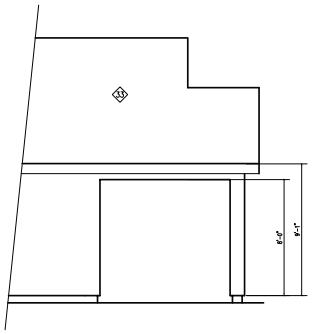
(H) RIGHT SIDE FULL PATIO
SCALE: 1/4" = 1'-0"



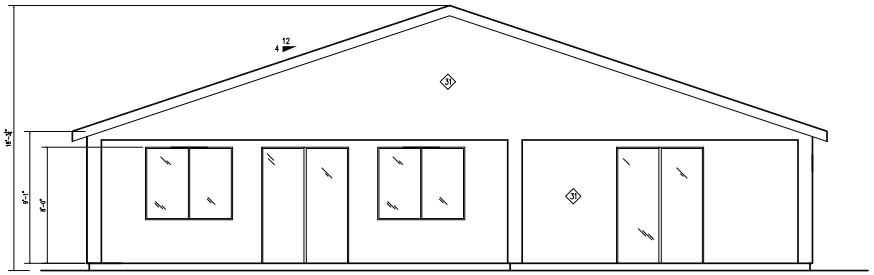
(G) LEFT SIDE FULL PATIO
SCALE: 1/4" = 1'-0"



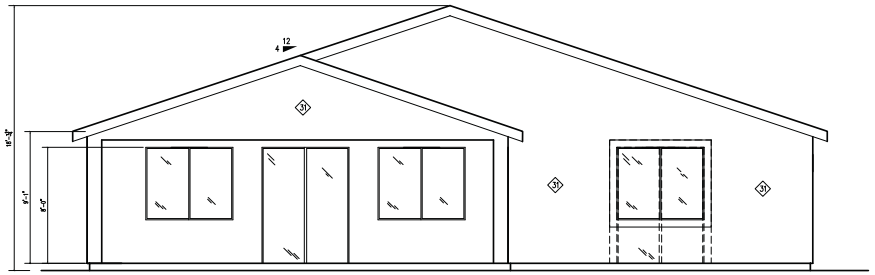
(F) LEFT SIDE FPARTIAL PATIO
SCALE: 1/4" = 1'-0"



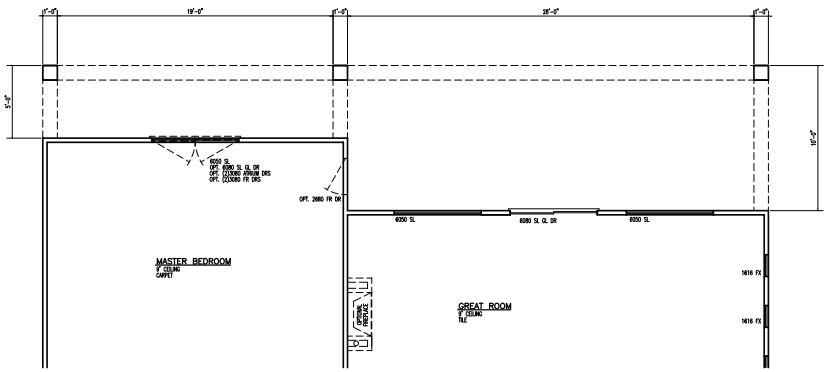
(E) RIGHT SIDEPARTIAL PATIO
SCALE: 1/4" = 1'-0"



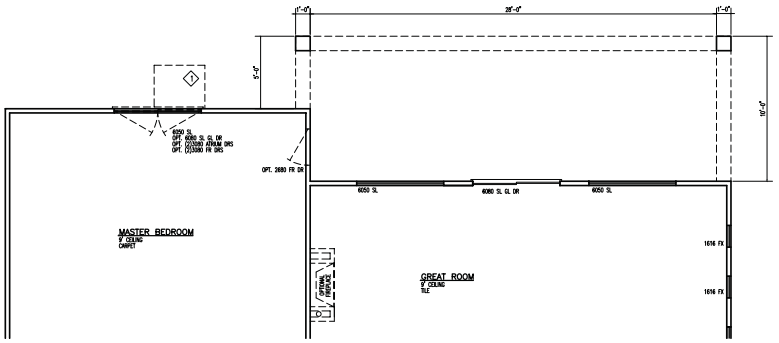
(D) FULL PATIO REAR ELEVATION
SCALE: 1/4" = 1'-0"



(C) PARTIAL PATIO REAR ELEVATION
SCALE: 1/4" = 1'-0"



(B) FULL PATIO OPTION
SCALE: 1/4" = 1'-0"



(A) PARTIAL PATIO OPTION
SCALE: 1/4" = 1'-0"

LARRY TINDALL
RESIDENTIAL DESIGNER
(702) 896-5352

APPROVED 6/24/15

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LAS VEGAS, NEVADA 89120
OFFICE (702) 896-5352
3047 E WARM SPRINGS #500

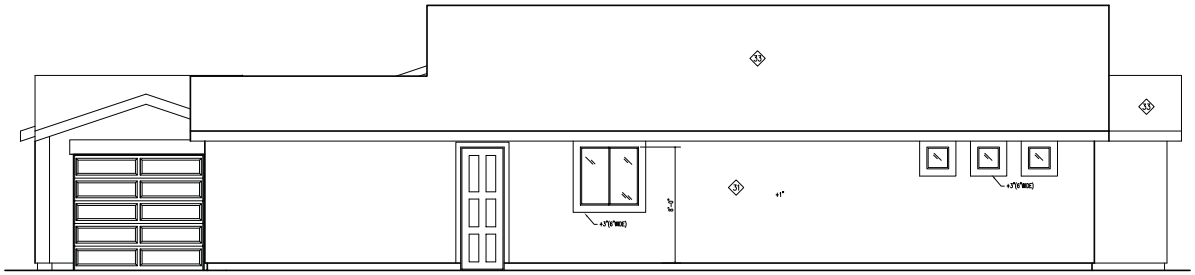
REVISION | DATE | NOTES

JOB NO.: 1508
FILE NAME:
DATE: 2-5-15
UPDATE:

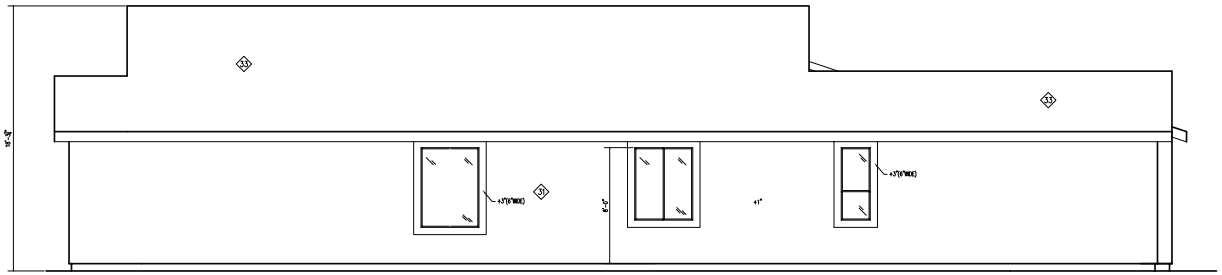
OPTIONS

A011

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787



(D) RIGHT SIDE ELEVTION 'A'
SCALE: 1/4" = 1'-0"



(C) LEFT SIDE ELEVATION 'A'
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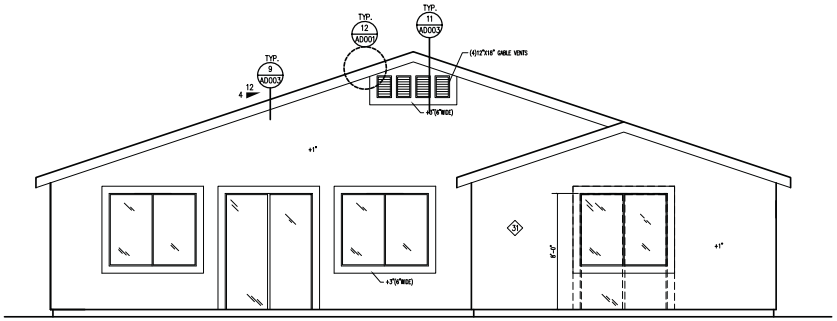
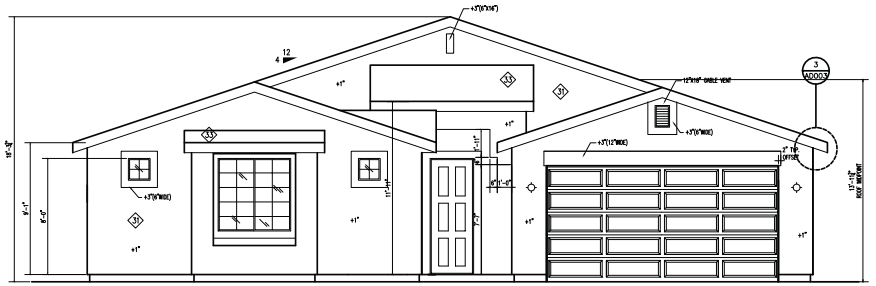


(B) REAR ELEVATION
SCALE: 1/4" = 1'-0"



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LARRY TINDALL
RESIDENTIAL DESIGNER

PRJ-62712
12/24/14

2530 PLAN
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LARRY TINDALL
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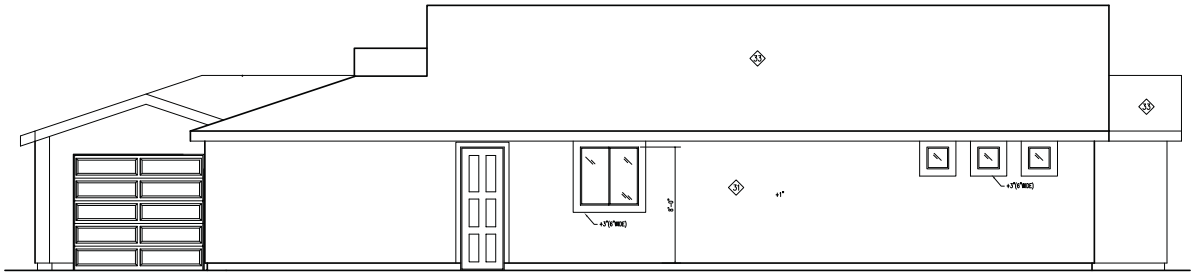
REVISION	DATE	NOTES

ELEVATIONS

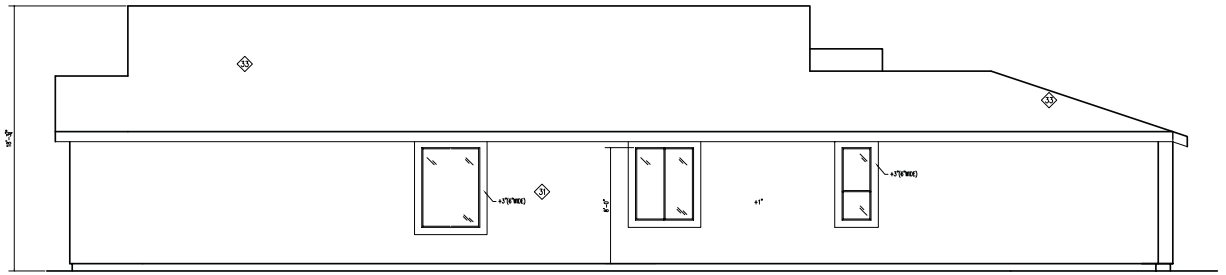
JOB NO.: 1508
FILE NAME:
DATE: 2-5-15
UPDATE:

A040

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787



(D) RIGHT SIDE ELEVTION 'B'
SCALE: 1/4" = 1'-0"



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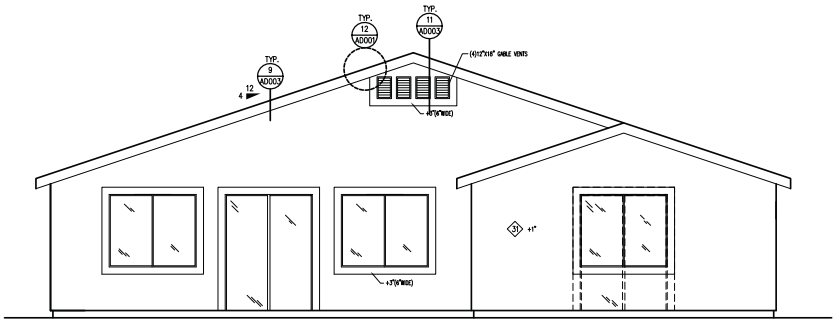
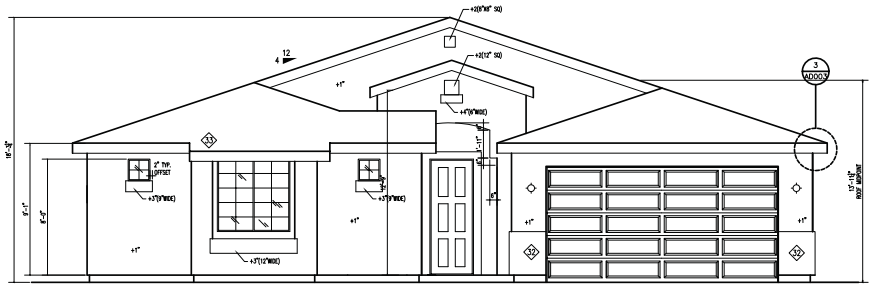


(B) REAR ELEVATION
SCALE: 1/4" = 1'-0"



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LARRY TINDALL RESIDENTIAL DESIGNER

PRJ-62712
12/24/15

2530 PLAN
D.R. HORTON HOMES
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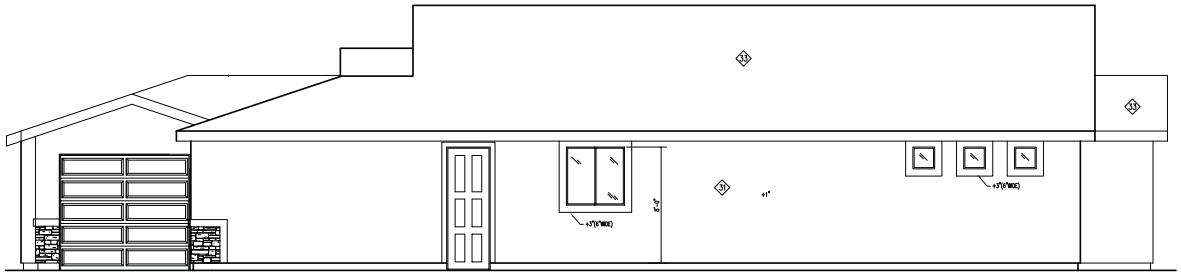
REVISION	DATE	NOTES

ELEVATIONS

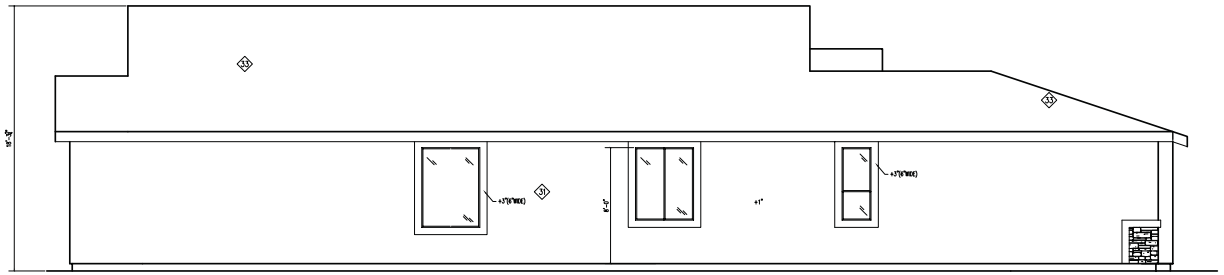
JOB NO.: 1508
FILE NAME:
DATE: 2-5-15
UPDATE:

A041

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787



(D) RIGHT SIDE ELEVTION 'D'
SCALE: 1/4" = 1'-0"



(C) LEFT SIDE ELEVATION 'D'
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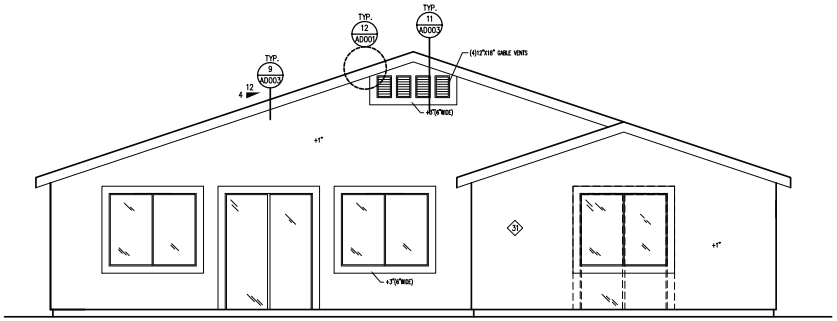

(B) REAR ELEVATION
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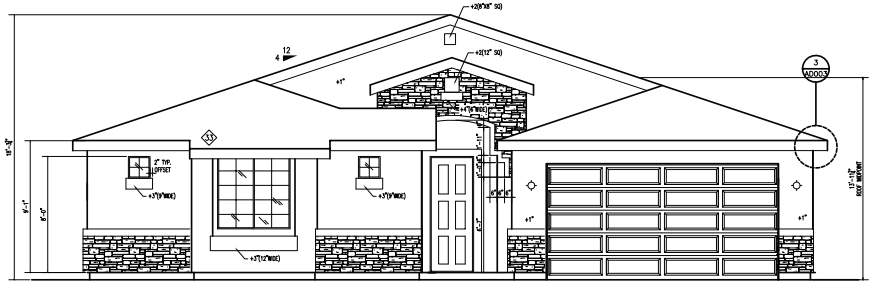

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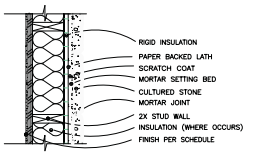

(E) ADHEERED STONE VENEER DETAIL
SCALE: N.T.S.

PRJ-62712
12/24/15

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2530 PLAN
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REVISION | DATE | NOTES

ELEVATIONS

JOB NO.: 1508
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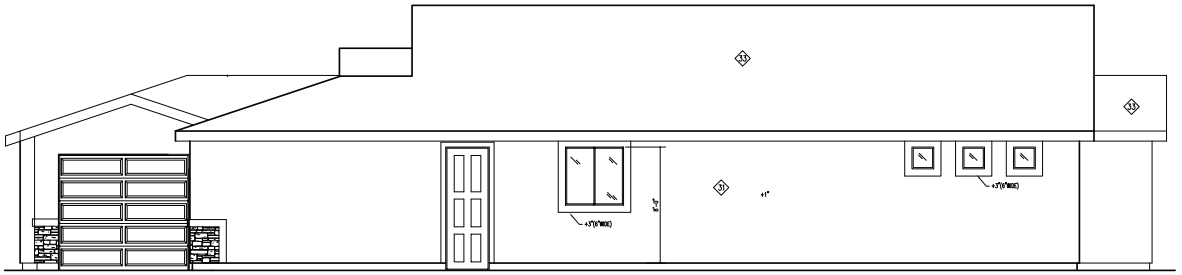
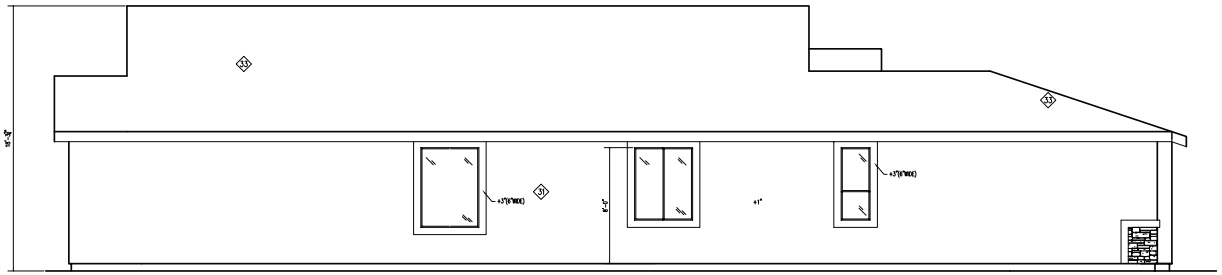
A043

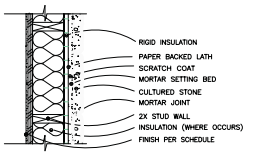
ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787



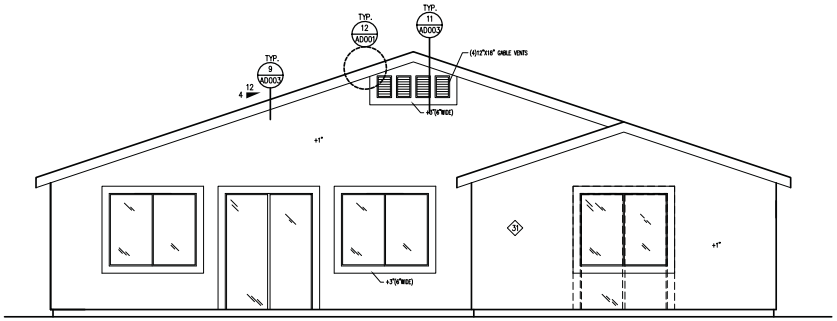
(D) RIGHT SIDE ELEVTION 'D'
SCALE: 1/4" = 1'-0"



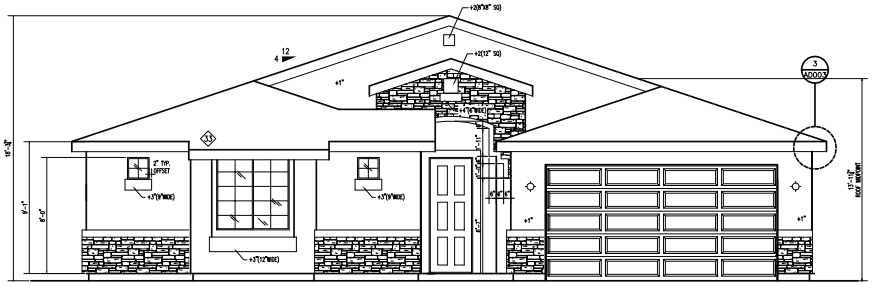
(C) LEFT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"



(E) ADHEERED STONE VENEER DETAIL
SCALE: N.T.S.



(B) REAR ELEVATION
SCALE: 1/4" = 1'-0"



(A) FRONT ELEVATION 'D'
SCALE: 1/4" = 1'-0"

KEYNOTES:

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- TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.
- ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.
- GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.
- FLOOD LIGHT, SEE ELECTRICAL PLAN
- PHONE, SEE ELECTRICAL BOX

LARRY TINDALL
RESIDENTIAL DESIGNER

LARRY TINDALL 6211
EXPIRES: 10/24/15
STATE OF NEVADA

2530 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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LAS VEGAS, NEVADA 89120
OFFICE (702) 897-9897
3047 E WARM SPRINGS #500

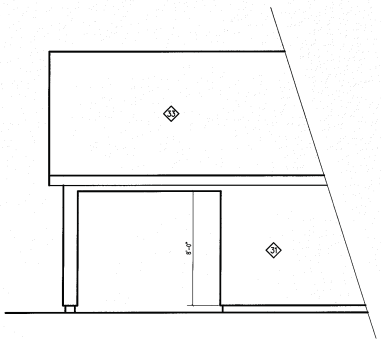
REVISION	DATE	NOTES

ELEVATIONS

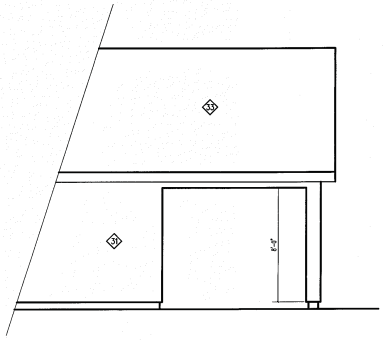
JOB NO.: 1508
FILE NAME:
DATE: 2-5-15
UPDATE:

A043

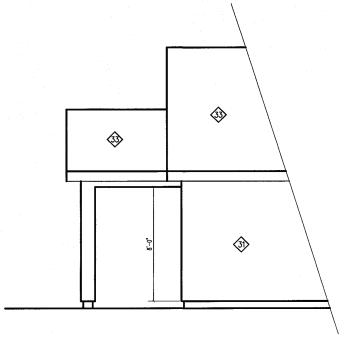
ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787



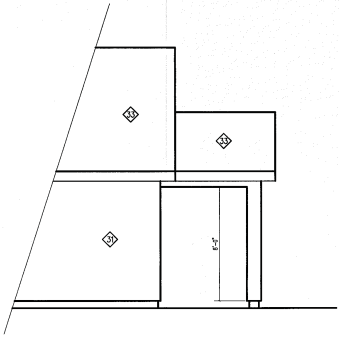
(F) LEFT SIDE FULL PATIO
SCALE: 1/4" = 1'-0"



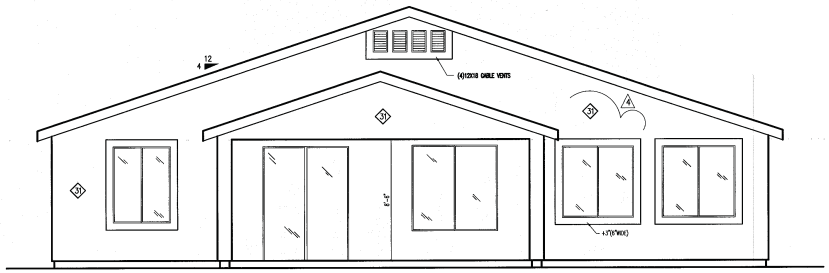
(E) RIGHT SIDE FULL PATIO
SCALE: 1/4" = 1'-0"



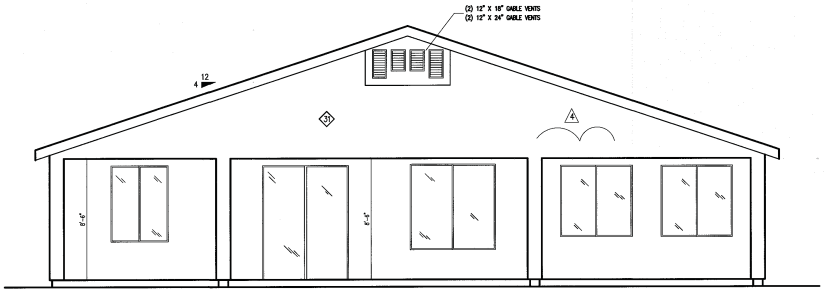
(D) LEFT SIDE PARTIAL PATIO
SCALE: 1/4" = 1'-0"



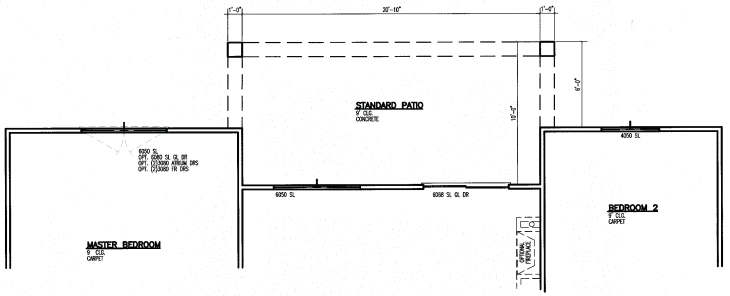
(C) RIGHT SIDE PARTIAL PATIO
SCALE: 1/4" = 1'-0"



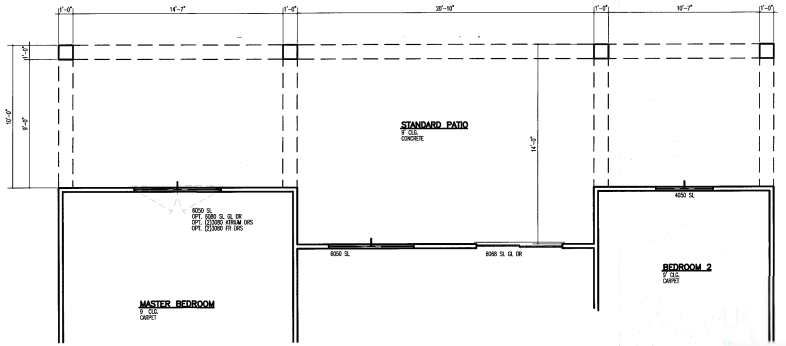
(B) PARTIAL PATIO REAR ELEVATION
SCALE: 1/4" = 1'-0"



(A) FULL PATIO REAR ELEVATION
SCALE: 1/4" = 1'-0"



(2) PARTIAL PATIO FLOORPLAN
SCALE: 1/4" = 1'-0"



(1) FULL PATIO FLOORPLAN
SCALE: 1/4" = 1'-0"

PRJ-62712
12/24/15

SCANNED

EDS FEB 17 2015

LARRY TINDALL
RESIDENTIAL DESIGNER
REGISTERED RESIDENTIAL DESIGNER
No. 527 STATE OF NEVADA
1761 CARLOS DR
LAS VEGAS, NEVADA 89123
OFFICE (702) 597-5597
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DORRELL SUMMIT 2630 PLAN
D.R. HORTON HOMES

LARRY TINDALL
RESIDENTIAL DESIGNER
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REVISION	DATE	NOTES
1	11-10-14	CORY REVISION #1

FLOOR PLAN

JOB NO.: 1317
FILE NAME:
DATE: 4-14-14
UPDATE:

A011

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

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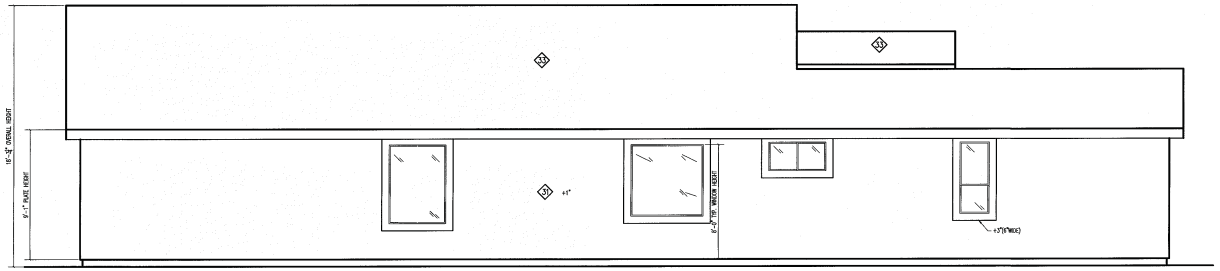
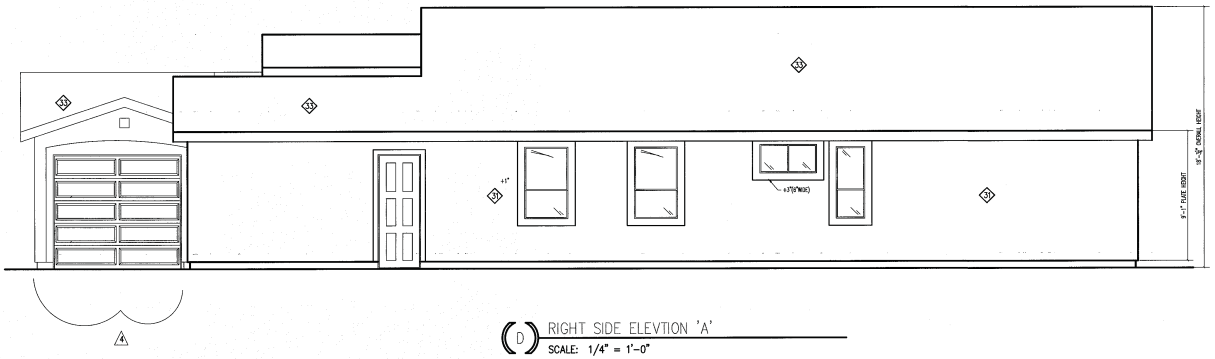
FLOOD LIGHT, SEE ELECTRICAL PLAN

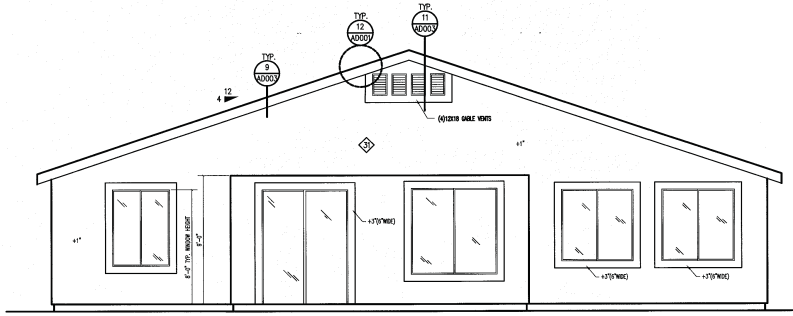
PHONE, SEE ELECTRICAL BOX



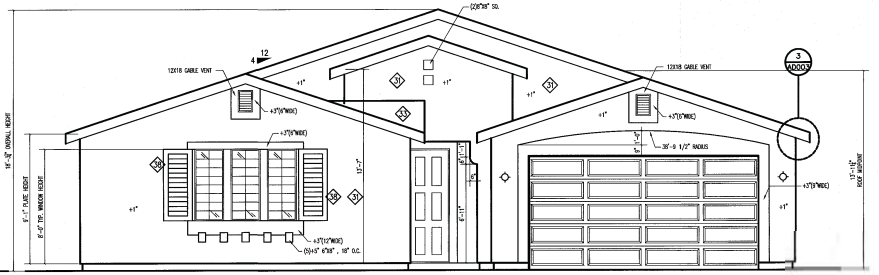
(C) LEFT SIDE ELEVATION 'A'
SCALE: 1/4" = 1'-0"



(D) RIGHT SIDE ELEVTION 'A'
SCALE: 1/4" = 1'-0"



(B) REAR ELEVATION
SCALE: 1/4" = 1'-0"



(A) FRONT ELEVATION 'A'
SCALE: 1/4" = 1'-0"

PRJ-62712
12/24/15

SCANNED

LARRY TINDALL
RESIDENTIAL DESIGNER

1761 CARLOS DR. LAS VEGAS, NEVADA 89123 OFFICE (702) 897-5597 FAX (702) 896-8852

DORRELL SUMMIT 2630 PLAN
D.R. HORTON HOMES
LARRY TINDALL RESIDENTIAL DESIGNER
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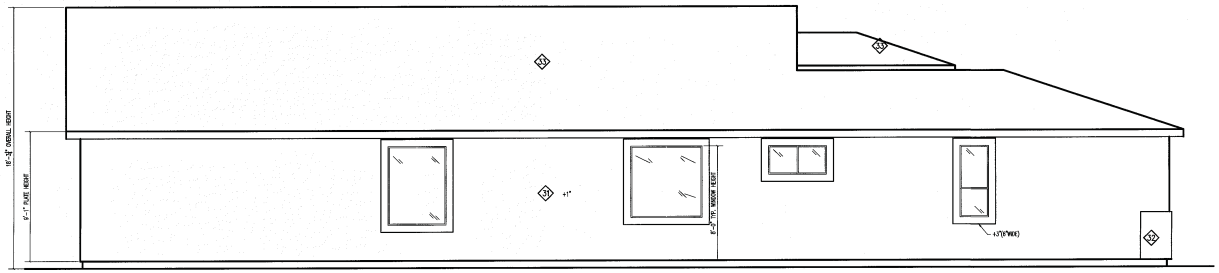
REVISION	DATE	NOTES
1	11-12-14	CLIENT REVISION #1

FLOOR PLAN

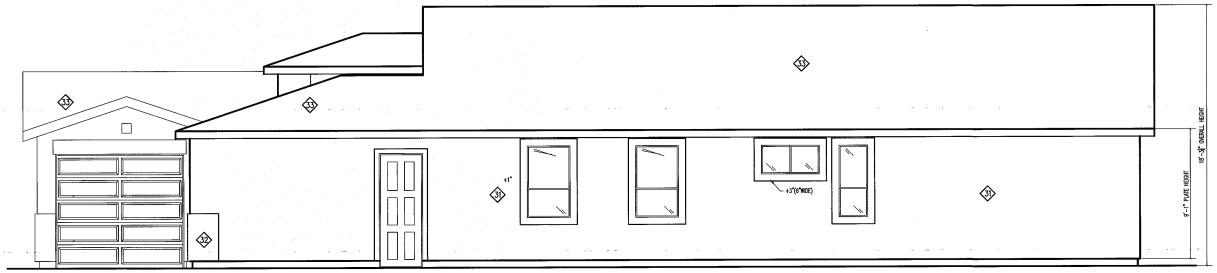
JOB NO.: 1317
FILE NAME:
DATE: 4-14-14
UPDATE:

A040

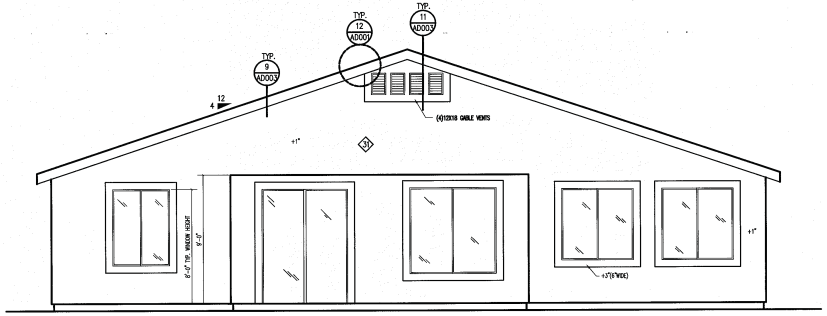
ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787



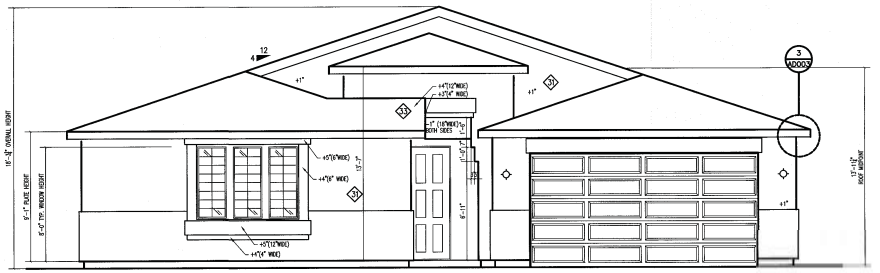
(C) LEFT SIDE ELEVATION 'B'
SCALE: 1/4" = 1'-0"



(D) RIGHT SIDE ELEVTION 'B'
SCALE: 1/4" = 1'-0"



(B) REAR ELEVATION
SCALE: 1/4" = 1'-0"



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FLOOD LIGHT, SEE ELECTRICAL PLAN

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LARRY TINDALL
RESIDENTIAL DESIGNER
REGISTERED PROFESSIONAL ENGINEER
No. 12147 STATE OF NEVADA
1761 CARLOS DR LAS VEGAS, NEVADA 89123 OFFICE (702) 597-5397 FAX (702) 896-8352

DORRELL SUMMIT 2630 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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REVISION	DATE	NOTES
A	11-12-14	CLIENT REVISION #1

FLOOR PLAN

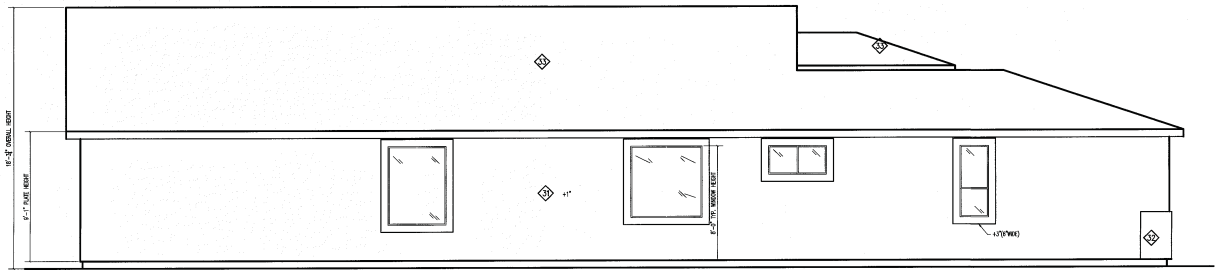
JOB NO.: 1317
FILE NAME:
DATE: 4-14-14
UPDATE:

A041

PRJ-62712
12/24/15

SCANNED

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787



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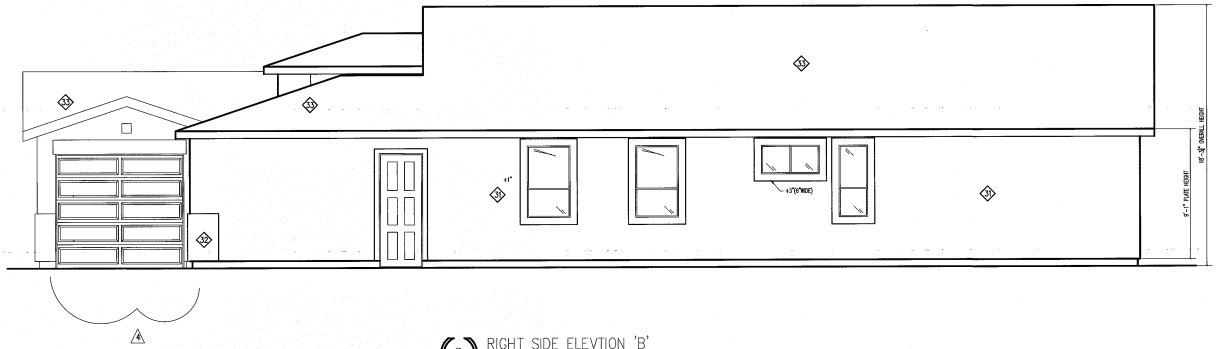

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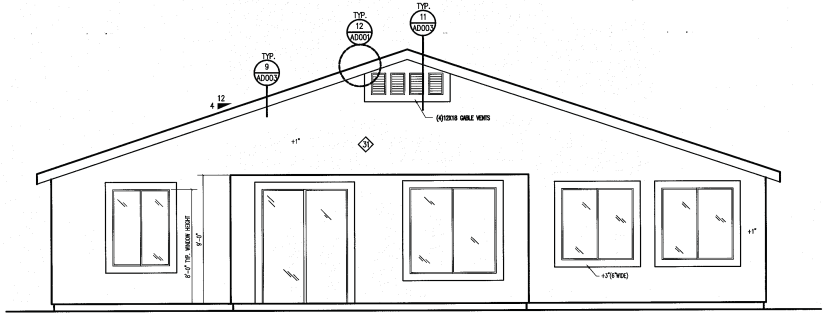

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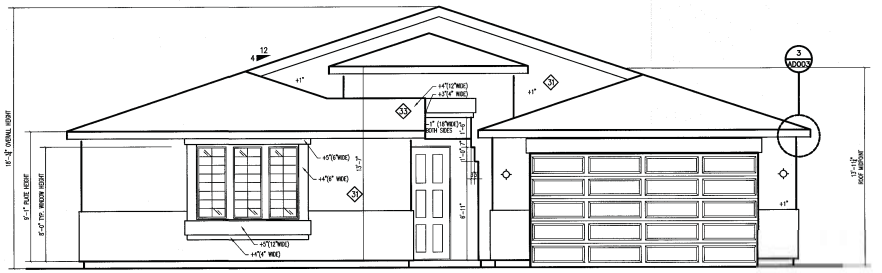

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DORRELL SUMMIT 2630 PLAN
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REVISION	DATE	NOTES
A	11-24-14	CLIENT REVISION #1

FLOOR PLAN

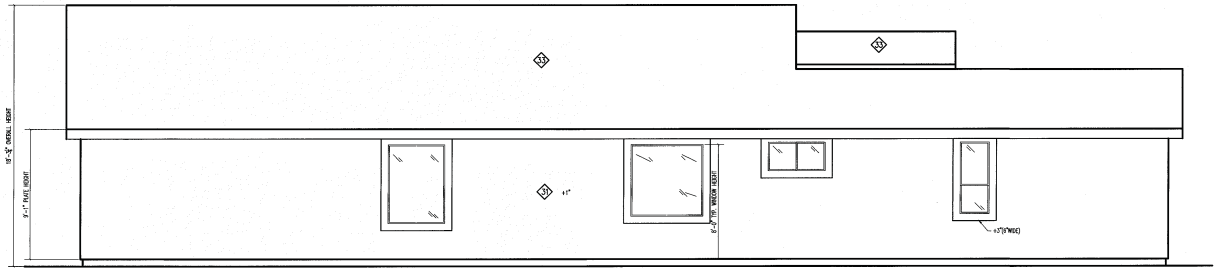
JOB NO.: 1317
FILE NAME:
DATE: 4-14-14
UPDATE:

A041

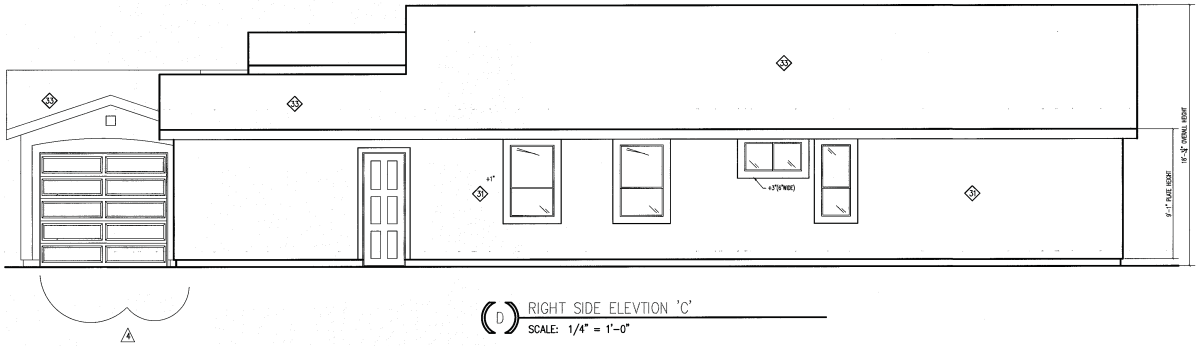
PRJ-62712
12/24/15

SCANNED

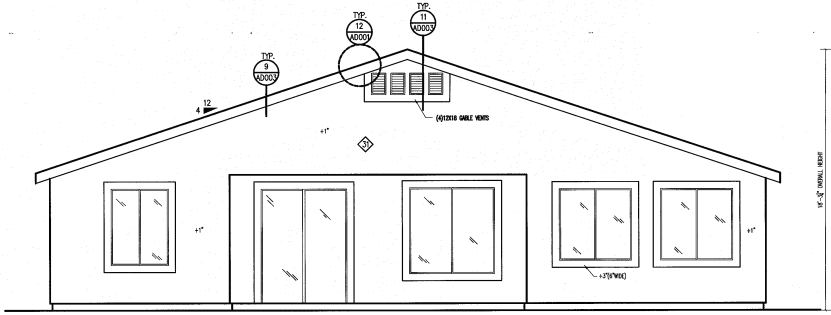
ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787



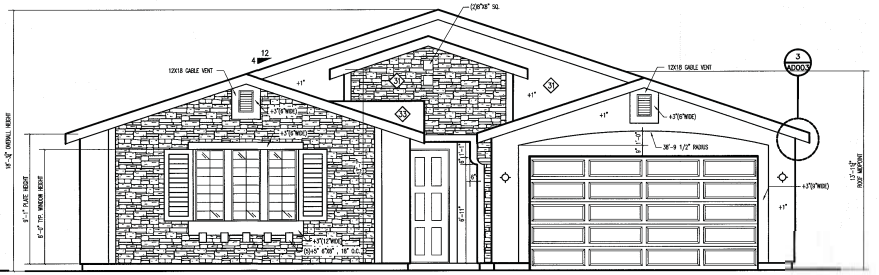
(C) LEFT SIDE ELEVATION 'C'
SCALE: 1/4" = 1'-0"



(D) RIGHT SIDE ELEVTION 'C'
SCALE: 1/4" = 1'-0"



(B) REAR ELEVATION
SCALE: 1/4" = 1'-0"



(A) FRONT ELEVATION 'C'
SCALE: 1/4" = 1'-0"

KEYNOTES:

31 EXTERIOR 1 COAT STUCCO SYSTEM, SEE 1/AD001 & D.R. HORTON FOR FINISH AND COLOR.

32 1 COAT STUCCO SYSTEM O/FOAM WAINSCOT FOAM BAND OR WOOD FRAMED BAND, WINDOW OR DOOR TRIM 6" WIDE FINISH TYP. U.N.O.

33 CONCRETE S ROOF TILE, SEE D.R. HORTON FOR FINISH AND COLOR. SEE 1/AD003 FOR UNDERLAYMENT

34 12" O/HANG AT PUBLIC WAY.

35 PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.

36 CEILING LINE.

37 ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.

41 COACH LIGHT. SEE D.R. HORTON SPECS.

NOTES:

1. PRAIRIE GRIDS TO BE ON FRONT AND CORNER FRONT WINDOWS ONLY, UNLESS NOTED OTHERWISE OR BY CODE REQUIREMENTS.

2. PROVIDE LOW 'E' GLAZING DOOR/WINDOWS, (TYPICAL) VERIFY WITH 2012 IECC ANALYSIS REPORT.

3. DETAILS ❶ WINDOW & DOORS REFER TO BLOCKING AROUND OPENINGS. DETAILS WHEN SHEAR WALL NEXT ARE NOT REFERENCE, THEY ARE DETAILS 9 TO 15, 17, & 19 ON SHEET AD002.

4. POP-OUTS SHOWN AROUND WINDOWS TO BE INSTALLED ON ALL WINDOWS THAT DON'T HAVE SHUTTERS.

5. ALL ROOF VENTS, PIPES, OTHER ROOF PENETRATIONS AND ATTACHMENTS, AND EQUIPMENT (EXCEPT CHIMNEYS) HAVE BEEN CONFIGURED TO HAVE A MINIMAL VISUAL IMPACT AS SEEN FROM THE STREET. ROOF PENETRATIONS (EXCEPT CHIMNEYS) SHALL BE PAINTED OR ARCHITECTURALLY INTEGRATED WITH THE ROOF DESIGN AND COLOR, TO THE MAXIMUM PRACTICAL EXTENT.

SYMBOLS:

OPTIONAL COACH LIGHTING, SEE ELECTRICAL PLAN.

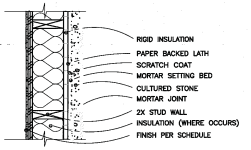
TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.

ELECTRICAL PANEL, SEE ELECTRICAL & UTILITY PLANS FOR SIZE, MODEL AND LOCATION.

GAS METER, SEE PLUMBING & UTILITY PLANS FOR SIZE, MODEL, AND LOCATION.

FLOOD LIGHT, SEE ELECTRICAL PLAN

PHONE, SEE ELECTRICAL BOX



(E) ADHEERED STONE VENEER DETAIL
SCALE: N.T.S.

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RESIDENTIAL DESIGNER
CERTIFIED RESIDENTIAL DESIGNER
No. CD-R STATE OF NEVADA
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DORRELL SUMMIT 2630 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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REVISION	DATE	NOTES
1	11-13-14	CODE REVISION #1

JOB NO.: 1317
FILE NAME:
DATE: 4-14-14
UPDATE:

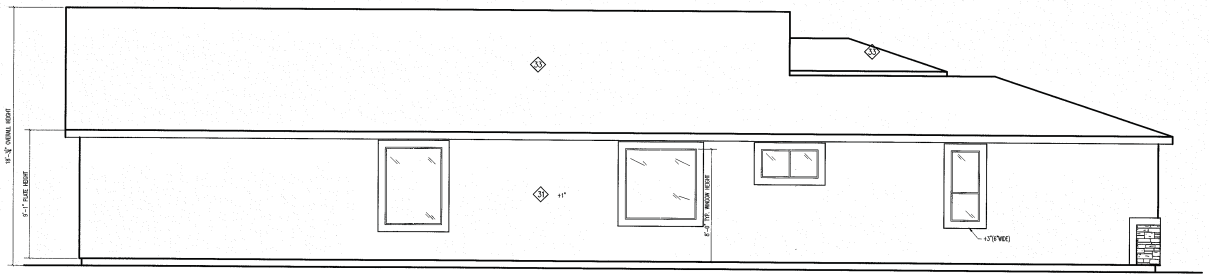
FLOOR PLAN
A042

PRJ-62712
12/24/15

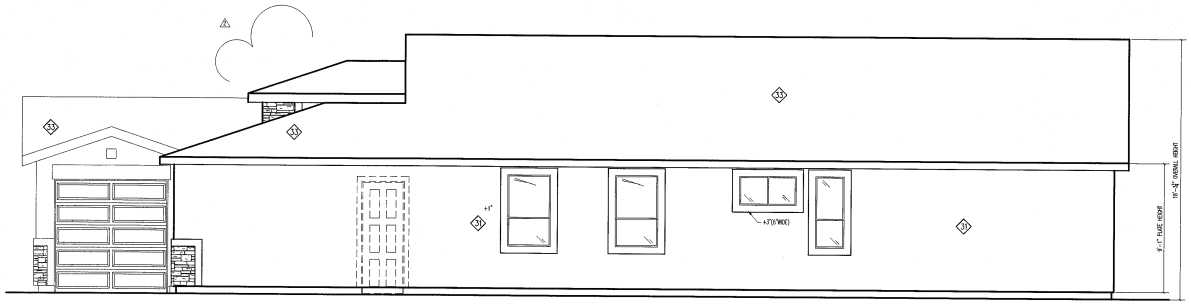
SCANNED

EDS FEB 17 2015

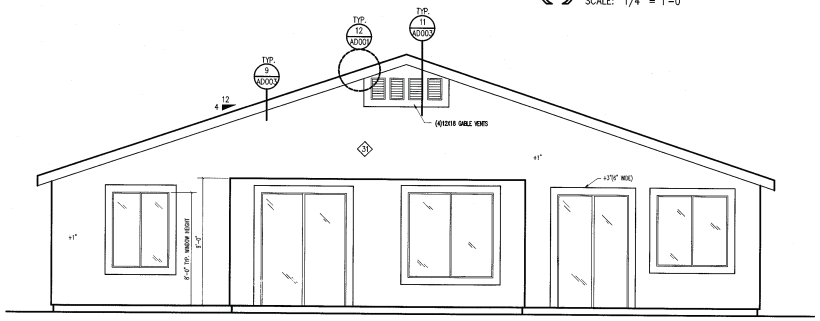
ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787



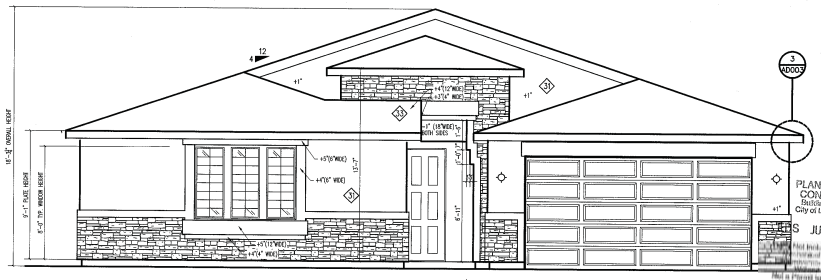
LEFT SIDE ELEVATION 'D'
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVTION 'D'
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"



FRONT ELEVATION 'D'
SCALE: 1/4" = 1'-0"

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36 12" O/HANG AT PUBLIC WAY.

38 PRE-MFR. SHUTTERS, SEE D.R. HORTON SPECS.

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40 ACCESS PANEL FOR OPTIONAL TUB EQUIPMENT, VERIFY LOCATION W/ PLUMBING DWGS.

41 COACH LIGHT. SEE D.R. HORTON SPECS.

NOTES:

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SYMBOLS:

COACH LIGHTING, SEE ELECTRICAL PLAN.

TYPICAL LOW VOLTAGE ADDRESS LIGHT – CONTRACTOR SHALL VERIFY HEIGHT WITH FIRE DEPARTMENT AND LOCAL ORDINANCES, SEE ADDRESS DISPLAY REQUIREMENTS.

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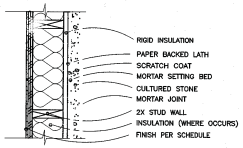
FLOOD LIGHT, SEE ELECTRICAL PLAN

PHONE, SEE ELECTRICAL BOX



ADHEERED STONE VENEER DETAIL
SCALE: N.T.S.

PLANS APPROVED
CONSTRUCTION
Building & Safety Dept.
City of Las Vegas, Nevada
JUL 05 2014

PRJ-62712
12/24/15

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REVISION	DATE	NOTES
2	5-20-14	ARCH CORRECTION #2

FLOOR PLAN

JOB NO.: 1404
FILE NAME:
DATE: 2-28-14
UPDATE:

A043

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

DOOR & WINDOW SCHEDULE

DOOR LEGEND:

FC = FIBER CLASSIC
HC = HOLLOW CORE WOOD DOOR
SC = SOLID CORE WOOD DOOR
FR = FRENCH W/TEMPERED GLAZING
BP = BYPASS DOORS
DA = DOUBLE ACTING HOLLOW CORE DOOR
MTL = METAL DOOR

WINDOW LEGEND:

FX = FIXED WINDOW
SL = SLIDER
SH = SINGLE HUNG
AR = ARCHED
TEMP. = TEMPERED GLAZING RQ'D IN HAZARDOUS LOC. INSTALL PER I.R.C. CODE.

NOTE:
D.R. HORTON MAY SUBSTITUTE ANY DOOR MATERIAL ON ANY DOOR EXCEPT RATED DOORS AND DOORS REQUIRED BY CODE.

SHELVING OPTIONS:

(A) (PANTRY) (4) 12" DEEP SHELVES EQUALLY SPACED.
(B) (LINEN) (5) 16" DEEP SHELVES EQUALLY SPACED. (18" WIDE IN CLOSET)
(C) (CLOSET) (1) 12" DEEP SHELF AND POLE @ +66".
(D) (CLOSET) (2) 12" DEEP SHELVES AND POLE @ +42" & +84"
(E) (LAUNDRY) (1) 12" DEEP SHELF.
(F) (LINEN) (5) 16" DEEP SHELVES EQUALLY SPACED
(G) (PANTRY) (4) 16" DEEP SHELVES EQUALLY SPACED.

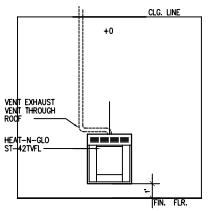
NOTE:
ALL SHELVES ARE WOOD OR WOOD W/LAMINATE FINISH, VERIFY W/D.R. HORTON, POLES ARE WOOD W/METAL ROSETTES

WALL SCHEDULE

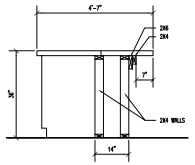
= GARAGE SEPARATION WALL

SQUARE FOOTAGE

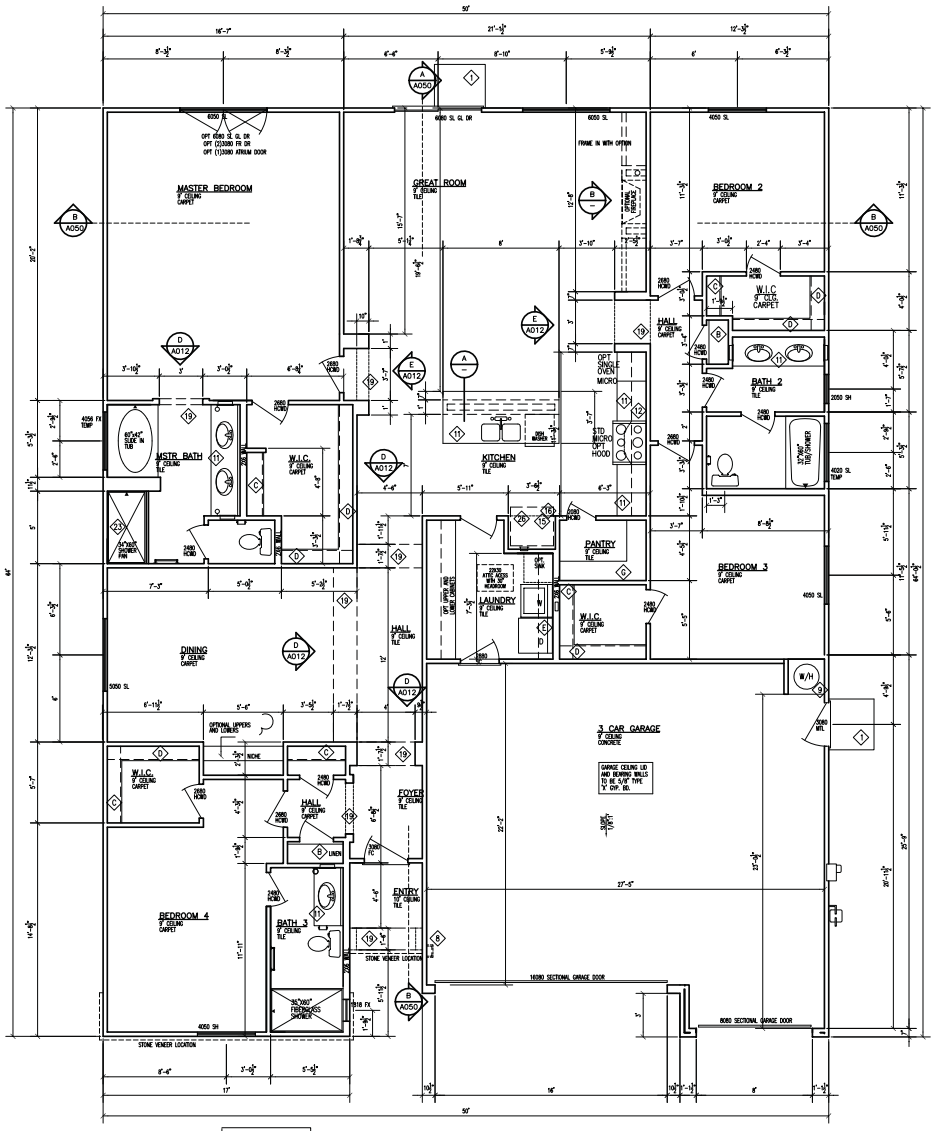
LIVING:	–	2,430 S.F.
GARAGE:	–	628 S.F.
COVERED PORCH:	–	36 S.F.
OPT. FULL PATIO COVER:	–	500 S.F.
OPT. PARTIAL PATIO COVER:	–	214 S.F.



(B) OPT. FIREPLAVE ELEVATION
SCALE: 1/2"=1'



(A) KITCHEN ISLAND DETAIL
SCALE: 1/2"=1'



(1) FLOOR PLAN
SCALE: 1/4" = 1'-0"

KEYNOTES:

1. MIN. 36" WIDE X MIN. 36" DEEP X 4" THICK CONCRETE LANDING. STOOP WIDTH SHALL NOT BE LESS THAN THE DOOR SERVED.
2. DECORATIVE COLUMNS
3. CARPET STRIP.
4. 2X FRAMING WALL BELOW
5. TILE, SEE SPEC, SHEET
6. DRYER EXHAUST VENT, SEE MECHANICAL DRAWINGS.
7. RECESSED WATER VALVE BOX, VERIFY WITH PLUMBING DWGS.
8. SOFT WATER LOOP
9. WATER HEATER PLATFORM @ 18"AFF
10. TEMPERED GLASS SHOWER DOOR
11. BASE CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
12. WALL MOUNTED UPPER CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
13. MAKE-UP COUNTER @ +28".
14. UNDER COUNTER DISHWASHER.
15. 41 X30 REFRIGERATOR/FREEZER LOCATION, VERIFY W/ D.R.H.
16. RECESSED ICE MAKER BOX WITH VALVE.
17. CONTINUOUS HANDRAIL 36" A.F.F.
18. CENTER WINDOW ON INTERIOR WALL.
19. ARCH. SEE INTERIOR ELEVATION.
20. CEILING LINE.
21. ½" GYP BD AT SOFFIT AND ENCLOSED SIDE OF STAIR
22. ½" GYP. BD. DRAFTSTOP SHOWN DASHED
23. SHOWER PAN
24. FOAM TRIM OR FOAM WAINSCOT OR FOAM TRIM W/STONE BELOW, SEE EXTERIOR ELEVATIONS FOR HEIGHTS & LOCATIONS.
25. COLUMN, SEE STRUCTURAL DRAWINGS.
26. 24" DEEP CABINET ABOVE

GENERAL NOTES:

1. THE GARAGE WALLS & CEILING SHALL BE 5/8" TYPE 'X' GYPSUM BOARD, ALL OTHER CEILINGS SHALL BE 5/8" GYP. BD. D.R.H. CAN USE 1/2" MIN. GYP. BD. ON WALLS THAT ARE NOT RATED WALLS OR REQ'D. BY CODE. WHERE 1/2" GYPSUM BOARD IS INSTALLED ON CEILINGS FRAMED AT 24" O.C. AND WHERE A WATER-BASED TEXTURED FINISH IS TO BE APPLIED, OR WHERE IT WILL BE REQUIRED TO SUPPORT INSULATION ABOVE A CEILING, THE 1/2" GYP. BOARD SHALL BE SAG RESISTANT CEILING BOARD OR INCREASED TO 5/8" GYP. BOARD

2. THE DOOR BETWEEN THE GARAGE AND THE DWELLING UNITS SHALL BE EITHER SOLID WOOD OR METAL CLAD HONEYCOMB DOORS NOT LESS THAN 1 3/8" THICK OR A 20 MIN. DOOR. DOORS SHALL BE SELF–CLOSING & SELF–LATCHING W/A TIMELY FRAME.

3. REFER TO BUILDER FOR QUANTITY AND LOCATION OF BULLNOSE DRYWALL CORNER'S.

4. ALL BASE SHALL BE REVERSIBLE GRADE.

5. WHEN CERAMIC TILE, CULTURED MARBLE OR LIKE FINISHES ARE INSTALLED A BACKER BOARD OF CEMENT, FIBER CEMENT, OR GLASS MAT GYPSUM BACKERS IN COMPLIANCE WITH ASTM C1288, C1325 OR C1178 ARE TO BE USED IN THE TUBS TO A HEIGHT OF THE TILE IN TUB/SHOWER OR IN SHOWER FROM FLOOR TO CEILING AND ON THE CEILING TO THE EDGE OF THE TILE OR EDGE OF TUB/SHOWER, WHICHEVER IS GREATEST.

6. PENETRATIONS WILL NOT BE ALLOWED THROUGH FIRE RESTRICTIVE WALLS, FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES WITHOUT APPROVED DETAILS.

7. ALL APPLIANCES AND PLUMBING FIXTURES SHALL BE SELECTED BY D.R. HORTON.

8. SEE D.R. HORTON FOR ALL CABINETRY SPECIFICATIONS.

9. AT TUBS, SHOWERS, & TUB/SHOWER COMBOS THAT ABUT RATED WALLS, MOISTURE RESISTANT 5/8" TYPE 'X' GYPSUM BOARD MUST BE INSTALLED BETWEEN THE TUB, OR SHOWER, OR TUB/SHOWER COMBO AND THE RATED WALL .

10. KITCHEN COUNTER TOP @ +36", TYP. U.N.O. SEE D.R. HORTON FOR TYPE & STYLE.

11. MIRROR ABOVE ALL LAV'S. TYP. U.N.O. SEE SPEC. SHEET.

12. GARAGE AND PATIO SHOULD SLOPE ¼" PER FOOT.

13. ALL SLIDING GLASS DOORS AND GLASS IN FRNCH/ATRIUM DOORS SHALL BE TEMPERED.

ATTIC ACCESS, CATWALK & WORKING PLATFORM:
* PROVIDE A 22" WIDE X 30" HIGH SOLID CATWALK.
* A WORKING PLATFORM AT CONTROL SIDE OF FAU, 30" IN DEPTH, WIDTH & HEIGHT SHALL BE PROVIDED.
* WHERE THE HEIGHT OF THE PASSAGEWAY IS LESS THAN 6 FT. THE DISTANCE FROM THE ACCESS TO THE FAU SHALL NOT EXCEED 20 FT. MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY.

DOORS:
* FRONT ENTRY DOOR SHALL HAVE WEATHER–STRIPPING & THRESHOLD, A PEEP HOLE @ +60" AND BE PROVIDED W/A LOCKSET AND DEADBOLT.
* PROVIDE PRIVACY LOCKS AT MASTER BEDROOM & ALL BATHROOM DOORS U.N.O.
* ALL BY–PASS AND BI–FOLD DOORS SHALL BE WHITE ON WHITE U.N.O.
* ALL DOORS TO HAVE 3" JAMBS.

WINDOWS:
1. ALL WINDOWS TO BE THERMAL–PANE GLASS.
2. PROVIDE LOW 'E' WINDOW, VERIFY W/ECC CALCS. BY MECHANICAL ENGINEER.
3. ESCAPE AND RESCUE WINDOWS SHALL HAVE A MIN. SILL HEIGHT OF 44" & MIN. NET CLEAR OPENABLE AREA OF 5.7 S.F. THE MIN. NET CLEAR OPENABLE HEIGHT DIM. SHALL BE 24". THE MIN. NET CLEAR OPENABLE WIDTH DIM. SHALL BE 20". WHEN WINDOWS ARE PROVIDED AS A MEANS OF ESCAPE AND RESCUE THEY SHALL HAVE A FINISHED SILL.
* EXCEPTIONS:
A. MINIMUM NET CLEAR OPENING FOR A ESCAPE AND RESCUE GRADE FLOOR OPENING SHALL BE 5 S.F.
* CONTRACTOR SHALL INSTALL TEMPERED GLAZING IN HAZARDOUS LOCATIONS:
4. GLAZING IN SWING DOORS, FIXED & SLIDING PANELS OF SLIDING DOORS & PANEL IN SLIDING & BI–FOLD CLOSET DOORS & IN STORM DOORS & UNFRAMED SWINGING DOORS.
5. GLAZING IN DOORS & ENCLOSURES FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATH TUBS & SHOWERS. GLAZING WHERE BOTTOM EXPOSED EDGE IS LESS THAN 60" ABOVE A STANDING SURFACE.
6. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EDGE IS LESS THAN 60" ABOVE WALKING SURFACE.
* EXCEPTIONS:
A. PANELS WHERE THERE IS A WALL BARRIER BETWEEN THE DOOR & GLAZING.
B. WHERE DOOR IS TO A CLOSET 3'–0" DEEP OR LESS SHALL COMPLY WITH SEC. R308.4 (SEE NOTE 7 BELOW).
C. GLAZING IN WALLS PERPENDICULAR TO THE PLANE OF THE DOOR IN A CLOSED POSITION OTHER THAN THE WALL THE DOOR SWINGS TOWARD.
7. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL OTHER THAN THOSE LOCATIONS DESCRIBED ABOVE THAT MEETS ALL OF THE FOLLOWING CONDITIONS:
A. EXPOSED AREA OF AN INDIVIDUAL PANE GREATER THAN 9 S.F.
B. EXPOSED BOTTOM EDGE IS LESS THAN 18" ABOVE THE FLOOR.
C. EXPOSED TOP EDGE IS GREATER THAN 36" ABOVE THE FLOOR.
D. ONE OR MORE WALKING SURFACES WITHIN 36" HORIZONTALLY OF THE PLANE OF THE GLAZING.

PRJ-62712
12/24/15

LARRY TINDALL
RESIDENTIAL DESIGNER

2430 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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REVISION	DATE	NOTES

JOB NO.: 1508
FILE NAME:
DATE: 2-5-15
UPDATE:

FLOOR PLAN
A010

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

DOOR & WINDOW SCHEDULE

DOOR LEGEND:

FC	= FIBER CLASSIC		
HC	= HOLLOW CORE WOOD DOOR		
SC	= SOLID CORE WOOD DOOR		
FR	= FRENCH W/TEMPERED GLAZING		
BP	= BYPASS DOORS		
DA	= DOUBLE ACTING HOLLOW CORE DOOR		
MTL	= METAL DOOR		

WINDOW LEGEND:

FX =	FIXED WINDOW
SL =	SLIDER
SH =	SINGLE HUNG
AR =	ARCHED
TEMP. =	TEMPERED GLAZING RQ'D IN HAZARDOUS LOC. INSTALL PER I.R.C. CODE.

NOTE:
D.R. HORTON MAY SUBSTITUTE ANY DOOR MATERIAL ON ANY DOOR EXCEPT RATED DOORS AND DOORS REQUIRED BY CODE.

SHELVING OPTIONS:

- (A) (PANTRY) (4) 12" DEEP SHELVES EQUALLY SPACED.
- (B) (LINEN) (5) 16" DEEP SHELVES EQUALLY SPACED. (18" WIDE IN CLOSET)
- (C) (CLOSET) (1) 12" DEEP SHELF AND POLE @ +66".
- (D) (CLOSET) (2) 12" DEEP SHELVES AND POLE @ +42" & +84"
- (E) (LAUNDRY) (1) 12" DEEP SHELF.
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- (G) (PANTRY) (4) 16" DEEP SHELVES EQUALLY SPACED.

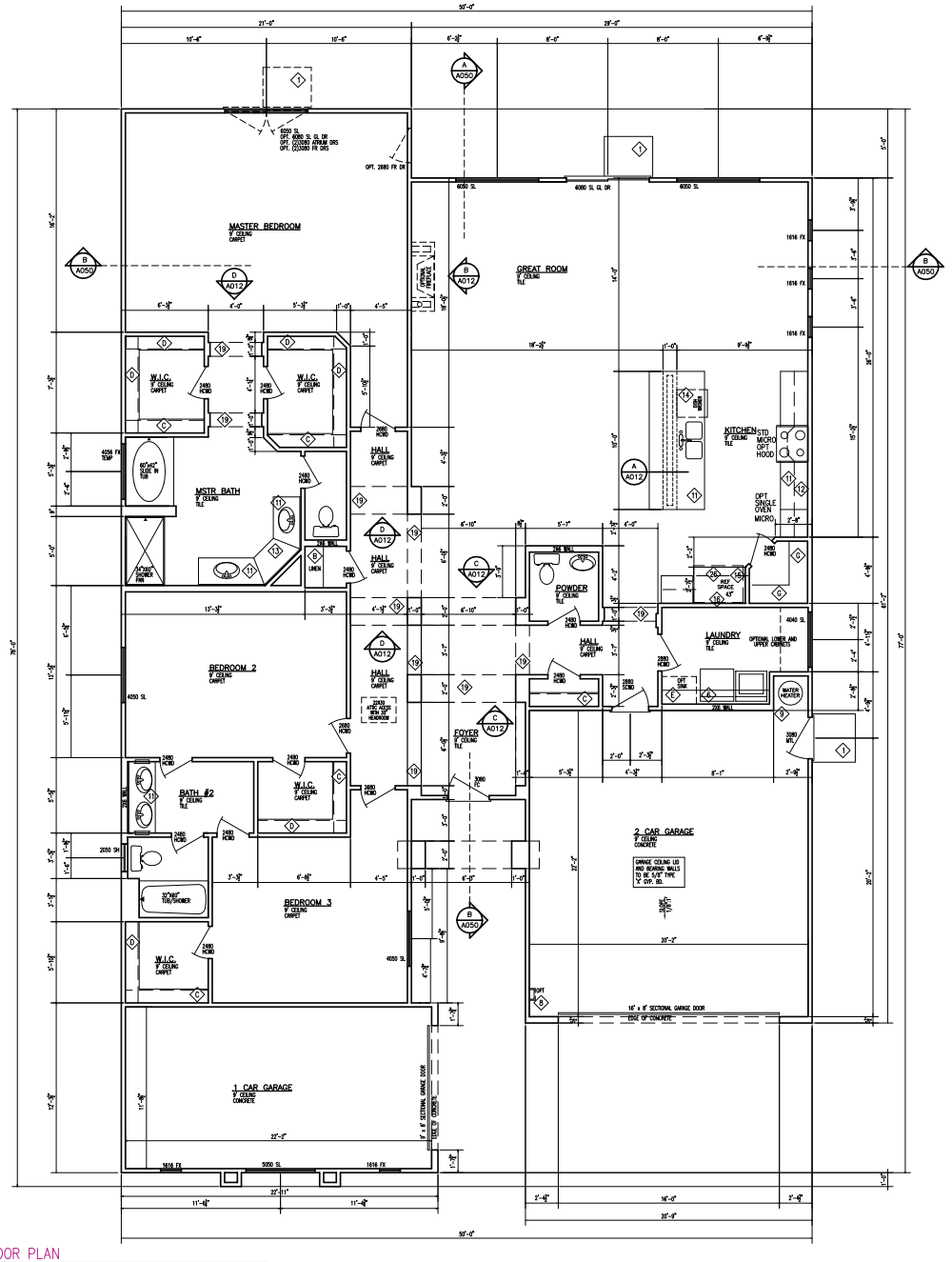
NOTE:
ALL SHELVES ARE WOOD OR WOOD W/LAMINATE FINISH, VERIFY W/D.R. HORTON, POLES ARE WOOD W/METAL ROSETTES

WALL SCHEDULE

▰▰▰ = GARAGE SEPARATION WALL

SQUARE FOOTAGE

LIVING:	–	2,530 S.F.
1 CAR GARAGE:	–	207 S.F.
2 CAR GARAGE:	–	429 S.F.
COVERED PORCH:	–	66 S.F.
FULL PATIO COVER:	–	395 S.F.
PARTIAL PATIO COVER:	–	294 S.F.



(1) FLOOR PLAN
SCALE: 1/4" = 1'-0"

KEYNOTES:

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4. 2X FRAMING WALL BELOW
5. TILE, SEE SPEC. SHEET
6. DRYER EXHAUST VENT, SEE MECHANICAL DRAWINGS.
7. RECESSED WATER VALVE BOX, VERIFY WITH PLUMBING DWGS.
8. SOFT WATER LOOP
9. WATER HEATER PLATFORM @ 18"AFF
10. TEMPERED GLASS SHOWER DOOR
11. BASE CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
12. WALL MOUNTED UPPER CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
13. MAKE-UP COUNTER @ +28".
14. UNDER COUNTER DISHWASHER.
15. 41 X30 REFRIGERATOR/FREEZER LOCATION, VERIFY W/ D.R.H.
16. RECESSED ICE MAKER BOX WITH VALVE.
17. CONTINUOUS HANDRAIL 36" A.F.F.
18. CENTER WINDOW ON INTERIOR WALL.
19. ARCH. SEE INTERIOR ELEVATION.
20. CEILING LINE.
21. ⅝" GYP BD AT SOFFIT AND ENCLOSED SIDE OF STAIR
22. ⅝" GYP. BD. DRAFTSTOP SHOWN DASHED
23. SHOWER PAN AND SURROUND
24. FOAM TRIM OR FOAM WAINSCOT OR FOAM TRIM W/STONE BELOW, SEE EXTERIOR ELEVATIONS FOR HEIGHTS & LOCATIONS.
25. COLUMN, SEE STRUCTURAL DRAWINGS.
26. 24" DEEP CABINET ABOVE

GENERAL NOTES:

1. THE GARAGE WALLS & CEILING SHALL BE 5/8" TYPE 'X' GYPSUM BOARD, ALL OTHER CEILINGS SHALL BE 5/8" GYP. BD. D.R.H. CAN USE 1/2" MIN. GYP. BD. ON WALLS THAT ARE NOT RATED WALLS OR REQ'D. BY CODE. WHERE 1/2" GYPSUM BOARD IS INSTALLED ON CEILINGS FRAMED AT 24" O.C. AND WHERE A WATER-BASED TEXTURED FINISH IS TO BE APPLIED, OR WHERE IT WILL BE REQUIRED TO SUPPORT INSULATION ABOVE A CEILING, THE 1/2" GYP. BOARD SHALL BE SAG RESISTANT CEILING BOARD OR INCREASED TO 5/8" GYP. BOARD

2. THE DOOR BETWEEN THE GARAGE AND THE DWELLING UNITS SHALL BE EITHER SOLID WOOD OR METAL CLAD HONEYCOMB DOORS NOT LESS THAN 1 3/8" THICK OR A 20 MIN. DOOR. DOORS SHALL BE SELF-CLOSING & SELF-LATCHING W/A TIGHT FRAME.

3. REFER TO BUILDER FOR QUANTITY AND LOCATION OF BULLNOSE DRYWALL CORNER'S.

4. ALL BASE SHALL BE REVERSIBLE GRADE.

5. WHEN CERAMIC TILE, CULTURED MARBLE OR LIKE FINISHES ARE INSTALLED A BACKER BOARD OF CEMENT, FIBER CEMENT, OR GLASS MAT GYPSUM BACKERS IN COMPLIANCE WITH ASTM C1288, C1325 OR C1178 ARE TO BE USED IN THE TUBS TO A HEIGHT OF THE TILE IN TUB/SHOWER OR IN SHOWER FROM FLOOR TO CEILING AND ON THE CEILING TO THE EDGE OF THE TILE OR EDGE OF TUB/SHOWER, WHICHEVER IS GREATEST.

6. PENETRATIONS WILL NOT BE ALLOWED THROUGH FIRE RESTRICTIVE WALLS, FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES WITHOUT APPROVED DETAILS.

7. ALL APPLIANCES AND PLUMBING FIXTURES SHALL BE SELECTED BY D.R. HORTON.

8. SEE D.R. HORTON FOR ALL CABINETRY SPECIFICATIONS.

9. AT TUBS, SHOWERS, & TUB/SHOWER COMBOS THAT ABUT RATED WALLS, MOISTURE RESISTANT 5/8" TYPE 'X' GYPSUM BOARD MUST BE INSTALLED BETWEEN THE TUB, OR SHOWER, OR TUB/SHOWER COMBO AND THE RATED WALL .

10. KITCHEN COUNTER TOP @ +36", TYP. U.N.O. SEE D.R. HORTON FOR TYPE & STYLE.

11. MIRROR ABOVE ALL LAV'S. TYP. U.N.O. SEE SPEC. SHEET.

12. GARAGE AND PATIO SHOULD SLOPE ¼" PER FOOT.

13. ALL SLIDING GLASS DOORS AND GLASS IN FRNCH/ATRIUM DOORS SHALL BE TEMPERED.

ATTIC ACCESS, CATWALK & WORKING PLATFORM:
* PROVIDE A 24" MIN. X 30" MIN. HEIGHT SIZED OPENING.
* A WORKING PLATFORM AT CONTROL SIDE OF FAU. 30" IN DEPTH, WIDTH & HEIGHT SHALL BE PROVIDED.
* WHERE THE HEIGHT OF THE PASSAGEWAY IS LESS THAN 6 FT. THE DISTANCE FROM THE ACCESS TO THE FAU. SHALL NOT EXCEED 20 FT. MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY.

DOORS:
* FRONT ENTRY DOOR SHALL HAVE WEATHER-STRIPPING & THRESHOLD, A PEEP HOLE @ +60" AND BE PROVIDED W/A LOCKSET AND DEADBOLT.
* PROVIDE PRIVACY LOCKS AT MASTER BEDROOM & ALL BATHROOM DOORS U.N.O.
* ALL BY-PASS AND BI-FOLD DOORS SHALL BE WHITE ON WHITE U.N.O.
* ALL DOORS TO HAVE 3" JAMBS.

WINDOWS:
1. ALL WINDOWS TO BE THERMAL-PANE GLASS.
2. PROVIDE LOW 'E' WINDOW, VERIFY W/ECC CALCS. BY MECHANICAL ENGINEER.
3. ESCAPE AND RESCUE WINDOWS SHALL HAVE A MIN. SILL HEIGHT OF 44" & MIN. NET CLEAR OPENABLE AREA OF 5.7 S.F. THE MIN. NET CLEAR OPENABLE HEIGHT DIM. SHALL BE 24". THE MIN. NET CLEAR OPENABLE WIDTH DIM. SHALL BE 20". WHEN WINDOWS ARE PROVIDED AS A MEANS OF ESCAPE AND RESCUE THEY SHALL HAVE A FINISHED SILL.

*** EXCEPTIONS:**
A. MINIMUM NET CLEAR OPENING FOR A ESCAPE AND RESCUE GRADE FLOOR OPENING SHALL BE 5 S.F.

*** CONTRACTOR SHALL INSTALL TEMPERED GLAZING IN HAZARDOUS LOCATIONS:**
4. GLAZING IN SWING DOORS, FIXED & SLIDING PANELS OF SLIDING DOORS & PANEL IN SLIDING & BI-FOLD CLOSET DOORS & IN STORM DOORS & UNFRAMED SWINGING DOORS.
5. GLAZING IN DOORS & ENCLOSURES FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATH TUBS & SHOWERS. GLAZING WHERE BOTTOM EXPOSED EDGE IS LESS THAN 60" ABOVE A STANDING SURFACE.
6. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL. ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EDGE IS LESS THAN 60" ABOVE WALKING SURFACE.

*** EXCEPTIONS:**
A. PANELS WHERE THERE IS A WALL BARRIER BETWEEN THE DOOR & GLAZING.
B. WHERE DOOR IS TO A CLOSET 3'-0" DEEP OR LESS SHALL COMPLY WITH SEC. R308.4 (SEE NOTE 7 BELOW).
C. GLAZING IN WALLS PERPENDICULAR TO THE PLANE OF THE DOOR IN A CLOSED POSITION OTHER THAN THE WALL THE DOOR SWINGS TOWARD.
7. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL OTHER THAN THOSE LOCATIONS DESCRIBED ABOVE THAT MEETS ALL OF THE FOLLOWING CONDITIONS:
A. EXPOSED AREA OF AN INDIVIDUAL PANE GREATER THAN 9 S.F.
B. EXPOSED BOTTOM EDGE IS LESS THAN 18" ABOVE THE FLOOR.
C. EXPOSED TOP EDGE IS GREATER THAN 36" ABOVE THE FLOOR.
D. ONE OR MORE WALKING SURFACES WITHIN 36" HORIZONTALLY OF THE PLANE OF THE GLAZING.

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RESIDENTIAL DESIGNER
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LARRY TINDALL 6211 12/31/16 RESIDENTIAL DESIGNER STATE OF NEVADA

REVISED PER CITY COMMENTS 10/24/15

2530 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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REVISION	DATE	NOTES

JOB NO.: 1508
FILE NAME:
DATE: 2-5-15
UPDATE:

FLOOR PLAN

A010

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

DOOR & WINDOW SCHEDULE

DOOR LEGEND:

FC = FIBER CLASSIC
HC = HOLLOW CORE WOOD DOOR
SC = SOLID CORE WOOD DOOR
FR = FRENCH W/TEMPERED GLAZING
BP = BYPASS DOORS
DA = DOUBLE ACTING HOLLOW CORE DOOR
MTL = METAL DOOR

WINDOW LEGEND:

FX = FIXED WINDOW
SL = SLIDER
SH = SINGLE HUNG
AR = ARCHED
TEMP. = TEMPERED GLAZING RQ'D IN HAZARDOUS LOC. INSTALL PER I.R.C. CODE.

NOTE:
D.R. HORTON MAY SUBSTITUTE ANY DOOR MATERIAL ON ANY DOOR EXCEPT RATED DOORS AND DOORS REQUIRED BY CODE.

SHELVING OPTIONS:

(A) (PANTRY) (4) 12" DEEP SHELVES EQUALLY SPACED.
(B) (LINEN) (5) 16" DEEP SHELVES EQUALLY SPACED. (18" WIDE IN CLOSET)
(C) (CLOSET) (1) 12" DEEP SHELF AND POLE @ +66".
(D) (CLOSET) (2) 12" DEEP SHELVES AND POLE @ +42" & +84"
(E) (LAUNDRY) (1) 12" DEEP SHELF.
(F) (LINEN) (5) 12" DEEP SHELVES EQUALLY SPACED
(G) (PANTRY) (4) 16" DEEP SHELVES EQUALLY SPACED.

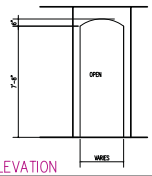
NOTE:
ALL SHELVES ARE WOOD OR WOOD W/LAMINATE FINISH, VERIFY W/D.R. HORTON, POLES ARE WOOD W/METAL ROSETTES

WALL SCHEDULE

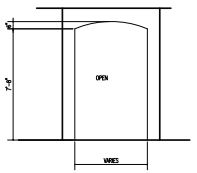
= GARAGE SEPARATION WALL

SQUARE FOOTAGE

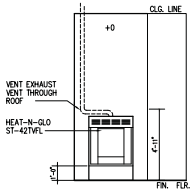
LIVING:	–	2,630 S.F.
1 CAR GARAGE:	–	213 S.F.
2 CAR GARAGE:	–	438 S.F.
COVERED PORCH:	–	35 S.F.
STANDARD PATIO COVER:	–	83 S.F.
OPTIONAL FULL PATIO COVER:	–	500 S.F.
OPTIONAL PARTIAL PATIO COVER:		137 S.F.



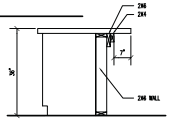
(D) ARCH ELEVATION
SCALE: 1/4" = 1'-0"



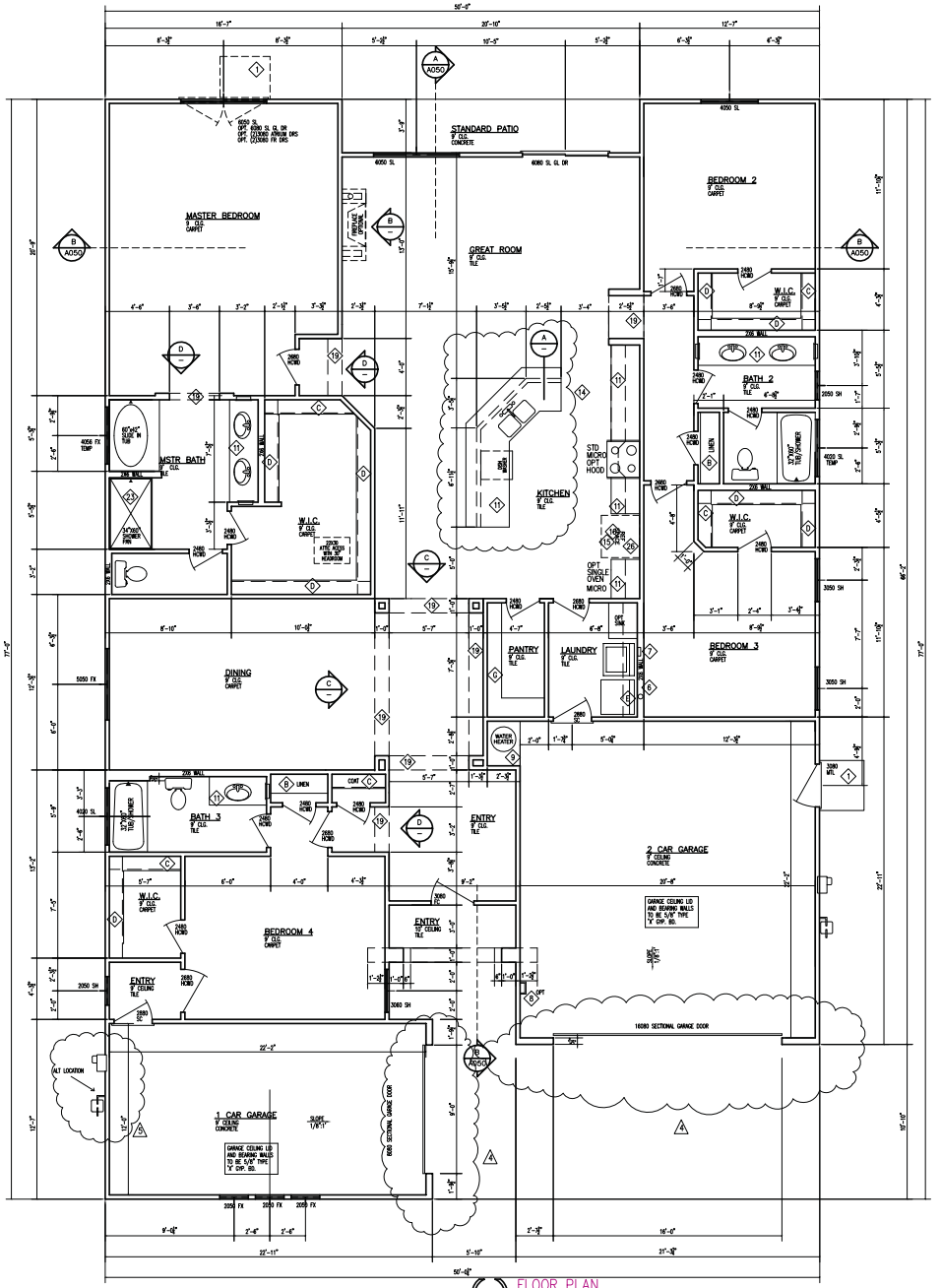
(C) ARCH ELEVATION
SCALE: 1/4" = 1'-0"



(B) OPT. FIREPLACE ELEVATION
SCALE: 1/2"=1'



(A) KITCHEN ISLAND DETAIL
SCALE: 1/2"=1'



(1) FLOOR PLAN
SCALE: 1/4" = 1'-0"

KEYNOTES:

1. MIN. 36" WIDE X MIN. 36" DEEP X 4" THICK CONCRETE LANDING. STOOP WIDTH SHALL NOT BE LESS THAN THE DOOR SERVED.
2. DECORATIVE COLUMNS
3. CARPET STRIP.
4. 2X FRAMING WALL BELOW
5. TILE, SEE SPEC. SHEET
6. DRYER EXHAUST VENT, SEE MECHANICAL DRAWINGS.
7. RECESSED WATER VALVE BOX, VERIFY WITH PLUMBING DWGS.
8. SOFT WATER LOOP
9. WATER HEATER PLATFORM @ 18"AFF
10. TEMPERED GLASS SHOWER DOOR
11. BASE CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
12. WALL MOUNTED UPPER CABINETS, SEE D.R. HORTON FOR TYPE AND MODEL.
13. MAKE-UP COUNTER @ +28".
14. UNDER COUNTER DISHWASHER.
15. 61 X30 REFRIGERATOR/FREEZER LOCATION, VERIFY W/ D.R.H.
16. RECESSED ICE MAKER BOX WITH VALVE.
17. CONTINUOUS HANDRAIL 36" A.F.F.
18. CENTER WINDOW ON INTERIOR WALL.
19. ARCH. SEE INTERIOR ELEVATION.
20. CEILING LINE.
21. 2' GYP BD AT SOFFIT AND ENCLOSED SIDE OF STAIR
22. 2' GYP. BD. DRAFTSTOP SHOWN DASHED
23. SHOWER PAN AND SURROUND
24. FOAM TRIM OR FOAM WAINSCOT OR FOAM TRIM W/STONE BELOW, SEE EXTERIOR ELEVATIONS FOR HEIGHTS & LOCATIONS.
25. COLUMN, SEE STRUCTURAL DRAWINGS.
26. 24" DEEP CABINET ABOVE

GENERAL NOTES:

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2. THE DOOR BETWEEN THE GARAGE AND THE DWELLING UNITS SHALL BE EITHER SOLID WOOD OR METAL CLAD HONEYCOMB DOORS NOT LESS THAN 1 3/8" THICK OR A 20 MIN. DOOR. DOORS SHALL BE SELF-CLOSING & SELF-LATCHING W/A TIMELY FRAME.

3. REFER TO BUILDER FOR QUANTITY AND LOCATION OF BULLNOSE DRYWALL CORNER'S.

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* A WORKING PLATFORM AT CONTROL SIDE OF FAU. 30" IN DEPTH, WIDTH & HEIGHT SHALL BE PROVIDED.
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DOORS:
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* PROVIDE PRIVACY LOCKS AT MASTER BEDROOM & ALL BATHROOM DOORS U.N.O.
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3. ESCAPE AND RESCUE WINDOWS SHALL HAVE A MIN. SILL HEIGHT OF 44" & MIN. NET CLEAR OPENABLE AREA OF 5.7 S.F. THE MIN. NET CLEAR OPENABLE HEIGHT DIM. SHALL BE 24". THE MIN. NET CLEAR OPENABLE WIDTH DIM. SHALL BE 20". WHEN WINDOWS ARE PROVIDED AS A MEANS OF ESCAPE AND RESCUE THEY SHALL HAVE A FINISHED SILL.
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6. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL. ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EDGE IS LESS THAN 60" ABOVE WALKING SURFACE.
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B. EXPOSED BOTTOM EDGE IS LESS THAN 18" ABOVE THE FLOOR.
C. EXPOSED TOP EDGE IS GREATER THAN 36" ABOVE THE FLOOR.
D. ONE OR MORE WALKING SURFACES WITHIN 36" HORIZONTALLY OF THE PLANE OF THE GLAZING.

RJ-62712
12/24/15

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DORRELL SUMMIT 2630 PLAN
D.R. HORTON HOMES
LARRY TINDALL
RESIDENTIAL DESIGNER
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REVISION	DATE	NOTES
1	12-1-14	CLIENT REVISION
2	1-2-15	CLIENT REVISION #2

JOB NO.: 1317
FILE NAME:
DATE: 4-14-14
UPDATE:

FLOOR PLAN

A010

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

Exterior Color Scheme 1:

D·R·HORTON
America's Builder

Monier Roof Tile:

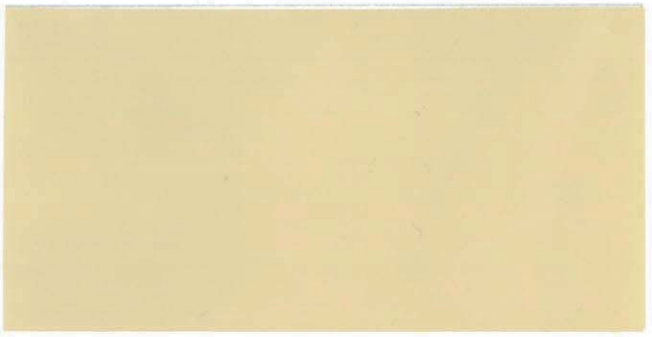
La Terra Blend 1BCCS6031

Desert Sage 1FACS0024

1

4

2



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3

Coronado Stone:

Eastern Mountain Ledge - Dakota Brown

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

1 Fascia - Sommelier SW 7595
2 Body/Field - Birds Eye Maple SW 2384
3 Banding/Trim - Lanyard SW 7680
4 Front Door/Accent - Link Grey SW 6200
5 Garage Door - Dark Night SW 6237

PRJ-62712
12/24/15

Sherwin Williams - April 2015

MAY

Exterior Color Scheme 2:

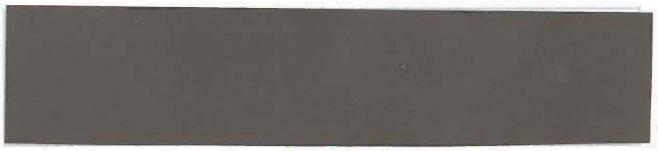
D·R·HORTON
America's Builder

Monier Roof Tile:

La Terra Blend 1BCCS6031

Desert Sage 1FACS0024

1



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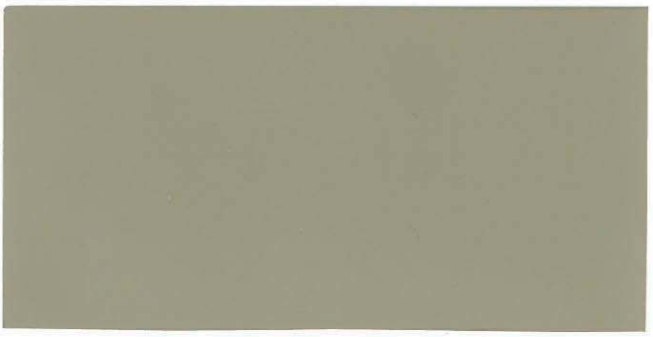

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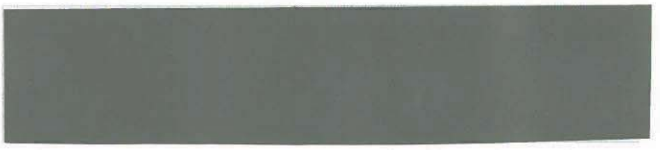

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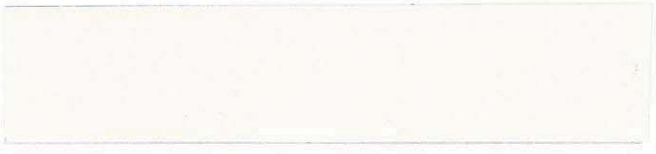


Coronado Stone:

Mountain Strip Stone - Chablis

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

1 Fascia - Otter SW 6041
2 Body/Field - Sawdust SW 6158
3 Banding/Trim - Nacre SW 6154
4 Front Door/Accent - Spicey Hue SW 6342
5 Garage Door - Pewter Green SW 6208

PRJ-62712
12/24/15

Sherwin Williams - April 2015

MAY

Exterior Color Scheme 3:

D·R·HORTON
America's Builder

Monier Roof Tile:

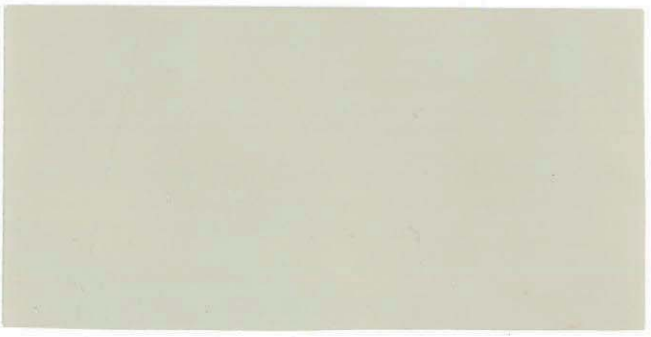
Sandstorm 1BCCS0026

Sandstorm 1FACS0026

1

4

2



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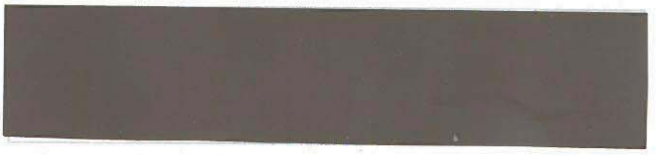

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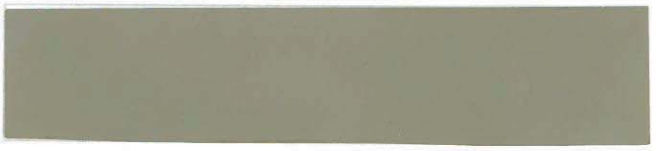

Coronado Stone:

Idaho Dry Stack - Chablis

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

1 Fascia - Grays Harbor SW 6236
2 Body/Field - Naturel SW 7542
3 Banding/Trim - Meadow Trail SW 7737
4 Front Door/Accent - Manor House SW 7505
5 Garage Door - Sable SW 6083

PRJ-62712
12/24/15

Sherwin Williams - April 2015
MAY

Exterior Color Scheme 4:

D·R·HORTON
America's Builder

Monier Roof Tile:

Toast 1BCCS0939

Toast 1FACS0939

1

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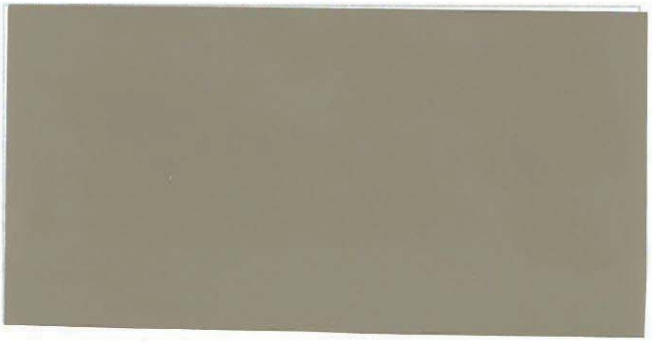

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Coronado Stone:

Idaho Dry Stack -
Cape Cod Grey

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

1 Fascia - Brevity Brown W 6068
2 Body/Field - Quiver Tan SW 6151
3 Banding/Trim - Softer Tan SW 6141
4 Front Door/Accent - Lanyard SW 7680
5 Garage Door - Peppercorn SW 7674

PRJ-62712
12/24/15

Sherwin Williams - April 2015

Exterior Color Scheme 5:

Monier Roof Tile:

Apple Bark 1BCCS0431

Desert Sage 1FACS0024

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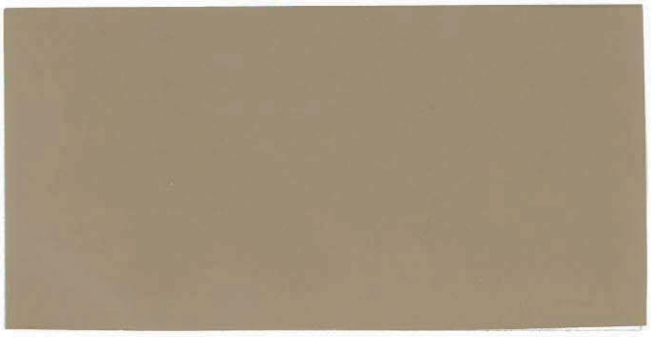

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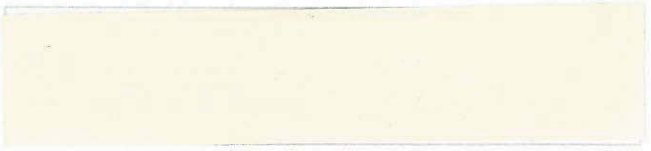

Coronado Stone:

Eastern Mountain Ledge-Wheat

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

1 Fascia - Gale Force SW 7605
2 Body/Field - Hopsack SW 6109
3 Banding/Trim - Muslin SW 6133
4 Front Door/Accent - Homburg Gray SW 7622
5 Garage Door - Carnelian SW 7580

PRJ-62712
12/24/15

Sherwin Williams - April 2015

Exterior Color Scheme 6:

D·R·HORTON
America's Builder

Monier Roof Tile:

Autumn Blend 1BCCS6160

DesertTerra Cotta 1FACS6160

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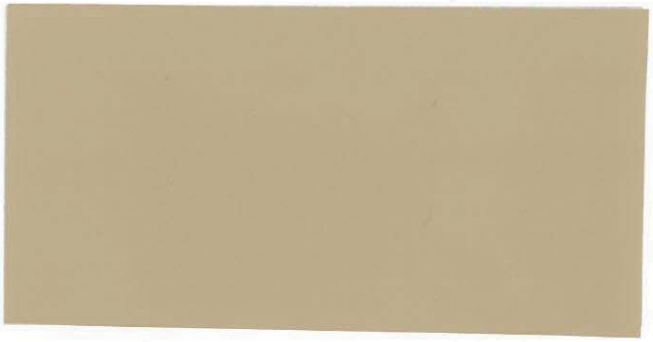

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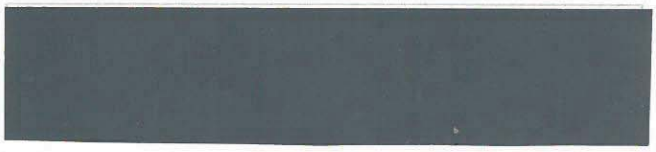

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Coronado Stone:

Eastern Mountain Ledge-
Dakota Brown

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

1 Fascia - Kilim Beige SW 6106
2 Body/Field - Mesa Tan SW 7695
3 Banding/Trim - Grounded SW 6089
4 Front Door/Accent - Sundried Tomato SW 7585
5 Garage Door - Sea Serpent SW 7615

PRJ-62712
12/24/15

Sherwin Williams - April 2015

Exterior Color Scheme 7:

D·R·HORTON
America's Builder

Monier Roof Tile:

Desert Driftwood 1BCCS3601 | Brown Blend 1FACS3233 | Smokey 1FACS3958

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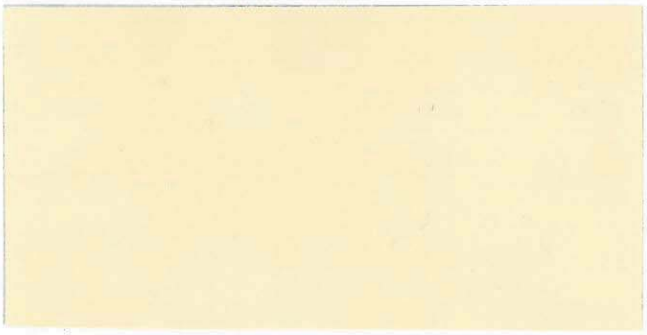

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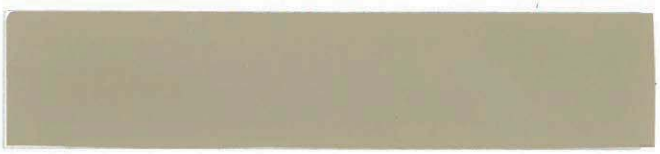

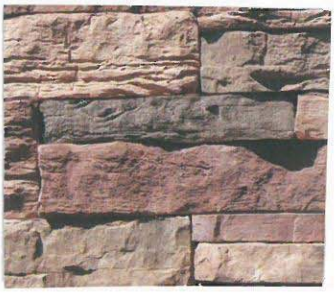

Coronado Stone:

Weathered Edge - Sunhill Blend

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

1 Fascia - Inkwell SW 6992
2 Body/Field - Concord Buff SW 7684
3 Banding/Trim - San Antonio Sage SW 7731
4 Front Door/Accent - French Roast SW 6069
5 Garage Door - Plum Brown SW 6272

PRJ-62712
12/24/15

Sherwin Williams - April 2015

Exterior Color Scheme 8:

D·R·HORTON
America's Builder

Monier Roof Tile:

Toast 1BCCS0939

Toast 1FACS0939

La Terra Blend 1BCCS6031

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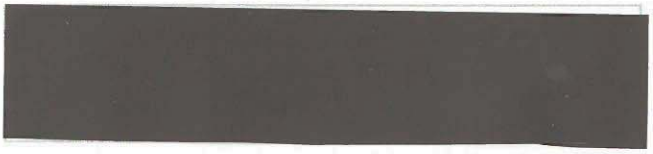

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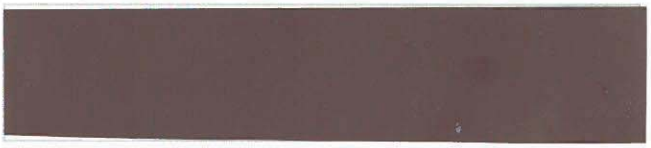

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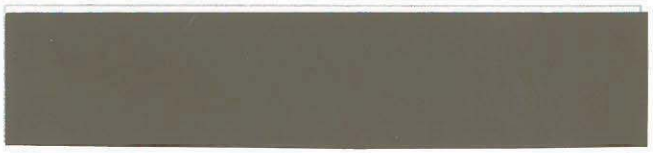

Coronado Stone:

Virginia Ledge - Coastal Brown

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

1 Fascia - Bitter Chocolate SW 6013
2 Body/Field - Latte SW 6108
3 Banding/Trim - Protege Bronze SW 6153
4 Front Door/Accent - Edamame SW 7729
5 Garage Door - Arresting Auburn SW 6034

PRJ-62712
12/24/15

Sherwin Williams - April 2015

Exterior Color Scheme 9:

D·R·HORTON
America's Builder

Monier Roof Tile:

Autumn Blend 1BCCS6160

Desert Terra Cotta Blend 1FACS6101

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Coronado Stone:

Virginia Ledge - Hillside

1 Fascia - Koffee SW 6104
2 Body/Field - Stonebriar SW 7693
3 Banding/Trim - Toated Pine Nut SW 7696
4 Front Door/Accent - Canyon Clay SW 6054
5 Garage Door - Eclipse SW 6166

PRJ-62712
12/24/15

Sherwin Williams - April 2015

Exterior Color Scheme 10:

D·R·HORTON
America's Builder

Monier Roof Tile:

Sandstorm1BCCS0026

Brown Blend 1FACS3233

Smokey 1FACS3958

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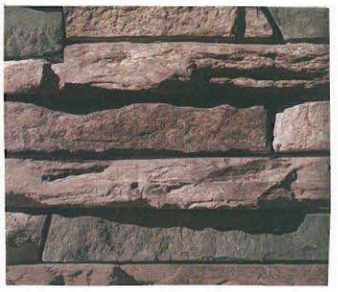

Coronado Stone:

Quick Stack -
Coastal Brown

1 Fascia - Caviar SW 6990
2 Body/Field - Baguette SW 6123
3 Banding/Trim - Believable Buff SW 6120
4 Front Door/Accent - Polished Mohogany SW 2838
5 Garage Door - Greenblack SW 6994

PRJ-62712
12/24/15

Sherwin Williams - April 2015

ZON-62784 [PRJ-62712] - REZONING RELATED TO VAR-62756, VAR-62765 THROUGH VAR-62785, WVR-62786 AND TMP-62787 - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC
SOUTHWEST CORNER OF AZURE DRIVE AND TORREY PINES DRIVE

12/31/15

ZON-62784 [PRJ-62712] - REZONING RELATED TO VAR-62756, VAR-62765 THROUGH VAR-62785, WVR-62786 AND TMP-62787 - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC
SOUTHWEST CORNER OF AZURE DRIVE AND TORREY PINES DRIVE

12/31/15

ZON-62784 [PRJ-62712] - REZONING RELATED TO VAR-62756, VAR-62765 THROUGH VAR-62785, WVR-62786 AND TMP-62787 - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC
SOUTHWEST CORNER OF AZURE DRIVE AND TORREY PINES DRIVE

12/31/15

ZON-62784 [PRJ-62712] - REZONING RELATED TO VAR-62756, VAR-62765 THROUGH VAR-62785, WVR-62786 AND TMP-62787 - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC
SOUTHWEST CORNER OF AZURE DRIVE AND TORREY PINES DRIVE

12/31/15

ZON-62784 [PRJ-62712] - REZONING RELATED TO VAR-62756, VAR-62765 THROUGH VAR-62785, WVR-62786 AND TMP-62787 - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC
SOUTHWEST CORNER OF AZURE DRIVE AND TORREY PINES DRIVE

12/31/15

Triton
Engineering

December 23, 2015

City of Las Vegas
Planning & Development
333 North Rancho Drive, 3rd Floor
Las Vegas, NV 89106

Subject: Justification letter for DR HORTON @ Azure & Torrey Pines - NORTH
Zone Change, Tentative Map, Variance and Waiver
Parcel #125-26-203-002, 003 & 004

As representatives of DR HORTON the applicant is requesting for a Zone Change, Tentative Map, Variance and Waiver on the above mentioned parcels. The subject property is located within City of Las Vegas.

The requested zone change would be from Residence Estates (R-E) to Residential Restricted R-D. Immediately east of the site is developed and zoned R-PD3, which is a zoning district that no longer exists in the City. However a zoning district of R-D is comparable to the density and scope of developed R-PD3 residential community. In addition to being located near a similar density and scope of the project to the east, immediately west of the site is a zoned and developed C-V, Civic District - School. Both to the north and south of our project is zoned R-E which is in character with the surrounding land use. This site will serve as an ideal transition parcel between the developed School, R-E and R-PD3 planned residential community. This zone change is in conformance with the land use designation for this acreage of Low Density Residential (L). The site conforms to the surrounding area, therefore the request is appropriate.

The project also falls within the 330' Rural Preservation Overlay Buffer. The site is approximately 800 ft from the closest Right of Way of 100' or greater being S215; therefore we are in conformance with 19.10.180.B.

The applicant is proposing a 20 lot, single-family detached residential development on approximately 6.08 acres with a density of 3.29 units per acre. Along with this tentative map we would like request a waiver to allow a reduced street separation distance between external intersections 177 feet where 220 feet is required.

The applicant is also requesting the following variances:

1. Variance to allow an 874-foot residential block length where the maximum allowed is 660 feet on 6.08 acres. There is a proposed fire access off the cul-de-sac to Azure Drive as shown.
2. Variance for all (20) lots for a 10' front yard setback where 25' minimum is required and a rear yard setback of 25' where 30' is required.

The house models being proposed are all single story homes on a minimum lot size of 10,000 SF. These single story homes are being proposed by DR Horton to minimize the surrounding affects on the neighbor's privacy.

If you should have any questions concerning this, please contact me at Triton Engineering. We thank you in advance for your consideration and approval.

Sincerely,

Aimee English, Project Coordinator

ZON-62784, VAR-62756, VAR-62765 thru VAR-62783, VAR-62785, WVR-62786 and TMP-62787

PRJ-62712
12/29/15

6757 W. Charleston Blvd., Suite B • Las Vegas, Nevada 89146
Office: (702) 254-1480 • Fax: (702) 254-3062 • www.tritoneng.com

Triton
Engineering

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2016 MAR 11 A 9:40

February 22, 2016

City of Las Vegas
Planning & Development
333 North Rancho Drive, 3rd Floor
Las Vegas, NV 89106

Subject: Request for Hold – Abeyance
DR Horton -Azure & Torrey Pines – NORTH
ZON-62784, VAR-62756, VAR-62765 through VAR-62783, VAR-62785, WVR-62786 and TMP-62787

To whom it may concern;

As representatives of DR HORTON we respectfully request for a 2 week continuance for the above mentioned applications. These applications are currently scheduled to be heard by the City Council on March 16, 2016. We are respectfully requesting that these matters be continued to the next scheduled City Council hearing on April 6th, 2016. The additional time is needed to continue to meet with the neighbors.

If you should have any questions please feel free to contact me at 702-254-1480.

Sincerely,

Aimee Ignatowicz-English
Project Coordinator

6757 W. Charleston Blvd., Suite B • Las Vegas, Nevada 89146
Office: (702) 254-1480 • Fax: (702) 254-3062 • www.tritoneng.com

Submitted after final agenda
Date 3/14/16 Item 77-100

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62784 & VAR-62756 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526611007
OAK FOREST L L C
2304 LOSEE RD
NORTH LAS VEGAS NV 89030-4108

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-62784 & VAR-62756 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526110022
J M N HOLDINGS L L C
6204 NEWKIRK CT
LAS VEGAS NV 89130-1417

Submitted after final agenda
Date 3/8/16 Items 77+78

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-62784 & VAR-62756 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526603002
JACKSON WILLIAM H III & KRISTINA
JACKSON WILLIAM H III & KRISTINA
6330 W TROPICAL PKWY
LAS VEGAS NV 89130-1346

97 BRDGNPI 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-62784 & VAR-62756 [PRJ-62712]
City Council Meeting of March 16, 2016

Not wanted in my neighborhood

Case: ZON-62784
12526512022
YOUNG SHARI L & JEFFREY L
6228 OLD TRADITION ST
LAS VEGAS NV 89130

97 BRDGNPI 89130

p.1

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

7024760102

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

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ZON-62784 & VAR-62756 [PRJ-62712]

City Council Meeting of March 16, 2016

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Las Vegas, NV
Permit No. 1630

12528611087 Case: ZON-62784
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

ST BRONPI 89130

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2016 MAR 14 A 8:49

Mar 11 16 10:31a

Submitted after final agenda

Date 3/14/16 Item 77+78

p.1

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

7024760102

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

ease use available blank space on card for your comments.

ZON-62784 & VAR-62756 [PRJ-62712]

ty Council Meeting of March 16, 2016

97 BRODNEY 89130

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12526611088 Case: ZON-62784
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

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2016 MAR 11 A 7:41

Mar 11 16 10:29a

Submitted after final agenda

Date Item

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62784 & VAR-62756 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526611002
BEEMAN DAVID J & LYNDA F TRUST
BEEMAN DAVID J & LYNDA F TRS
6125 THORNDIKE CT
LAS VEGAS NV 89130-1383

97 BRDGNPI 89130

Submitted after final agenda

Date 3/14/16 Item 77+78

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

LAS VEGAS
NV 890
02 FEB '16
PM 2 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62784 & VAR-62756 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

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City of Las Vegas
Dept. of Planning

Case: ZON-62784
12526611087
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

Submitted after final agenda
Date 2/9/2016 Item 32-33P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
02 FEB '16
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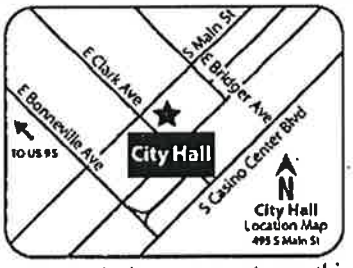

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City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-62784 & VAR-62756 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

Case: ZON-62784
12526611088
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 LRDGNPI 89130

32-33P

LAS VEGAS
NV 890
03 FEB '16
PM 2 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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ZON-62784 & VAR-62756 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

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Case: ZON-62784
12526110032
GROVER STEPHEN C & MARGARET S
6208 MUIRLANDS CT
LAS VEGAS NV 89130-1418

32-33A

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62756 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 874-FOOT RESIDENTIAL BLOCK LENGTH WHERE THE MAXIMUM ALLOWED IS 660 FEET on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62756 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89113

E-mail Address

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 20 15.

Caroline Dryer

Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62756
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:

VAR-62765 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784 AND VAR-62756 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT ONE OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted from the March 16, 2016 City Council Meeting
4. Backup Submitted at the February 9, 2016 Planning Commission Meeting

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62765 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

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E-mail Address

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Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

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City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

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Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

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This 24 day of November, 20 15.

Caroline Dryer

Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62765
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Permit No. 1630

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CITY CLERK
2016 MAR -8 A 8:53

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62765 & VAR-62766 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526611007
OAK FOREST L L C
2304 LOSEE RD
NORTH LAS VEGAS NV 89030-4108

27 BRDCNPI 89030

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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2016 MAR -9 P 1:03

Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62765 & VAR-62766 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526110022
J M N HOLDINGS L L C
6204 NEWKIRK CT
LAS VEGAS NV 89130-1417

Submitted after final agenda
Date 3/8/16 Item 79+80

97 BRDCNPI 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Permit No. 1630

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2016 MAR -9 A 11:05

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Not Wanted IN my Neighborhood

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62765 & VAR-62766 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526512022
YOUNG SHARI L & JEFFREY L
6228 OLD TRADITION ST
LAS VEGAS NV 89130

97 BRDGNPI 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Permit No. 1630

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CITY CLERK
2016 MAR -9 A 11:04

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62765 & VAR-62766 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526603002
JACKSON WILLIAM H III & KRISTINA
JACKSON WILLIAM H III & KRISTINA
6330 W TROPICAL PKWY
LAS VEGAS NV 89130-1346

97 BRDGNPI 89130

p.2

7024760102

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62765 & VAR-62766 [PRJ-62712]
City Council Meeting of March 16, 2016

12526611087 Case: ZON-62784
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDGNPI 89130

RECEIVED
CITY CLERK
2016 MAR 11 A 8:49

Mar 11 16 10:34a

Submitted after final agenda

Date 3/14/16 Item 79+80

Mar 11 16 10:29a

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

2016 MAR 14 A 8:49
RECEIVED
CITY CLERK

Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62765 & VAR-62766 [PRJ-62712]
City Council Meeting of March 16, 2016

12526611088 Case: ZON-62784
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDGNP1 89130

7024760102

p.3

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Permit No. 1630

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2015 MAR 14 P 12:06

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Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62784 & VAR-62756 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526611002
BEEMAN DAVID J & LYNDA F TRUST
BEEMAN DAVID J & LYNDA F TRS
6125 THORNDIKE CT
LAS VEGAS NV 89130-1383

97 BRDGNPI 89130

Submitted after final agenda

Date 3/14/16 Item 77+78

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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U.S. Postage
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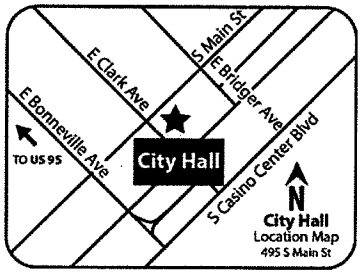
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62765 & VAR-62766 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

12526611004 Case: VAR-62765
WEEKS JASON D & JESSICA R
6133 THORNDIKE CT
LAS VEGAS NV 89130-1383

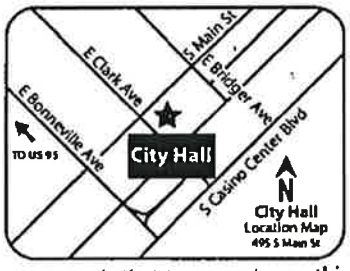
97 LRDGNPI 89130

LAS VEGAS
NV 890
02 FEB '16
PM 5 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62765 & VAR-62766 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

RECEIVED
FEB 9 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62765
12526611087
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

Submitted after final agenda
Date 2/9/2016 Item 34-35P

LAS VEGAS
NV 890
03 FEB '16
PM 4 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
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Las Vegas, NV
Permit No. 1630

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Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62765 & VAR-62766 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

RECEIVED
FEB 8 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62765
12526110032
GROVER STEPHEN C & MARGARET S
6208 MUIRLANDS CT
LAS VEGAS NV 89130-1418

34-35P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
02 FEB '16
PM 4 L

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-62765 & VAR-62766 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

RECEIVED
FEB 9 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62765
12526611088
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 LRDGNPI 89130

34-35P

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62766 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT TWO OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
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City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
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BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62766 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

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Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89113

E-mail Address

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 20 15.

Caroline Dryer

Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62766
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62767 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756, VAR-62765 AND VAR-62766 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT THREE OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote0 recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted from the March 16, 2016 City Council Meeting
4. Backup Submitted at the February 9, 2016 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62767 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

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FOR DEPARTMENT USE ONLY

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Meeting Date:	
Total Fee:	
Date Received:*	
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Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

PRSRT STD
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Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62767 & VAR-62768 [PRJ-62712]
City Council Meeting of March 16, 2016

RECEIVED
CITY CLERK
2016 MAR -8 A 8:53

Case: ZON-62784
12526611007
OAK FOREST L L C
2304 LOSEE RD
NORTH LAS VEGAS NV 89030-4108

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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VAR-62767 & VAR-62768 [PRJ-62712]
City Council Meeting of March 16, 2016

RECEIVED
CITY CLERK
2016 MAR -9 P 1:03

Case: ZON-62784
12526110022
J M N HOLDINGS L L C
6204 NEWKIRK CT
LAS VEGAS NV 89130-1417

Submitted after final agenda
Date 3/8/16 Item 81 + 82

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2016 MAR -9 A 11:05

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Official Notice of Public Hearing

Not wanted in my Neighborhood

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62767 & VAR-62768 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526512022
YOUNG SHARI L & JEFFREY L
6228 OLD TRADITION ST
LAS VEGAS NV 89130

97 BRDGNPI 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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PAID
Las Vegas, NV
Permit No. 1630

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CITY CLERK
2016 MAR -9 A 11:03

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62767 & VAR-62768 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526603002
JACKSON WILLIAM H III & KRISTINA
JACKSON WILLIAM H III & KRISTINA
6330 W TROPICAL PKWY
LAS VEGAS NV 89130-1346

97 BRDGNPI 89130

p.2

7024760102

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62767 & VAR-62768 [PRJ-62712]
City Council Meeting of March 16, 2016

12526611088 Case: ZON-62784
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDONP1 89130

RECEIVED
CITY CLERK
2016 MAR 11 A 8:49

Mar 11 16 10:36a

Submitted after final agenda

Date 3/14/16 Item 81 & 82

p.1

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

7024760102

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Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62767 & VAR-62768 [PRJ-62712]
City Council Meeting of March 16, 2016

12526611087 Case: ZON-62784
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDCMP1 89130

RECEIVED
CITY CLERK
2016 MAR 14 A 8:49

Mar 11 16 10:34a

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Permit No. 1630

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CITY CLERK

2015 MAR 14 P 12:06

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Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62784 & VAR-62756 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526611002
BEEMAN DAVID J & LYNDA F TRUST
BEEMAN DAVID J & LYNDA F TRS
6125 THORNDIKE CT
LAS VEGAS NV 89130-1383

97 BRDGNPI 89130

Submitted after final agenda

Date 3/14/16 Item 77+78

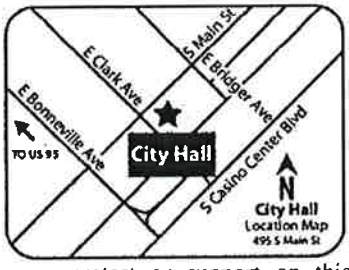
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

LAS VEGAS
NV 890
03 FEB '16
PM 2 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62767 & VAR-62768 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDCNPI 89130

RECEIVED
FEB 8 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62767
12526110032
GROVER STEPHEN C & MARGARET S
6208 MUIRLANDS CT
LAS VEGAS NV 89130-1418

Submitted after final agenda
Date 2/8/2016 Item 36-37P

LAS VEGAS
NV 890
02 FEB '16
PM 2 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

RECEIVED
FEB 9 2016
City of Las Vegas
Dept. of Planning

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Case: VAR-62767

12526611087
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62767 & VAR-62768 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

36-37 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
02 FEB '16
PM 4 L

PRSRT STD
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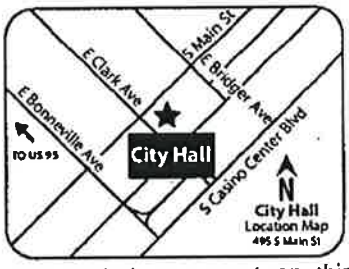
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62767 & VAR-62768 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

RECEIVED
FEB 9 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62767
12526611088
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 LRDGNPI 89130

36-37P

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62768 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62767 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT FOUR OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62768 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

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My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

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E-mail Address

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City Las Vegas **State** NEVADA **Zip** 89146

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Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62768
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

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Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62769 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62768 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT FIVE OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

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City Council Meeting	**7**	**City Council Meeting**	**0**

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62769 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed ____ **Zoning:** existing R-E proposed R-D

Commercial Square Footage ____ **Floor Area Ratio** ____

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** ____ **Fax:** ____

City Las Vegas **State** NV **Zip** 89113

E-mail Address ____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:** ____

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

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Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62769
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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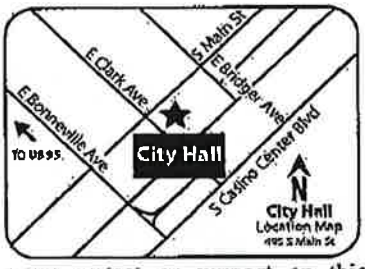
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62769 & VAR-62770 [PRJ-62712]
City Council Meeting of March 16, 2016

RECEIVED
CITY CLERK
2016 MAR -8 A 8:53

Case: ZON-62784
12526611007
OAK FOREST L L C
2304 LOSEE RD
NORTH LAS VEGAS NV 89030-4108

27 BRDGNP1 89030

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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VAR-62769 & VAR-62770 [PRJ-62712]
City Council Meeting of March 16, 2016

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2016 MAR -9 P 1:03

Case: ZON-62784
12526110022
J M N HOLDINGS L L C
6204 NEWKIRK CT
LAS VEGAS NV 89130-1417

Submitted after final agenda
Date 3/8/16 Item 83 + 84

97 BRDGNP1 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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CITY CLERK
2016 MAR -9 A 11:03

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Please use available blank space on card for your comments.
VAR-62769 & VAR-62770 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526603002
JACKSON WILLIAM H III & KRISTINA
JACKSON WILLIAM H III & KRISTINA
6330 W TROPICAL PKWY
LAS VEGAS NV 89130-1346

97 BRDGNP1 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Not Wanted IN My Neighborhood

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62769 & VAR-62770 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526512022
YOUNG SHARI L & JEFFREY L
6228 OLD TRADITION ST
LAS VEGAS NV 89130

97 BRDGNP1 89130

p.1

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

7024760102

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

AR-62769 & VAR-62770 [PRJ-62712]

City Council Meeting of March 16, 2016

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Las Vegas, NV
Permit No. 1630

12526611087 Case: ZON-62784
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 GRONDAHL 89130

RECEIVED
CITY CLERK
2016 MAR 14 A 8:49

Mar 11 16 10:36a

Submitted after final agenda

Date 3/14/16 Item 83+84

7024760102

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

AR-62769 & VAR-62770 [PRJ-62712]
City Council Meeting of March 16, 2016

12526611088 Case: ZON-62784
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDGNPI 89130

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2016 MAR 11 A 8:49

Mar 11 16 10:38a

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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Permit No. 1630

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2015 MAR 14 P 12:06

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62784 & VAR-62756 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526611002
BEEMAN DAVID J & LYNDA F TRUST
BEEMAN DAVID J & LYNDA F TRS
6125 THORNDIKE CT
LAS VEGAS NV 89130-1383

97 BRDGNPI 89130

Submitted after final agenda

Date 3/14/16 Item 77+78

LAS VEGAS
NV 890
03 FEB '16
PM 3 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62769 & VAR-62770 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

RECEIVED
FEB 8 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62769
12526110032
GROVER STEPHEN C & MARGARET S
6208 MUIRLANDS CT
LAS VEGAS NV 89130-1418

Submitted after final agenda
Date 2/8/2016 Item 38-39P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
02 FEB '16
PM 5 L

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62769 & VAR-62770 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

RECEIVED

FEB 9 2016

City of Las Vegas
Dept. of Planning

Case: VAR-62769

12526611088
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 LRDGNPI 89130

38-39P

LAS VEGAS
NV 890
02 FEB '16
PM 5 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62769 & VAR-62770 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

RECEIVED
FEB 9 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62769
12526611087
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

38-39P

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:

VAR-62770 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62769 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT SIX OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62770 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89113

E-mail Address

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

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Clark NV

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No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62770
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62771 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62770 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT SEVEN OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted from the March 16, 2016 City Council Meeting
4. Backup Submitted at the February 9, 2016 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62771 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

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This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

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City Las Vegas **State** NV **Zip** 89113

E-mail Address

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

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Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

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Caroline Dryer

Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62771
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62771 & VAR-62772 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784

12526611007
OAK FOREST L L C
2304 LOSEE RD
NORTH LAS VEGAS NV 89030-4108

97 BRDCNPI 89030

03/06/2016 15:34 7023131712 CRAFT CONSTRUCTION C PAGE 03/06

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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CITY CLERK
2016 MAR -9 P 1:03

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Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62771 & VAR-62772 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784

12526110022
J M N HOLDINGS L L C
6204 NEWKIRK CT
LAS VEGAS NV 89130-1417

Submitted after final agenda
Date 3/8/16 Item 85+86

97 BRDCNPI 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62771 & VAR-62772 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526512022
YOUNG SHARI L & JEFFREY L
6228 OLD TRADITION ST
LAS VEGAS NV 89130

97 BRDGNPI 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62771 & VAR-62772 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526603002
JACKSON WILLIAM H III & KRISTINA
JACKSON WILLIAM H III & KRISTINA
6330 W TROPICAL PKWY
LAS VEGAS NV 89130-1346

97 BRDGNPI 89130

p.2

7024760102

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62771 & VAR-62772 [PRJ-62712]
City Council Meeting of March 16, 2016

12526611087 Case: ZON-62784
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDGNPI 89130

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2016 MAR 11 A 8:49

Mar 11 16 10:39a

Submitted after final agenda

Date 3/14/16 Item 85+86

7024760102

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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62771 & VAR-62772 [PRJ-62712]
City Council Meeting of March 16, 2016

12526611088 Case: ZON-62764
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDGNPI 89130

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CITY CLERK
2016 MAR 14 A 8:49

Mar 11 16 10:41a

City of Las Vegas
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495 S. Main St., City Hall
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2015 MAR 14 P 12:06

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Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62784 & VAR-62756 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526611002
BEEMAN DAVID J & LYNDA F TRUST
BEEMAN DAVID J & LYNDA F TRS
6125 THORNDIKE CT
LAS VEGAS NV 89130-1383

97 BRDGNPI 89130

Submitted after final agenda

Date 3/14/16 Item 77+78

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
02 FEB '16
PM 5 L

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Permit No. 1630

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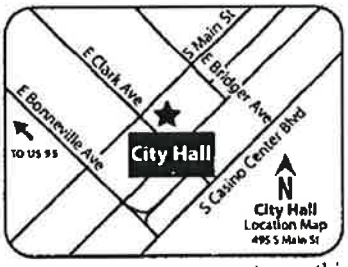

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62771 & VAR-62772 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

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City of Las Vegas
Dept. of Planning

Case: VAR-62771
12526611088
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LAS VEGAS NV 89130-1300

97 LRDGNPI 89130

Submitted after final agenda
Date 2/9/16 Item 40-41 P

LAS VEGAS
NV 890
03 FEB '16
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City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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Please use available blank space on card for your comments.

VAR-62771 & VAR-62772 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

Case: VAR-62771
12526110032
GROVER STEPHEN C & MARGARET S
6208 MUIRLANDS CT
LAS VEGAS NV 89130-1418

97 LADGNPI 89130

40-41P

LAS VEGAS
NV 890
03 FEB '16
PM 2 L

City of Las Vegas
Department of Planning
Development Services Center
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☒ I OPPOSE this Request

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VAR-62771 & VAR-62772 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

Case: VAR-62771
12526110032
GROVER STEPHEN C & MARGARET S
6208 MUIRLANDS CT
LAS VEGAS NV 89130-1418

97 LRDCNP I 89130

40-41P

LAS VEGAS
NV 890
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City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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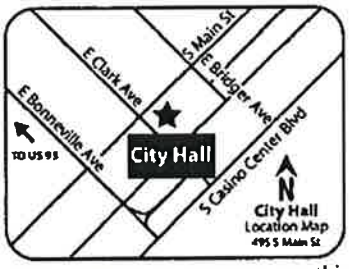

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VAR-62771 & VAR-62772 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNP1 89130

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FEB 9 2016

City of Las Vegas
Dept. of Planning

Case: VAR-62771
12526611087
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

40-41P

LAS VEGAS NV 890

02 FEB 2016 PM 5 L

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62771 & VAR-62772 [PRJ-62712]

Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

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FEB 9 2016

City of Las Vegas
Dept. of Planning

Case: VAR-62771

12526611087
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

40-41P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
02 FEB '16
PM 5 L

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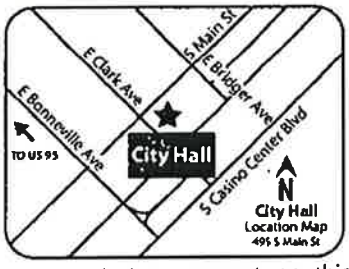

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62771 & VAR-62772 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

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FEB 9 2016

City of Las Vegas
Dept. of Planning

Case: VAR-62771

12526611088
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6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 LRDGNPI 89130

40-41P

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FEB 4 2016

City of Las Vegas
Dept. of Planning

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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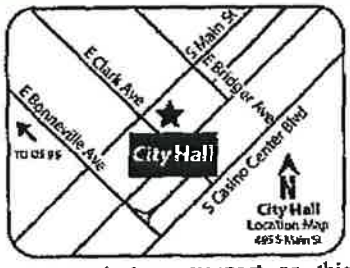

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62771 & VAR-62772 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

WE OPPOSE BOTH ZONE VARIANCES AND ASK THEY REMAIN THE SAME AND LEFT ALONE.

- SEVERAL RESIDENTS IN THE ADJACENT LOTS OPPOSE THE VARIANCE CHANGE AS WELL.

Case: VAR-62771
12526611004
WEEKS JASON D & JESSICA R

LAS VEGAS NV 89130-1383

97 LRDGNPI 89130

40-41P

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62772 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62771 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT EIGHT OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62772 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89113

E-mail Address

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 20 15.

Caroline Dryer

Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62772
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62773 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62772 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT NINE OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted from the March 16, 2016 City Council Meeting
4. Backup Submitted at the February 9, 2016 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62773 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

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City Las Vegas **State** NV **Zip** 89113

E-mail Address

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

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Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

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Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

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This 24 day of November, 20 15.

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Clark NV

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Notary Public State of Nevada
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My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62773
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62773 & VAR-62774 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784

12526611007
OAK FOREST L L C
2304 LOSEE RD
NORTH LAS VEGAS NV 89030-4108

89030 BRDGNPI

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Permit No. 1630

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VAR-62773 & VAR-62774 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784

12526110022
J M N HOLDINGS L L C
6204 NEWKIRK CT
LAS VEGAS NV 89130-1417

Submitted after final agenda

Date 3/8/16 Item 87+88

89130 BRDGNPI

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Las Vegas, Nevada 89101

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VAR-62773 & VAR-62774 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526603002
JACKSON WILLIAM H III & KRISTINA
JACKSON WILLIAM H III & KRISTINA
6330 W TROPICAL PKWY
LAS VEGAS NV 89130-1346

97 BRDGNPI 89130

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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VAR-62773 & VAR-62774 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526512022
YOUNG SHARI L & JEFFREY L
6228 OLD TRADITION ST
LAS VEGAS NV 89130

97 BRDGNPI 89130

7024760102

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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AR-62773 & VAR-62774 [PRJ-62712]
City Council Meeting of March 16, 2016

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Permit No. 1630

12526611087 Case: ZON-62784
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDGNPI 89130

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Mar 11 16 10:36a

Submitted after final agenda

Date 3/14/16 Item 87+88

p.3

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City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62773 & VAR-62774 [PRJ-62712]
City Council Meeting of March 16, 2016

12526611088 Case: ZON-62784
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDGNPI 89130

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2016 MAR 14 A 8:49

Mar 11 16 10:39a

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62784 & VAR-62756 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526611002
BEEMAN DAVID J & LYNDA F TRUST
BEEMAN DAVID J & LYNDA F TRS
6125 THORNDIKE CT
LAS VEGAS NV 89130-1383

97 BRDGNPI 89130

Submitted after final agenda

Date 3/14/16 Item 77+78

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
02 FEB '16
PM 5 L

PRSRT STD
U.S. Postage
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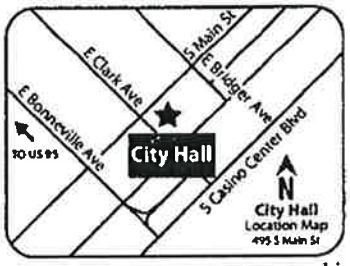
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62773 & VAR-62774 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

RECEIVED
FEB 9 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62773
12526611088
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 LRDGNP1 89130

Submitted after final agenda
Date 2/9/2016 Item 42-43P

LAS VEGAS
NV 890
03 FEB '16
PM 2 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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PAID
Las Vegas, NV
Permit No. 1630

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-62773 & VAR-62774 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

ST LRDGNPI 89130

RECEIVED
FEB 8 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62773
12526110032
GROVER STEPHEN C & MARGARET S
6208 MUIRLANDS CT
LAS VEGAS NV 89130-1418

42-43P

LAS VEGAS
NV 890
02 FEB '16
PM 5 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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PAID
Las Vegas, NV
Permit No. 1630

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62773 & VAR-62774 [PRJ-62712]

Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

RECEIVED

FEB 9 2016

City of Las Vegas
Dept. of Planning

Case: VAR-62773

12526611087
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

42-43P

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62774 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62773 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 10 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. , The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62774 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89113

E-mail Address

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 20 15.

Caroline Dryer

Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62774
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62775 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62774 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 11 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted from the March 16, 2016 City Council Meeting
4. Backup Submitted at the February 9, 2016 Planning Commission Meeting

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62775 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

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City Las Vegas **State** NV **Zip** 89113

E-mail Address

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

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City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

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Property Owner Signature* Thomas L Brooker

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Print Name THOMAS L. BROOKER

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This 24 day of November, 20 15.

Caroline Dryer

Notary Public in and for said County and State

Clark NV

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Notary Public State of Nevada
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My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62775
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

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Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-62775 & VAR-62776 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784

12526611007
OAK FOREST L L C
2304 LOSEE RD
NORTH LAS VEGAS NV 89030-4108

03/06/2016 15:34 7023131712 CRAFT CONSTRUCTION C PAGE 04/06

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Permit No. 1630

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VAR-62775 & VAR-62776 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784

12526110022
J M N HOLDINGS L L C
6204 NEWKIRK CT
LAS VEGAS NV 89130-1417

Submitted after final agenda
Date 3/8/16 Item 89 + 90

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
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VAR-62775 & VAR-62776 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526603002
JACKSON WILLIAM H III & KRISTINA
JACKSON WILLIAM H III & KRISTINA
6330 W TROPICAL PKWY
LAS VEGAS NV 89130-1346

97 BRDGNPI 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2016 MAR -9 A 11:05

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Please use available blank space on card for your comments.
VAR-62775 & VAR-62776 [PRJ-62712]
City Council Meeting of March 16, 2016

Not wanted in my Neighborhood

Case: ZON-62784
12526512022
YOUNG SHARI L & JEFFREY L
6228 OLD TRADITION ST
LAS VEGAS NV 89130

97 BRDGNPI 89130

7024760102

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62775 & VAR-62776 [PRJ-62712]
City Council Meeting of March 16, 2016

12526611087 Case: ZON-62784
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDGNPI 89130

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2016 MAR 14 A 8:50

Mar 11 16 10:43a

Submitted after final agenda

Date 3/14/16 Item 89+90

7024760102

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62775 & VAR-62776 [PRJ-62712]
City Council Meeting of March 16, 2016

12526611088 Case: ZON-62784
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDGNPI 89130

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2016 MAR 14 A 8:49

Mar 11 16 10:41a

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ZON-62784 & VAR-62756 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526611002
BEEMAN DAVID J & LYNDA F TRUST
BEEMAN DAVID J & LYNDA F TRS
6125 THORNDIKE CT
LAS VEGAS NV 89130-1383

97 BRDGNPI 89130

Submitted after final agenda

Date 3/14/16 Item 77+78

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

LAS VEGAS
NV 890
02 FEB '16
PM 2 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-62775 & VAR-62776 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDCNPI 89130

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City of Las Vegas
Dept. of Planning

Case: VAR-62775
12526611087
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

Submitted after final agenda
Date 2/9/16 Item 44-45 P

LAS VEGAS
NV 890
03 FEB '16
PM 4 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Permit No. 1630

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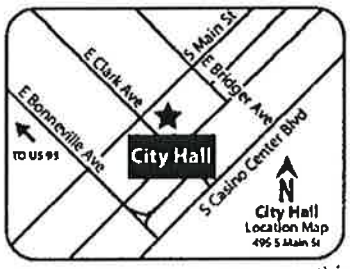
Official Notice of Public Hearing



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VAR-62775 & VAR-62776 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

RECEIVED

FEB 8 2016

City of Las Vegas
Dept. of Planning

Case: VAR-62775
12526110032
GROVER STEPHEN C & MARGARET S
6208 MUIRLANDS CT
LAS VEGAS NV 89130-1418

44-45P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
02 FEB '16
PM 5 L

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VAR-62775 & VAR-62776 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

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FEB 9 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62775
12526611088
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 LRDGNPI 89130

44-45P

City of Las Vegas
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VAR-62775 & VAR-62776 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

RECEIVED
FEB 9 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62775
12526611004
WEEKS JASON D & JESSICA R
6133 THORNDIKE CT
LAS VEGAS NV 89130-1383

97 LRDGNP1 89130

44-45P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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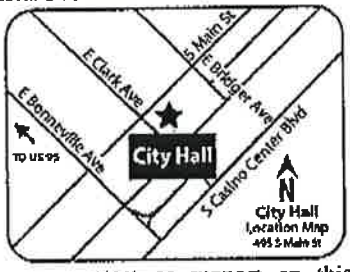

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VAR-62775 & VAR-62776 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

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Dept. of Planning

Case: VAR-62775
12526611014
OAK FOREST L L C
2304 LOSEE RD
NORTH LAS VEGAS NV 89030

ZP LRDCMPI 89030

44-45P

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62776 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62775 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 12 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62776 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89113

E-mail Address

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 20 15.

Caroline Dryer

Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62776
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-62712
12/24/15

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62777 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62776 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 13 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted from the March 16, 2016 City Council Meeting
4. Backup Submitted at the February 9, 2016 Planning Commission Meeting

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62777 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

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E-mail Address

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E-mail Address mejones3@drhorton.com

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E-mail Address aignatowicz@tritoneng.com

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Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

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Caroline Dryer

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CAROLINE DRYER
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My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62777
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

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Office Of The City Clerk
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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62777 & VAR-62778 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784

12526611007
OAK FOREST L L C
2304 LOSEE RD
NORTH LAS VEGAS NV 89030-4108

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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VAR-62777 & VAR-62778 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784

12526110022
J M N HOLDINGS L L C
6204 NEWKIRK CT
LAS VEGAS NV 89130-1417

Date 3/8/16 Item 91+92

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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VAR-62777 & VAR-62778 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526603002
JACKSON WILLIAM H III & KRISTINA
JACKSON WILLIAM H III & KRISTINA
6330 W TROPICAL PKWY
LAS VEGAS NV 89130-1346

97 BRDGNPI 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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VAR-62777 & VAR-62778 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526512022
YOUNG SHARI L & JEFFREY L
6228 OLD TRADITION ST
LAS VEGAS NV 89130

97 BRDGNPI 89130

7024760102

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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AR-62777 & VAR-62778 [PRJ-62712]
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12526611087 Case: ZON-62784
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDGNP1 89130

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Submitted after final agenda

Date 3/14/16 Item 91 & 92

p.2

7024760102

City of Las Vegas
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97 BRDGNPI 89130

Submitted after final agenda

Date 3/14/16 Item 77+78

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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03 FEB '16
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City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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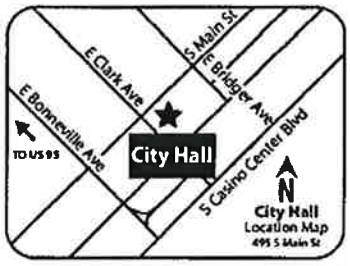

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62777 & VAR-62778 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

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FEB 8 2016

City of Las Vegas
Dept. of Planning

Case: VAR-62777

12526110032
GROVER STEPHEN C & MARGARET S
6208 MUIRLANDS CT
LAS VEGAS NV 89130-1418

Submitted after final agenda

Date 2/8/2016 Item 46-47P

LAS VEGAS
NV 890
02 FEB '16
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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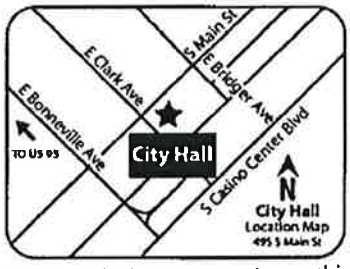

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62777 & VAR-62778 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

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City of Las Vegas
Dept. of Planning

Case: VAR-62777
12526611087
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

46-47P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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NV 890
02 FEB '16
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-62777 & VAR-62778 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

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City of Las Vegas
Dept. of Planning

Case: VAR-62777

12526611088
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 LRDGNPI 89130

46-47P

City of Las Vegas
Department of Planning
Development Services Center
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-62777 & VAR-62778 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

SE LRDCMPI 89109

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City of Las Vegas
Dept. of Planning

Case: VAR-62777

12526611076
NOWAK ARKADIUSZ
3245 MUSTANG ST
LAS VEGAS NV 89108

46-47P

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62778 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62777 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 14 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62778 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89113

E-mail Address

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 20 15.

Caroline Dryer

Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62778
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62779 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62778 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 15 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote0 recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted from the March 16, 2016 City Council Meeting
4. Backup Submitted at the February 9, 2016 Planning Commission Meeting

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62779 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

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E-mail Address

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City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

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Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

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Clark NV

CAROLINE DRYER
Notary Public State of Nevada
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My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62779
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-62779 & VAR-62780 [PRJ-62712]
City Council Meeting of March 16, 2016

27 BRDCHPI 89030

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2016 MAR -8 A 8:53

Case: ZON-62784
12526611007
OAK FOREST L L C
2304 LOSEE RD
NORTH LAS VEGAS NV 89030-4108

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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VAR-62779 & VAR-62780 [PRJ-62712]
City Council Meeting of March 16, 2016

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CITY CLERK
2016 MAR -9 P 1:0

Case: ZON-62784
12526110022
J M N HOLDINGS L L C
6204 NEWKIRK CT
LAS VEGAS NV 89130-1417

Submitted after final agenda
Date 3/8/16 Item 93 + 94

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Please use available blank space on card for your comments.

VAR-62779 & VAR-62780 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526603002
JACKSON WILLIAM H III & KRISTINA
JACKSON WILLIAM H III & KRISTINA
6330 W TROPICAL PKWY
LAS VEGAS NV 89130-1346

97 BRDGNP I 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Please use available blank space on card for your comments.

VAR-62779 & VAR-62780 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526512022
YOUNG SHARI L & JEFFREY L
6228 OLD TRADITION ST
LAS VEGAS NV 89130

97 BRDGNP I 89130

p.2

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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VAR-62779 & VAR-62780 [PRJ-62712]

ity Council Meeting of March 16, 2016

12526611087 Case: ZON-62784
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDGMPI 89130

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CITY CLERK
2016 MAR 11 A 8:50

Mar 11 16 10:45a

Submitted after final agenda

Date 3/14/16 Item 93 & 94

p.1

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Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☒ I OPPOSE this Request

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AR-62779 & VAR-62780 [PRJ-62712]
ty Council Meeting of March 16, 2016

12526611088 Case: ZON-62784
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6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDCNPI 89130

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2016 MAR 14 A 8:50

Mar 11 16 10:45a

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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2015 MAR 14 P 12:06

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☐ I SUPPORT this Request

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ZON-62784 & VAR-62756 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526611002
BEEMAN DAVID J & LYNDA F TRUST
BEEMAN DAVID J & LYNDA F TRS
6125 THORNDIKE CT
LAS VEGAS NV 89130-1383

97 BRDGNPI 89130

Submitted after final agenda

Date 3/14/16 Item 77+78

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Department of Planning
Development Services Center
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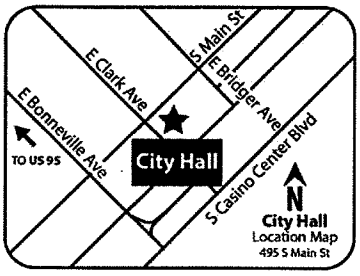

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☒ I OPPOSE this Request

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VAR-62779 & VAR-62780 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

Case: VAR-62779

12526611004
WEEKS JASON D & JESSICA R
6133 THORNDIKE CT
LAS VEGAS NV 89130-1383

97 LRDGNPI 89130

LAS VEGAS
NV 890
02 FEB '16
PM 2 L

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Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

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Dept. of Planning

Case: VAR-62779
12526611087
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

Submitted after final agenda
Date 2/9/2016 Item 48-49P

LAS VEGAS
NV 890
03 FEB '16
PM 2:1

City of Las Vegas
Department of Planning
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City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62779 & VAR-62780 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

Case: VAR-62779
12526110032
GROVER STEPHEN C & MARGARET S
6208 MUIRLANDS CT
LAS VEGAS NV 89130-1418

97 LRDGNPI 89130

4B-49P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
02 FEB '16
PM 2 L

PRSRT STD
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Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62779 & VAR-62780 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

RECEIVED
FEB 9 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62779
12526611088
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 LRDGNPI 89130

48-49 P

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62780 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62779 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 16 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62780 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89113

E-mail Address

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 20 15.

Caroline Dryer

Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62780
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62781 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62780 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 17 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted from the March 16, 2016 City Council Meeting
4. Backup Submitted at the February 9, 2016 Planning Commission Meeting

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62781 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

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E-mail Address

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City Henderson **State** NEVADA **Zip** 89014

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City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

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Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

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Caroline Dryer

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Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62781
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62781 & VAR-62782 [PRJ-62712]
City Council Meeting of March 16, 2016

RECEIVED
CITY CLERK
2016 MAR -8 A 8:52

Case: ZON-62784

12526611007
OAK FOREST L L C
2304 LOSEE RD
NORTH LAS VEGAS NV 89030-4108

97 BRDCHPI 89030

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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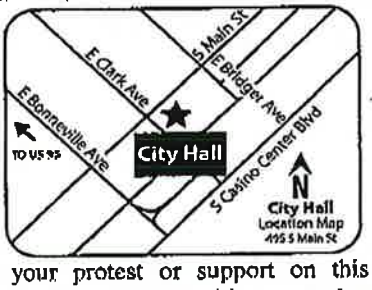

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62781 & VAR-62782 [PRJ-62712]
City Council Meeting of March 16, 2016

RECEIVED
CITY CLERK
2016 MAR -9 P 1:03

Case: ZON-62784

12526110022
J M N HOLDINGS L L C
6204 NEWKIRK CT
LAS VEGAS NV 89130-1417

Submitted after final agenda

Date 3/8/16 Item 95+96

97 BRDCHPI 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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CITY CLERK
2016 MAR -9 A 11:04

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62781 & VAR-62782 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526603002
JACKSON WILLIAM H III & KRISTINA
JACKSON WILLIAM H III & KRISTINA
6330 W TROPICAL PKWY
LAS VEGAS NV 89130-1346

97 BRDGNP1 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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2016 MAR -9 A 11:05

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62781 & VAR-62782 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526512022
YOUNG SHARI L & JEFFREY L
6228 OLD TRADITION ST
LAS VEGAS NV 89130

97 BRDGNP1 89130

p.3

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

7024760102

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Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62781 & VAR-62782 [PRJ-62712]

City Council Meeting of March 16, 2016

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Las Vegas, NV
Permit No. 1630

12526611087 Case: ZON-62784
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 89CGNP1 89130

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CITY CLERK
2016 MAR 11 A 8:49

Mar 11 16 10:31a

Submitted after final agenda

Date 3/14/16 Item 95+96

p.3

7024760102

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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2016 MAR 14 A 8:49

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Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

'ease use available blank space on card for your comments.

AR-62781 & VAR-62782 [PRJ-62712]

ty Council Meeting of March 16, 2016

12526611088 Case: ZON-62784
M G 2 PROPERTIES L L C
6306 BULRING LN
LAS VEGAS NV 89130-1300

97 BRDONPI 89130

Mar 11 16 10:34a

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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2015 MAR 14 P 12:06

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Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62784 & VAR-62756 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526611002
BEEMAN DAVID J & LYNDA F TRUST
BEEMAN DAVID J & LYNDA F TRS
6125 THORNDIKE CT
LAS VEGAS NV 89130-1383

97 BRDGNPI 89130

Submitted after final agenda

Date 3/14/16 Item 77+78

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

LAS VEGAS
NV 890
03 FEB '16
PM 2 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62781 & VAR-62782 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

RECEIVED
FEB 8 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62781
12526110032
GROVER STEPHEN C & MARGARET S
6208 MUIRLANDS CT
LAS VEGAS NV 89130-1418

97 LRDGNFI 89130

Submitted after final agenda
Date 2/8/2016 Item 50-51 P

LAS VEGAS
NV 890
02 FEB '16
PM 5 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-62781 & VAR-62782 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

RECEIVED
FEB 9 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62781
12526611087
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

50-51P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
02 FEB '16
PM 4 L

PRSRT STD
U.S. Postage
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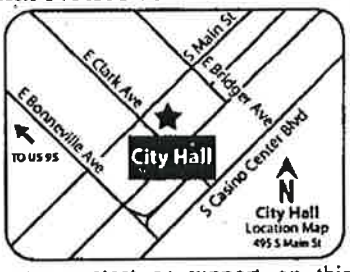
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62781 & VAR-62782 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

RECEIVED
FEB 9 2016
City of Las Vegas
Dept. of Planning

Case: VAR-62781
12526611088
M G 2 PROPERTIES L L C
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LAS VEGAS NV 89130-1300

97 LRDGNPI 89130

50-51P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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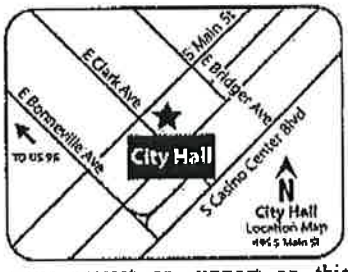
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62781 & VAR-62782 [PRJ-62712]

Planning Commission Meeting of 2/9/2016

97 LPDGMP1 89130

RECEIVED

FEB 8 2016

City of Las Vegas
Dept. of Planning

Case: VAR-62781

125261100 22
J M N HOLDINGS L L C
6204 NEWKIRK CT
LAS VEGAS NV 89130-1417

50-51P

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62782 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62781 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 18 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62782 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89113

E-mail Address

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Thomas L Brooker

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 20 15.

Caroline Dryer

Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62782
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62783 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62782 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 19 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**6**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted from the March 16, 2016 City Council Meeting
4. Backup Submitted at the February 9, 2016 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62783 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

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City Las Vegas **State** NV **Zip** 89113

E-mail Address

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Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

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Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

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Print Name THOMAS L. BROOKER

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This 24 day of November, 20 15.

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Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62783
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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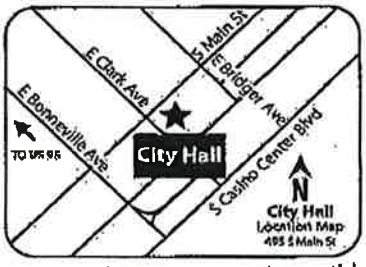
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62783 & VAR-62785 [PRJ-62712]
City Council Meeting of March 16, 2016

RECEIVED
CITY CLERK
2016 MAR -8 A 8:52

Case: ZON-62784

12526611007
OAK FOREST L L C
2304 LOSEE RD
NORTH LAS VEGAS NV 89030-4108

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62783 & VAR-62785 [PRJ-62712]
City Council Meeting of March 16, 2016

RECEIVED
CITY CLERK
2016 MAR -9 P 1:03

Case: ZON-62784

12526110022
J M N HOLDINGS L L C
6204 NEWKIRK CT
LAS VEGAS NV 89130-1417

Submitted after final agenda

Date 3/8/16 Item 97+98

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2016 MAR -9 A 11:04

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62783 & VAR-62785 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526603002
JACKSON WILLIAM H III & KRISTINA
JACKSON WILLIAM H III & KRISTINA
6330 W TROPICAL PKWY
LAS VEGAS NV 89130-1346

97 BRDGNPI 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2016 MAR -9 A

Return Service Requested
Official Notice of Public Hearing

Not wanted in my neighborhood

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62783 & VAR-62785 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526512022
YOUNG SHARI L & JEFFREY L
6228 OLD TRADITION ST
LAS VEGAS NV 89130

97 BRDGNPI 89130

p. 2

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

7024760102

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above. fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-5405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62783 & VAR-62785 [PRJ-62712]
City Council Meeting of March 16, 2016

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PAID
Las Vegas, NV
Permit No. 1630

12526611087 Case: ZON-62784
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDCMP1 89130

RECEIVED
CITY CLERK
2016 MAR 11 A 8:49

Mar 11 16 10:31a

Submitted after final agenda

Date 3/14/16 Item 97+98

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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CITY CLERK
2016 MAR 14 P 12:06

Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62783 & VAR-62785 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784

12526611002
BEEMAN DAVID J & LYNDA F TRUST
BEEMAN DAVID J & LYNDA F TRS
6125 THORNDIKE CT
LAS VEGAS NV 89130-1383

97 BRDGNPI 89130

Submitted after final agenda

Date 3/14/16 Item 92+98

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

LAS VEGAS
NV 890
03 FEB '16
PM 3 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

RECEIVED
FEB 8 2016
City of Las Vegas
Dept. of Planning

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: VAR-62783
12526110032
GROVER STEPHEN C & MARGARET S
6208 MUIRLANDS CT
LAS VEGAS NV 89130-1418

☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62783 & VAR-62785 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

Submitted after final agenda
Date 2/8/2016 Item 52-53 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
02 FEB '16
PM 4 L

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-62783 & VAR-62785 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

RECEIVED

FEB 9 2016

City of Las Vegas
Dept. of Planning

Case: VAR-62783

12526611088
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 LRDGNPI 89130

52-53P

LAS VEGAS
NV 890
02 FEB '16
PM 4 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

RECEIVED
FEB 9 2016
City of Las Vegas
Dept. of Planning

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Case: VAR-62783
12526611087
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-62783 & VAR-62785 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNP I 89130

52-53 P

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-62785 - ABEYANCE ITEM - VARIANCE RELATED TO ZON-62784, VAR-62756 AND VAR-62765 THROUGH VAR-62783 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED AND A 25-FOOT REAR YARD SETBACK WHERE 30 FEET IS REQUIRED ON LOT 20 OF A PROPOSED 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**6**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-62785 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed **Zoning:** existing R-E proposed R-D

Commercial Square Footage **Floor Area Ratio**

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89113

E-mail Address

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

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Print Name THOMAS L. BROOKER

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Caroline Dryer

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Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	VAR-62785
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PRJ-62712
12/24/15

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:

WVR-62786 - ABEYANCE ITEM - WAIVER RELATED TO ZON-62784, VAR-62756, VAR-62765 THROUGH VAR-62783 AND VAR-62785 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Waiver TO ALLOW A 177-FOOT EXTERNAL INTERSECTION OFFSET WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted from the March 16, 2016 City Council Meeting
4. Back up Submitted at the February 9, 2016 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: WVR-62786 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Waiver

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed ____ **Zoning:** existing R-E proposed R-D

Commercial Square Footage ____ **Floor Area Ratio** ____

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** ____ **Fax:** ____

City Las Vegas **State** NV **Zip** 89113

E-mail Address ____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:** ____

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible fo inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchase (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Thomas L Brooker

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 20 15.

Caroline Dryer

Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	WVR-62786
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-62712
12/24/15

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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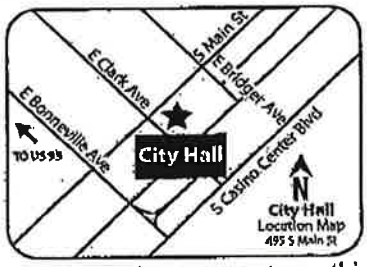
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
WVR-62786 & TMP-62787 [PRJ-62712]
City Council Meeting of March 16, 2016

RECEIVED
CITY CLERK
2016 MAR -8 A 8:52

Case: ZON-62784
12526611007
OAK FOREST L L C
2304 LOSEE RD
NORTH LAS VEGAS NV 89030-4108

27 BRDGNFI 89030

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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WVR-62786 & TMP-62787 [PRJ-62712]
City Council Meeting of March 16, 2016

RECEIVED
CITY CLERK
2016 MAR -9 P 1:03

Case: ZON-62784
12526110022
J M N HOLDINGS L L C
6204 NEWKIRK CT
LAS VEGAS NV 89130-1417

Submitted after final agenda
Date 3/8/16 Item 99 & 100

97 BRDGNFI 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2016 MAR -9 A 11:03

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
WVR-62786 & TMP-62787 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526603002
JACKSON WILLIAM H III & KRISTINA
JACKSON WILLIAM H III & KRISTINA
6330 W TROPICAL PKWY
LAS VEGAS NV 89130-1346

97 BRDGNPI 89130

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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RECEIVED
CITY CLERK
2016 MAR -9 A 11:05

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I do not want it in my Neighborhood

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
WVR-62786 & TMP-62787 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526512022
YOUNG SHARI L & JEFFREY L
6228 OLD TRADITION ST
LAS VEGAS NV 89130

97 BRDGNPI 89130

p.3

7024760102

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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Official Notice of Public Hearing

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-62786 & TMP-62787 [PRJ-62712]
City Council Meeting of March 16, 2016

12526611087 Case: ZON-62784
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

89130 NV-07

RECEIVED
CITY CLERK
2016 MAR 14 A 8:50

Mar 11 16 10:41a

Submitted after final agenda

Date 3/14/16 Item 99 & 100

Mar 11 16 10:29a

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 163

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-62786 & TMP-62787 [PRJ-62712]
City Council Meeting of March 16, 2016

RECEIVED
CITY CLERK
2016 MAR 11 A 11:41

12526611088 Case: ZON-62784
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 BRDGNPI 89130

7024760102

p.2

Submitted after final agenda

Date Item

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2016 MAR 14 P 12:06

Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-62786 & TMP-62787 [PRJ-62712]
City Council Meeting of March 16, 2016

Case: ZON-62784
12526611002
BEEMAN DAVID J & LYNDA F TRUST
BEEMAN DAVID J & LYNDA F TRS
6125 THORNDIKE CT
LAS VEGAS NV 89130-1383

97 BRDGNPI 89130

Submitted after final agenda

Date 3/14/16 Item 99+100

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
12 FEB '16
PM 2

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U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

I oppose this plan as it does not meet the requirements of the surrounding community.

MG2 Properties

Return Service Requested
Official Notice of Public Hearing

RECEIVED
FEB 9 2016
City of Las Vegas
Dept. of Planning

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-62786 & TMP-62787 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

Case: WVR-62786

12526611088
M G 2 PROPERTIES L L C
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 LRDGNPI 89130

Submitted after final agenda

Date 2/9/2016 Item 54-SSP

LAS VEGAS
NV 890
12 FEB 16
PM 2 L

I oppose this plan as it does not meet the requirements of the surrounding community.

Kelly Grondahl

RECEIVED

FEB 9 2016

City of Las Vegas
Dept. of Planning

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-62786 & TMP-62787 [PRJ-62712]

Planning Commission Meeting of 2/9/2016

Case: WVR-62786

12526611087
GRONDAHL KELLY D & KRISTI M
6306 BULLRING LN
LAS VEGAS NV 89130-1300

97 LRDGNPI 89130

54-55P

LAS VEGAS
NV 890
03 FEB '16
PM 2 L

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

RECEIVED
FEB 8 2016
City of Las Vegas
Dept. of Planning

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Case: WVR-62786
12526110032
GROVER STEPHEN C & MARGARET S
6208 MUIRLANDS CT
LAS VEGAS NV 89130-1418

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-62786 & TMP-62787 [PRJ-62712]
Planning Commission Meeting of 2/9/2016

97 LRDGNPI 89130

54-55 P

f Las Vegas
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opment Services Center
orth Rancho Drive, 3rd Floor
egas, Nevada 89106

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Las Vegas, NV
Permit No. 1630

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Official Notice of Public Hearing

RECEIVED

FEB 8 2016

City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

use available blank space on card for your comments.

Case: WVR-62786

12526611005
BEENE KENNETH
LOWE-BEENE MICHEYLLE
6132 THORNDIKE CT
LAS VEGAS NV 89130

-62786 & TMP-62787 [PRJ-62712]
ng Commission Meeting of 2/9/2016

02-08-'16 09:57 FROM- HOUSE ARREST

54-55P

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
TMP-62787 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO ZON-62784, VAR-62756, VAR-62765 THROUGH VAR-62783, VAR-62785 AND WVR-62786 - AZURE & TORREY PINES NORTH - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: AZURE & TORREY PINES 24, LLC - For possible action on a request for a Tentative Map FOR A 20-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.08 acres at the southwest corner of Azure Drive and Torrey Pines Drive (APNs 125-26-203-002 through 004), R-E (Residence Estates) Zone, [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Ross) [PRJ-62712]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: TMP-62787 APN: 125-26-203-002, 003 & 004

Name of Property Owner: AZURE & TORREY PINES 24 LLC

Name of Applicant: DR Horton

Name of Representative: Triton Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Thomas L Brooker

Print Name: THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 2015

Caroline Dryer

Notary Public in and for said County and State

clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map

Project Address (Location) W. Azure Drive & Torrey Pines Drive

Project Name Azure Torrey Pines **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-26-203-002, 003 & 004 **Ward #** 6

General Plan: existing O proposed ____ **Zoning:** existing R-E proposed R-D

Commercial Square Footage ____ **Floor Area Ratio** ____

Gross Acres 5.91 **Lots/Units** 20 **Density** 3.38

Additional Information To develop a 20 lot residential development

PROPERTY OWNER Azure & Torrey Pines 24, LLC **Contact** Thomas L. Brooker

Address 8485 W. Sunset Road #204 **Phone:** ____ **Fax:** ____

City Las Vegas **State** NV **Zip** 89113

E-mail Address ____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Dr. Ste#141 **Phone:** (702) 635-3600 **Fax:** ____

City Henderson **State** NEVADA **Zip** 89014

E-mail Address mejones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** AIMEE English

Address 6757 W. CHARLESTON STE. B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NEVADA **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible fo inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchase (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Thomas L Brooker

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name THOMAS L. BROOKER

Subscribed and sworn before me

This 24 day of November, 20 15.

Caroline Dryer

Notary Public in and for said County and State

Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

FOR DEPARTMENT USE ONLY

Case #	TMP-62787
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials and fees are reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-62712
12/24/15

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

AZURE AND TORREY PINES NORTH
TENTATIVE MAP
A RESIDENTIAL SUBDIVISION

LEGAL DESCRIPTION

125-26-203-002:
THAT PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

LOT TWO (2) AS SHOWN BY MAP THEREOF IN FILE 28 OF PARCEL MAPS, PAGE 2 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

125-26-203-003 & 004:
THE NORTH HALF (N1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M. & M.

EXCEPT THE NORTH 30.02 FEET, THE EAST 40.03 FEET AND THAT CERTAIN SPANDREL AREA IN THE NORTHEAST CORNER, AS GRANTED TO THE CITY OF LAS VEGAS, FOR ROADS, UTILITIES, AND OTHER PUBLIC PURPOSES, AS DEDICATED IN THAT CERTAIN PARCEL MAP RECORDED JUNE 8, 1979 IN BOOK 1068 AS INSTRUMENT NO. 1027238 OF OFFICIAL RECORDS, IN FILE 28 OF PARCEL MAPS, PAGE 48, CLARK COUNTY, NEVADA.

LAND USE TABULATION

LAND USE DESIGNATION	
EXISTING CLV ZONING	R-E
PROPOSED CLV ZONING	R-D
MINIMUM LOT SIZE (SF)	10,000 SF

SITE SUMMARY	
TOTAL UNITS	20 UNITS
ACREAGE (NET)	6.06 ACRES
DENSITY	3.29 UNITS/ACRE
OPEN SPACE REQUIRED:	NONE
OPEN SPACE PROVIDED:	
COMMON LOT A	8,625 SF
COMMON LOT B	669 SF
TOTAL (3.51% OF NET ACREAGE)	9,294 SF

PARKING ANALYSIS

TOTAL LOTS: 20

REQUIRED SPACES: 44
(2 PER HOUSE PLUS 1 ADDITIONAL FOR EVERY 5 HOUSES)

PROVIDED SPACES: 60
(3 SPACES PER LOT: 2-CAR GARAGE AND 20' DRIVEWAY)

EST. SEWAGE CONTRIBUTION

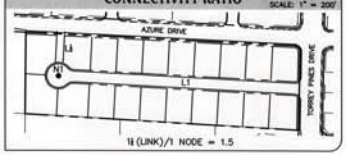
AVERAGE FLOW = 0.005 MILLION GALLONS PER DAY
PEAK FLOW = 0.0175 MILLION GALLONS PER DAY
WET PEAK FLOW = 0.0219 MILLION GALLONS PER DAY

PROPOSED STREET NAMES

INSERTNAMEHERE COURT
ALTERNATENAME COURT

CONNECTIVITY RATIO

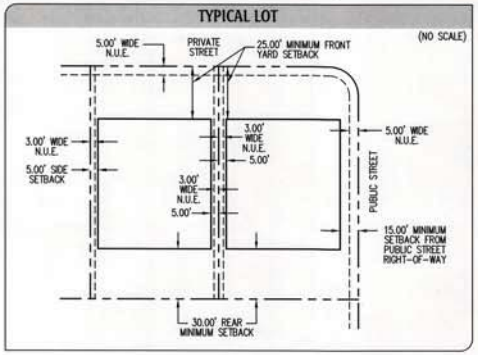
SCALE: 1" = 200'



1.8 (LINK)/1 NODE = 1.5

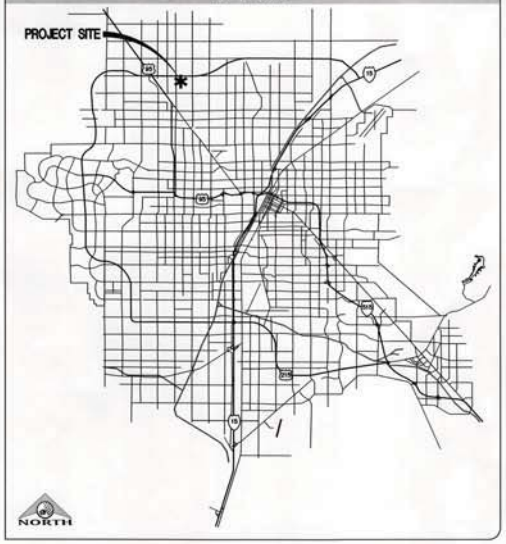
TYPICAL LOT

(NO SCALE)



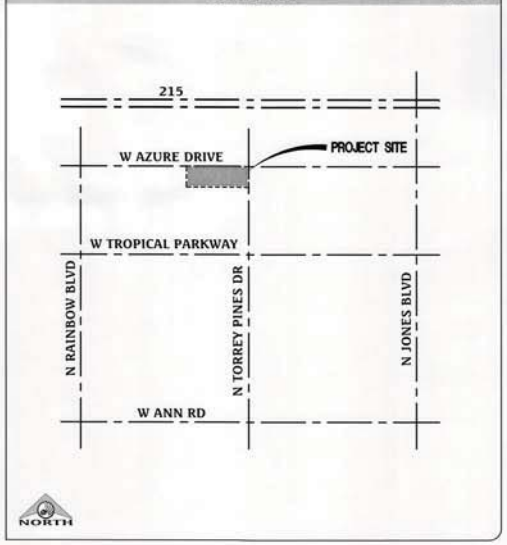
AREA MAP

SCALE: NONE



VICINITY MAP

SCALE: NONE



GENERAL LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- RIGHT-OF-WAY
- BOUNDARY LINE
- STREET CENTERLINE
- EDGE OF PAVEMENT
- EXISTING CURB, GUTTER, & SIDEWALK
- PROPOSED CURB, GUTTER, & SIDEWALK
- PROPOSED WATER
- EXISTING WATER
- PROPOSED SEWER WITH FLOW DIRECTION
- EXISTING SEWER
- FIRE HYDRANT
- RETAINING WALL
- PROPOSED AC PAVING
- SAWCUT LINE
- EXISTING FENCE
- EXISTING GAS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN
- PROPOSED SEWER LATERAL
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- PROPOSED FIRE HYDRANT
- 23 LOT NUMBER
- PROPOSED 250W STREETLIGHT
- EXISTING STREETLIGHT

ASSESSOR'S PARCEL NUMBER

125-26-203-002
125-26-203-003
125-26-203-004

OWNER

AZURE & TORREY PINES 24 L L C
8485 W. SUNSET RD #204
LAS VEGAS, NEVADA 89113
PHONE: (702) 384-7717

DEVELOPER

DR HORTON
1081 WHITNEY RANCH DRIVE, SUITE #141
HENDERSON, NEVADA 89014
PHONE: (702) 635-3600

ENGINEER

TRITON ENGINEERING
6757 WEST CHARLESTON BOULEVARD, SUITE B
LAS VEGAS, NV 89146
OFFICE: (702) 254-1480
FAX: (702) 254-3062

SURVEYOR

TRI-CORE SURVEYING
6755 W. CHARLESTON BLVD STE A
LAS VEGAS, NV 89146
OFFICE: (702) 524-4085

NOTES

1. ALL EXTERIOR STREETS ARE PUBLIC. ALL INTERIOR STREETS ARE PRIVATE WITH SIDEWALK ON BOTH SIDES OF THE STREET.
2. UTILITY SERVICES TO BE PROVIDED BY:
   CITY OF LAS VEGAS SEWER
   LAS VEGAS VALLEY WATER DISTRICT
   CENTURYLINK TELEPHONE
   REPUBLIC SERVICES
   SOUTHWEST GAS COMPANY
   NV ENERGY
3. A HOME OWNERS ASSOCIATION WILL BE ESTABLISHED, (AND WILL MAINTAIN LANDSCAPING AND PRIVATE STREETS), THEREFORE, CC&R'S WILL BE REQUIRED.
4. THERE ARE NO OBSERVABLE FAULTS OR FISSURES LOCATED ON THIS SITE.
5. AS PROPOSED, DEVELOPMENT IS CONSIDERED FEASIBLE FROM A GEOTECHNICAL STANDPOINT.
6. GROUNDWATER WAS NOT OBSERVED DURING EXCAVATIONS AND IS NOT SHOWN ON MAPS OF KNOWN GROUNDWATER ELEVATIONS IN THE AREA TO BE WITHIN 20 FEET OF THE KNOWN GROUND ELEVATION.
7. THIS SITE IS LOCATED IN ZONE X PER FEMA MAP #32003C1765F. ZONE X IS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOODPLAIN.
8. SOILS REPORT PREPARED BY:
   NAME
   PROJECT No.
   DATED:
9. WATER AND SEWER EXIST ADJACENT TO THE SITE.

BASIS OF BEARING

SOUTH 87°14'59" EAST, BEING THE BEARING OF THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 180, PAGE 28 OF SURVEYS.

BENCHMARK

CITY OF LAS VEGAS BENCHMARK STATION: CLV90 2696

RIVET & PLATE IN TOP OF CURB @ NW CORNER OF TORREY PINES & AZURE

ELEVATION = 706.598 METERS (NAVD'88 2008 ADJ)
ELEVATION = 2318.23 U.S. FEET (NAVD'88 2008 ADJ)

DEVEATIONS NOTE

1. CENTERLINE OFFSET 177' WHERE 220' IS REQUIRED.
2. TO ALLOW A 874-FOOT RESIDENTIAL BLOCK LENGTH WHERE THE MAXIMUM ALLOWED IS 660 FEET.

INDEX OF DRAWINGS

SHEET NUMBER	DESCRIPTION
1	COVER SHEET
2	TENTATIVE MAP
3	SECTIONS AND DETAILS

FOR

DR HORTON

1081 WHITNEY RANCH DRIVE, SUITE #141
HENDERSON, NV 89014
PHONE: (702) 635-3600

BY

Triton Engineering
6757 W. Charleston Boulevard
Suite B
Las Vegas, Nevada 89146
Office: (702) 254-1480
Fax: (702) 254-3062
www.tritoneng.com

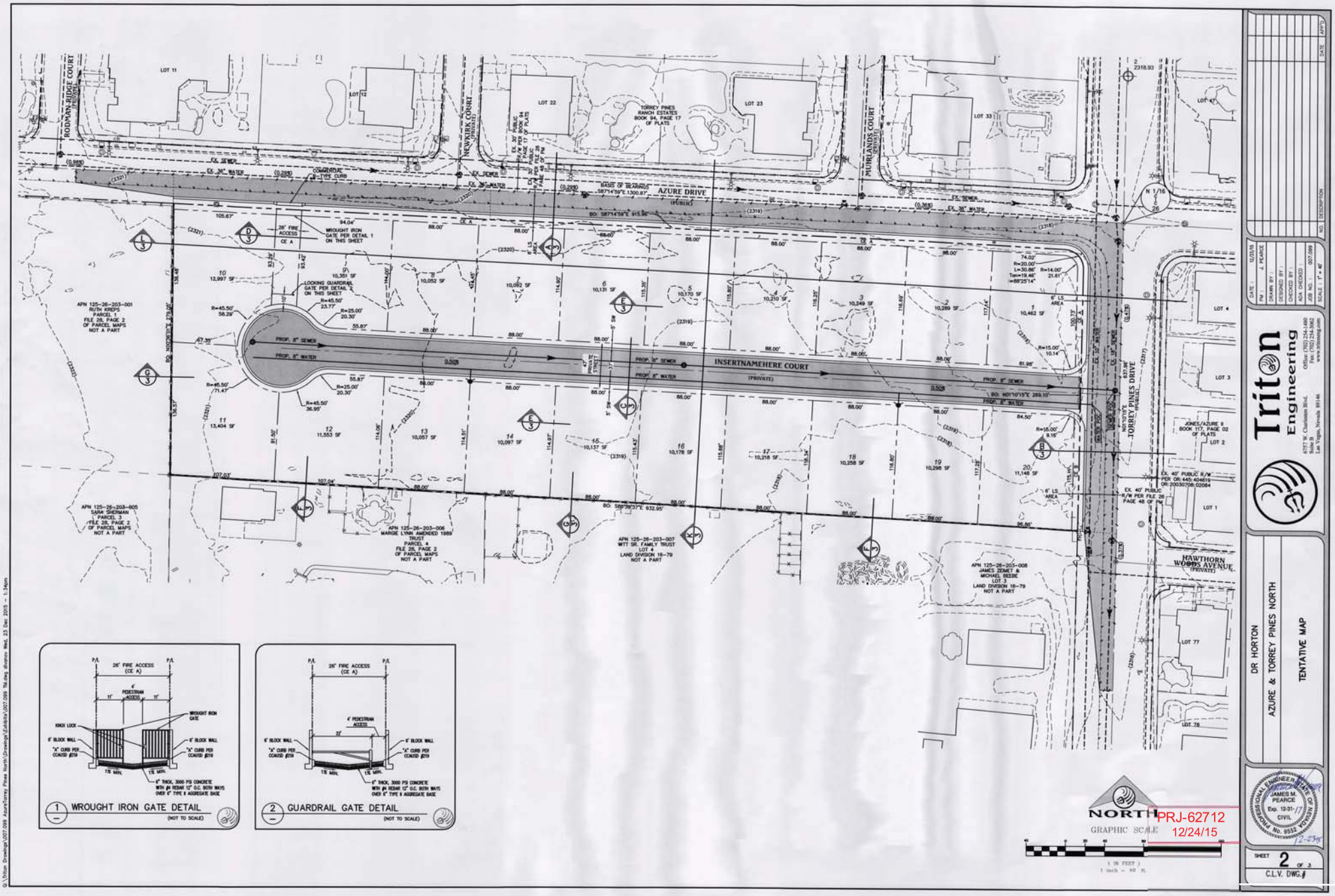
DR HORTON
AZURE & TORREY PINES NORTH
COVER SHEET

JAMES M. PEARCE
Exp. 12-31-/7
CIVIL
No. 9552
STATE OF NEVADA
12-23-15

TMP-62712
12/24/15

SHEET 1 OF 3
C.L.V. DWG.#

TMP-62787



DR HORTON

AZURE & TORREY PINES NORTH

TENTATIVE MAP

Tritton Engineering

6757 W. Charleston Blvd. Suite B Las Vegas, Nevada 89146

Office: (702) 254-1480 Fax: (702) 254-1488 www.tritoneng.com

DATE: 12/23/15 | PM: J. PEARCE | DRAWN BY: | DESIGNED BY: | CHECKED BY: | ADA CHECKED: | JOB NO.: 007.099 | SCALE: 1" = 40'

NO. DESCRIPTION DATE APP'D

JAMES M. PEARCE Exp. 12-31-17 CIVIL No. 9552 STATE OF NEVADA PROFESSIONAL ENGINEER

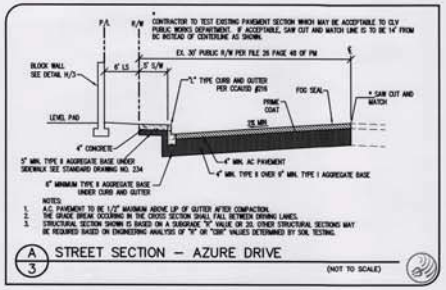
12-23-15

SHEET 2 OF 3

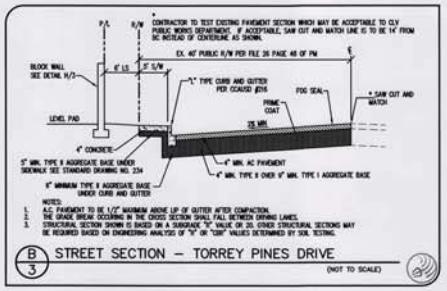
C.L.V. DWG.#

PRJ-62712
12/24/15

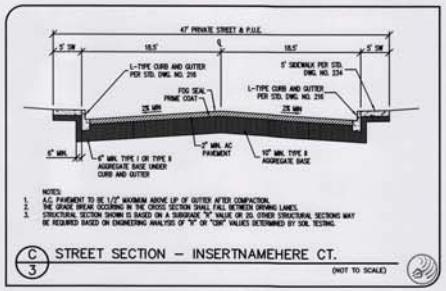
TMP-62787



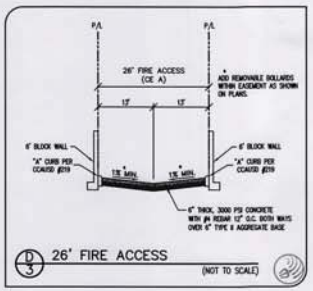
A/3 STREET SECTION – AZURE DRIVE (NOT TO SCALE)



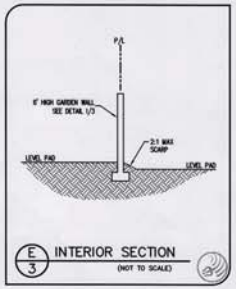
B/3 STREET SECTION – TORREY PINES DRIVE (NOT TO SCALE)



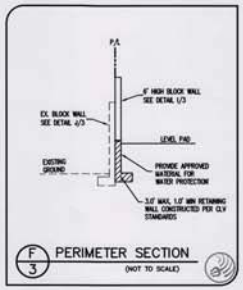
C/3 STREET SECTION – INSERTNAMEHERE CT. (NOT TO SCALE)



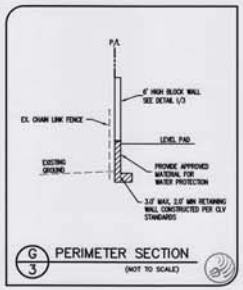
D/3 26' FIRE ACCESS (NOT TO SCALE)



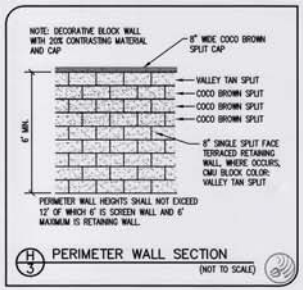
E/3 INTERIOR SECTION (NOT TO SCALE)



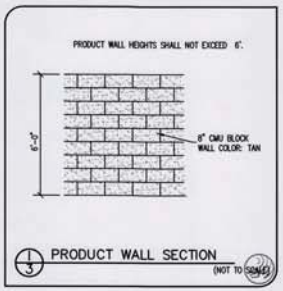
F/3 PERIMETER SECTION (NOT TO SCALE)



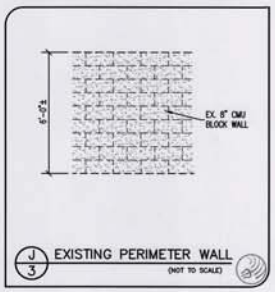
G/3 PERIMETER SECTION (NOT TO SCALE)



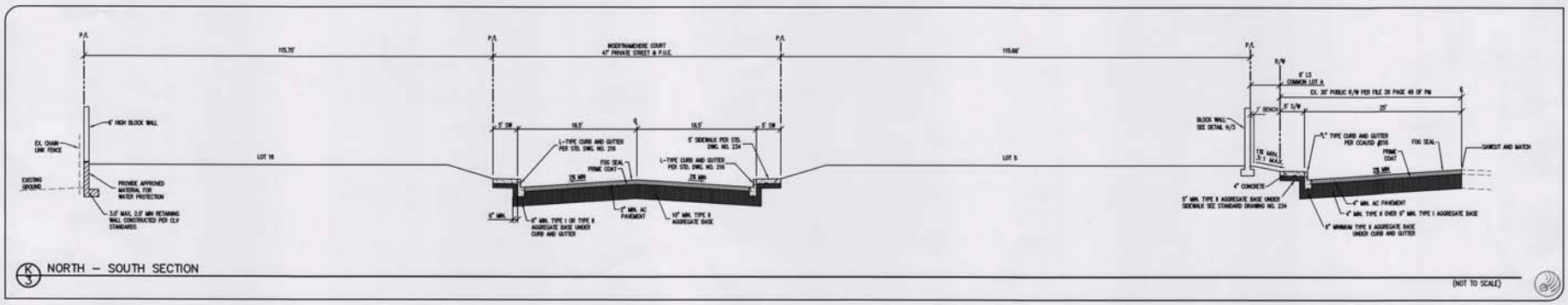
H/3 PERIMETER WALL SECTION (NOT TO SCALE)



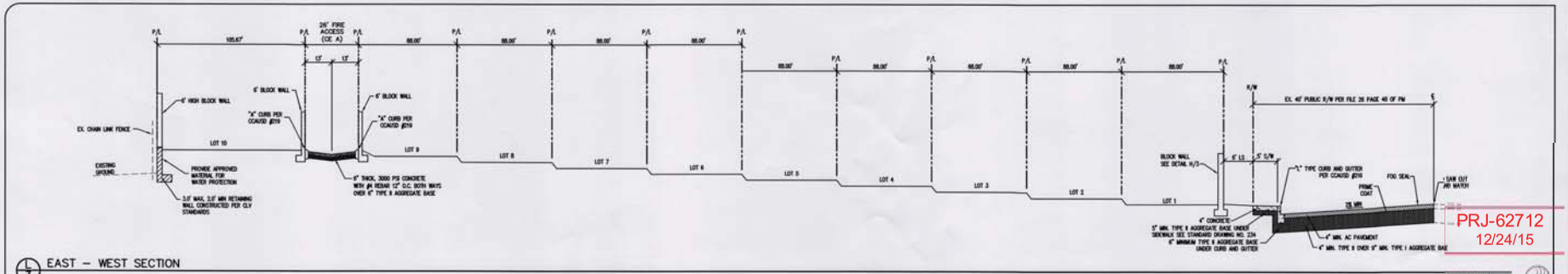
I/3 PRODUCT WALL SECTION (NOT TO SCALE)



J/3 EXISTING PERIMETER WALL (NOT TO SCALE)



K/3 NORTH – SOUTH SECTION (NOT TO SCALE)



L/3 EAST – WEST SECTION (NOT TO SCALE)

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DR HORTON
AZURE & TORREY PINES NORTH
SECTIONS AND DETAILS

Triton Engineering
6757 W. Charleston Blvd. Suite B
Las Vegas, Nevada 89146
Office: (702) 254-1480
Fax: (702) 254-3062
www.tritonlv.com

PROFESSIONAL ENGINEER
JAMES M. PEARCE
Exp. 12-31-17
CIVIL
No. 9552
STATE OF NEVADA
12-23-15

SHEET 3 OF 3
C.L.V. DWG.#

TMP-62787

DEPARTMENT OF PLANNING

TENTATIVE MAP CHECKLIST

A. TENTATIVE MAP CONTENTS

- [x] The name of the proposed subdivision. (If applicable, this shall include proper designation as a condominium, townhouse, residential planned development or commercial subdivision.)
- [x] Names, addresses and phone numbers of owners(s), subdivider and surveyor or engineer.
- [x] Date, north arrow and scale.
- [x] A location map giving sufficient legal description to describe tract boundaries and relationships to surrounding areas and existing public streets.
- [x] Existing topography (obtained by actual survey at one (1) foot contours [based on City datum] on-site and within one hundred fifty (150) feet of the proposed subdivision [except for existing subdivisions within one hundred fifty (150) feet). The Department of Public Works may require larger contour intervals for large tracts.
- [x] Existing structures and other physical features. *If none exist, indicate this on the map.*
- [x] Existing and proposed lot lines and dimensions. Each proposed lot shall be numbered in sequence and each block shall be numbered or lettered. Letters may be used to identify common lots.
- [x] Existing and proposed street right-of-way widths, grades (with the direction of drainage indicated) and corner radii. *If non exist, indicated this on the map.*
- [ ] Existing and proposed street names. (A separate alphabetical listing must be submitted in addition to the names being shown on the map.)
- [x] Existing and proposed utility rights-of-way and easement widths. *If none exist, indicate this on the map.*
- [N/A] Existing and proposed irrigation or drainage channel rights-of-way and easement widths. *If none exist, indicate this on the map.*
- [x] Existing and proposed storm drains. *If none exist, indicate this on the map.*
- [x] Existing and proposed sanitary sewer systems showing direction of flow and grade, and estimated average and peak daily sewage flows to be contributed by proposed subdivision. *If none exist, indicate this on the map.*
- [x] Existing and proposed potable water mains and a subdivision to be supplied by wells, the location, pressure and capacity of such wells shall be authorized under a State certificate, and the potential population capable of being served by such wells. *If none exist, indicate this on the map.*
- [N/A] Proposed reservations or dedications for parks, schools, or other public or quasi-public uses. *If none exist, indicate this on the map.*
- [x] Existing street names, rights-of-way and pavement widths for streets within one hundred fifty (150) feet of the proposed subdivision. *If none exist, indicate this on the map.*

B. SUPPLEMENTAL INFORMATION

The following supplemental information may be required by the Department of Public Works or the Planning and Development Department. When required, it shall be submitted on separate drawings.

- [N/A] A traffic impact analysis, single subdivision access report, or master driveway and on-site circulation plan, prepared in accordance with City standards or as directed by the City Traffic Engineer.
- [N/A] Any proposed deviations from City standards.
- [N/A] Whenever perimeter block walls are proposed which; 1) face a public street or that adjoin property not in common ownership; 2) are within a single plane, not separated by landscaping; and 3) exceed the maximum acceptable wall heights indicated in Table "A" contained in Chapter 18.08 of LVMC, the applicant shall submit three copies of a plan showing all proposed perimeter grades which indicate such walls. This plan may be superimposed on the tentative map, but must be legible. The plan shall include cross sections of all perimeter walls which exceed the height limitations indicated in Table "A".

REVIEWED BY: _____ DATE: 12/22/15

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Public Works Tentative Map (TMP) pre-application evaluation

Based on what was presented at the pre-application meeting, Public Works expects to recommend to the Planning Commission that the applicant complete the items marked below. These items **do not** have to be completed prior to public hearing. This evaluation sheet **does not** constitute a complete review of this application, it is only a very preliminary review; as such, no statement of staff support shall be construed from this evaluation form. Staff support cannot be determined until a full review of the final, complete application has been performed.

(Y/-)	Intersection: Torrey Pines/Azure APN# 125-26-203-002, -003, -004 PREAPP2015 - 004678
	Wastewater Collection Systems Planning
Y	Connection to Public sewer (14.04.110) -On the civil improvement plans, at the MH in Torrey Pines match crown elevations of 8" & 18" SS. This manhole shall be 72" diameter and corrosion protection per DCSWCS 3.16.8.B. and dual lids per DCSWCS SD-2. All other MHs can be 48" diameter with single lids.
Y	Provide sewer easements on private property (19.02.080.A) -"Insertnamehere Ct" shall be a PUBLIC SEWER EASEMENT
	Flood Control
	Engineer will need to meet with the Flood Control section regarding grading of this site
	Submit an update to an approved drainage study on file with the Flood Control Section
Y	Submit a drainage study (20.80.440)
	Concurrence of the drainage study with the following outside agencies:
	Clark County Public Works
	North Las Vegas
	Clark County Regional Flood Control District (CCRFD)
	Nevada Department of Transportation (NDOT)
	In a 100-year flood zone and will be required to submit to Federal Emergency Management Agency (FEMA)
	Army Corp of Engineers submittal
	Traffic Engineering
Y	Show Site Visibility Restriction Zones (SVRZs) (19.02.190)
-	Engineer will need to meet with the Traffic Engineering Section regarding driveways and onsite circulation
-	Existing "pan" style driveway(s) to remain
-	Upgrade the existing driveway to a radius style driveway
-	Possible construction of bus turnout, medians, right/left turn lanes
-	Traffic Study Required
	Coordination required with the following outside agencies:
-	Clark County Public Works
-	North Las Vegas
-	Nevada Department of Transportation (NDOT)
	Land Development
Y	Civil plan submittal required
Y	Construction and bonding of off-site improvements
?	Encroachment agreement (Only if they are proposing private improvements/landscaping within the ROW)
-	Approval of deviations
Y	Geotechnical report required for roadway sections
	Right-of-Way
y	Require Dedication of rights-of-way or granting of easements (19.02.130.A.1) GRANT ANY NECESSARY SEWER /DRAIANGE EASEMENTS. MW
	Survey

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Y	Mapping may be required
	Show correct boundary May need full boundary of the site
-	City Engineers
	Coordination with the City Engineer's office will be required.
	Additional comments: Intersection offset waiver required.

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12/24/15

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DEPARTMENT OF PLANNING

DATE:

City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: **PROJECT NAME** Azure & Torrey Pines
Tentative Map Election to Follow Alternative Procedure and Consent to Extension of Time Limit

To whom it may concern:

DR Horton (Subdivider) hereby elects to follow the alternative procedure for tentative map processing set forth in LVMC 19.16.050(C)(4). In so doing, Subdivider acknowledges that this election and the City's acceptance of a tentative map application as complete shall be deemed to constitute the mutual consent of the City and Subdivider to extend the time limits set forth in NRS 278.350 for the City to act and report on a tentative map. Subdivider also acknowledges that final action on the map may not occur until final action has been taken on any related zoning application, site development plan review, or both. Subdivider has elected the alternative procedure to facilitate the ability of the tentative map to be heard concurrently with any and all associated land use entitlements.

If any question or concerns arise from this request please contact Mark Jones at (702)-672-1939. Thank you.

Sincerely,

Thomas L Brooker
(Signature)

THOMAS L. BROOKER
(Print)

Subscribed and sworn before me

This 24 day of November, 2015.

Caroline Dryer
Notary Public in and for said County and State
Clark NV

CAROLINE DRYER
Notary Public State of Nevada
No. 10-2310-1
My Appt. Exp. June 5, 2019

PRJ-62712
12/24/15

TMP-62787

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

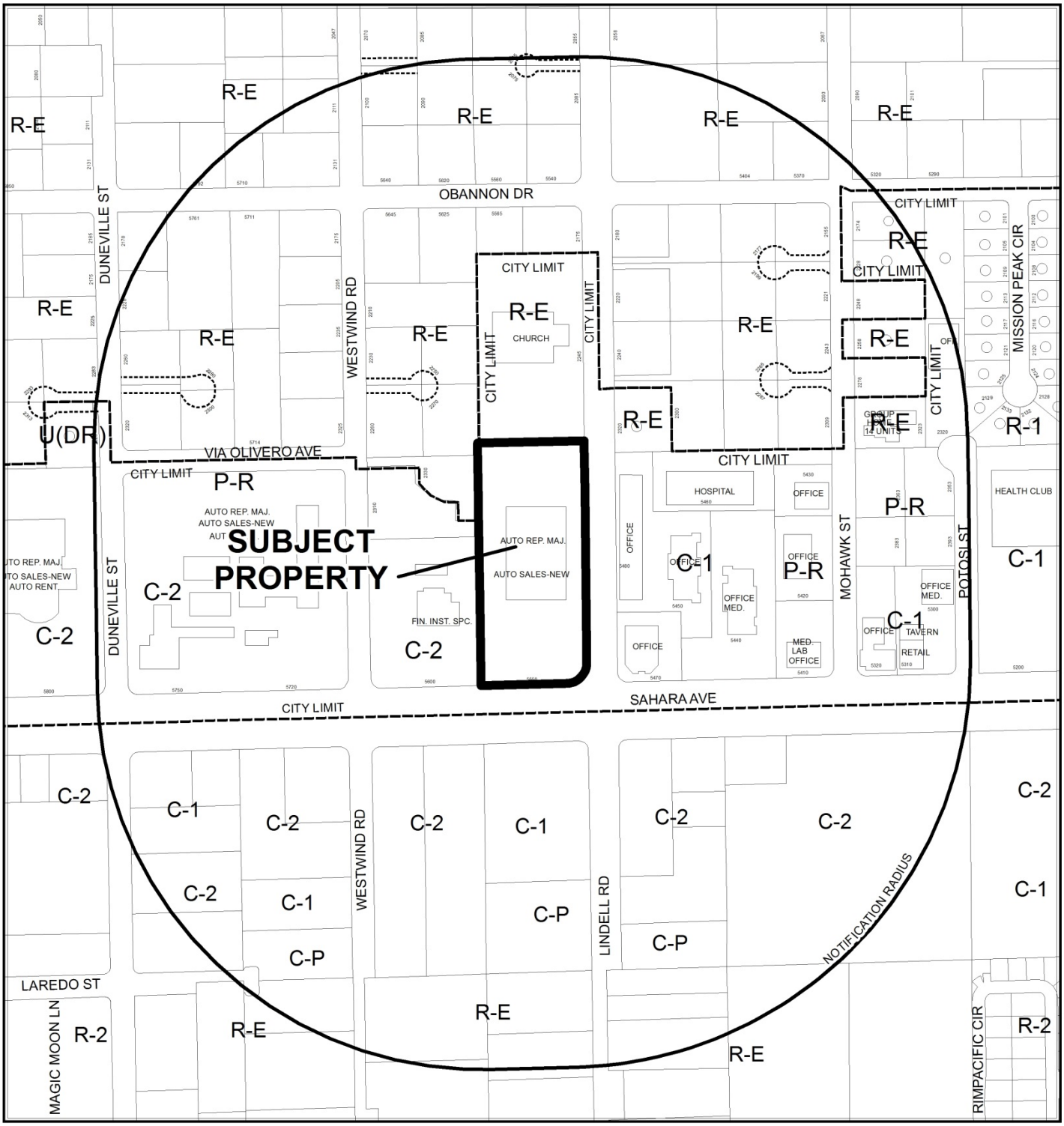
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-62647 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: CAROLYNN TOWBIN - OWNER: CARDAN LINDELL NORTH, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 10,304 SQUARE-FOOT COMMERCIAL BUILDING WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED on 4.01 acres located at 5550 West Sahara Avenue (APN 163-01-404-022), C-2 (General Commercial) Zone, Ward 1 (Tarkanian) [PRJ-62636]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Protest Postcard
7. Backup Submitted from the March 16, 2016 City Council Meeting
8. Backup Submitted at the February 9, 2016 Planning Commission Meeting



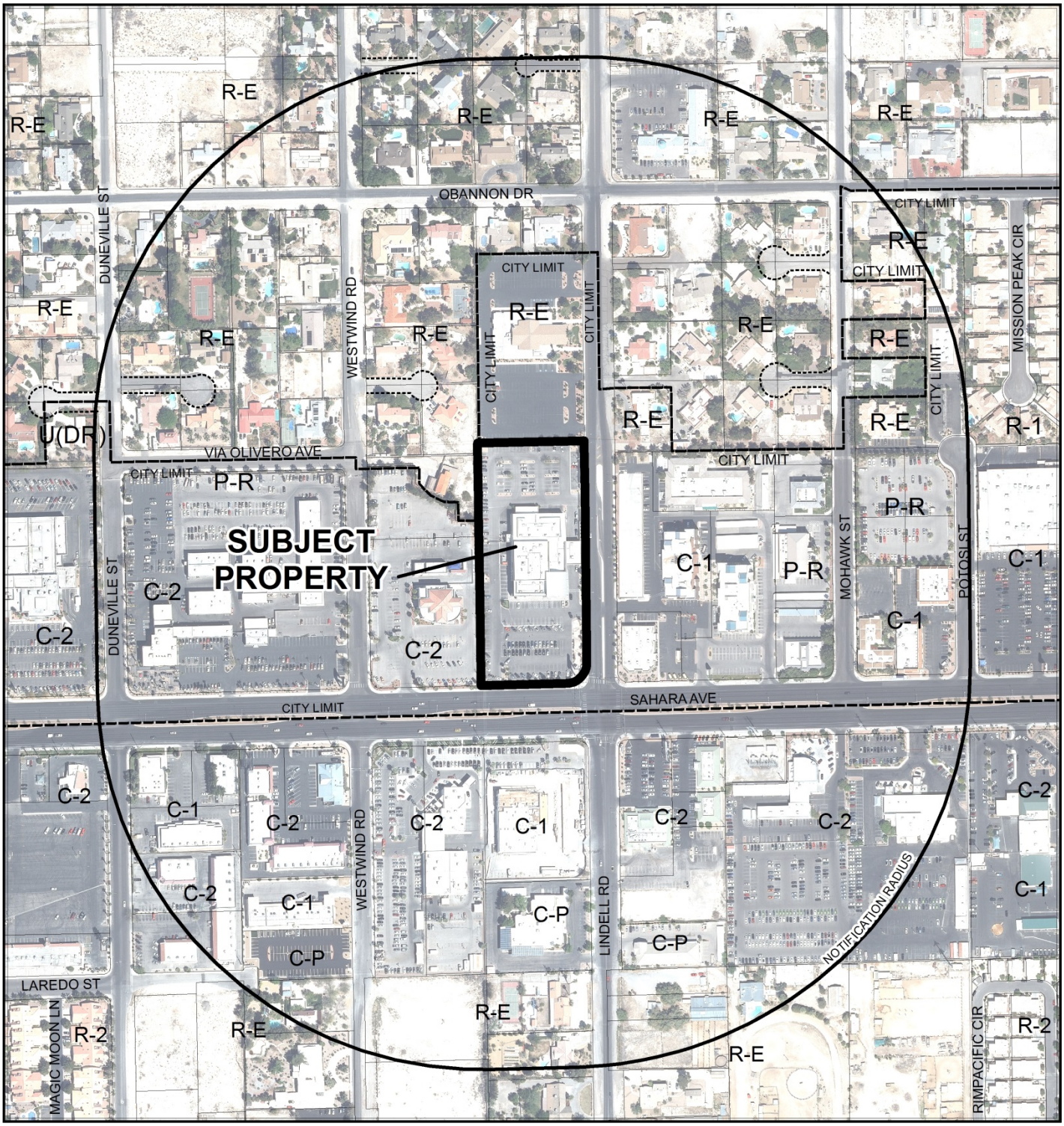
CASE: **SDR-62647 (PRJ-62636)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N



CASE: **SDR-62647 (PRJ-62636)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 16, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CAROLYNN TOWBIN - OWNER: CARDAN LINDELL NORTH, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-62647	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SDR-62647 CONDITIONS

Planning

1. Approval of and conformance to Site Development Plan Review (SDR-4551) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan and elevations date stamped January 26, 2016 [01/26/16], except as amended by conditions herein.

4. One (1) additional handicap parking stall shall be installed for a total of five (5) handicap parking stalls pursuant to Title 19.18.030(D)(3) for Handicapped Parking Calculations.

5. In accordance with Site Development Plan Review (SDR-4551) approved on August 4, 2004, any and all missing landscaping shall be restored with 30 days of approval of this request.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. Correct all Americans with Disabilities Act (ADA) deficiencies on the sidewalks adjacent to this site, if any, in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site.

11. The driveway accessing this site from Sahara Avenue shall be upgraded to current Nevada Department of Transportation standards concurrent with development of this site.

12. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

13. Landscape and maintain all unimproved rights-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

14. Obtain an Occupancy Permit from the Nevada Department of Transportation (NDOT) for the construction of improvements in the West Sahara Avenue public right-of-way adjacent to this site prior to constructing any improvements within NDOT jurisdiction.

15. All delivery vehicles shall maneuver for loading and unloading on site; there shall be no parking, loading or unloading of vehicles within the West Sahara Avenue and Lindell Road public rights-of-way.

16. Vehicles shall neither be displayed nor stored within the public rights-of-way adjacent to this site.

17. An Update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits, submittal of construction drawings or the submittal of a Final Map for this site, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.

18. Site development to comply with all applicable conditions of approval for SDR-4551 and all other applicable site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a new, 25-foot tall, single-story building to be constructed on the northwest corner of Lindell Road and Sahara Avenue at 5550 West Sahara Avenue. The subject site is currently a Motor Vehicle Sales (New) dealership, with the applicant seeking to add additional square footage through the construction of this additional building in order to display and sell vehicles by Ferrari and Maserati. The applicant has proposed a building that has met all minimum development standards pursuant to Title 19.08 and Title 19.12; therefore, staff is recommending approval of this application subject to conditions.

ISSUES

- On January 26, 2016 the applicant provided revised plans demonstrating the proposed building being oriented on the corner of Lindell Road and Sahara Avenue, satisfying the requirements of Title 19.08(B)(6)(a). The Waiver requested and advertised as part of this application is therefore no longer required.
- A condition of approval has been added requiring a fifth handicapped parking stall to be added to the subject site.
- A condition of approval has been added requiring any and all missing landscaping to be restored with 30 days of approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
09/25/03	Code Enforcement processed a complaint (#4751) for banner signs, and trash and debris surrounding the dealership at 5550 West Sahara Avenue. The case was resolved on 03/16/04.
06/04/04	Code Enforcement processed a complaint (#15966) for the landscaping being removed in the parking lot, and the parking lot lighting shining into neighbor's property at 5550 West Sahara Avenue. The case was resolved on 07/21/04.
08/04/04	The City Council approved a request to amend a portion of the Southwest Sector Plan of the General Plan (GPA-4549) from O (Office) and DR (Desert Rural Density Residential) to GC (General Commercial) on 1.11 acres adjacent to the west side of Lindell Road, approximately 450 feet north of Sahara Avenue. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
08/04/04	The City Council approved a request for a Rezoning (ZON-4550) from P-R (Professional Office) zone and R-E (Residence Estates) zone to C-2 (General Commercial) zone on 1.11 acres adjacent to the west side of Lindell Road, approximately 450 feet north of Sahara Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Variance (VAR-4553) to allow an 83-foot 1-inch Residential Adjacency setback where 100 feet is required on 4.15 acres adjacent to the northwest corner of Sahara Avenue and Lindell Road. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-4551) for a proposed 37,950 square-foot Motor Vehicle Sales (New) facility on 4.15 acres adjacent to the northwest corner of Sahara Avenue and Lindell Road. The Planning Commission and staff recommended approval.
07/20/05	The City Council denied a request for a Review of Condition (ROC-6575) for Condition Number 21 of an approved Site Development Plan Review (SDR-4551) to eliminate the condition which prohibits parking and display of vehicles in the buffer area at 5550 West Sahara Avenue. Staff recommended denial.
09/16/05	Code Enforcement processed a complaint (#33919) for zoning conditions at 5550 West Sahara Avenue. The case was resolved on 12/28/05. The Planning Commission recommended approval, staff recommended denial.
05/03/06	The City Council approved a request for a Variance (VAR-11759) to allow a proposed 130-foot tall flagpole where 40 feet is the maximum height allowed at 5550 West Sahara Avenue.
06/19/06	Code Enforcement processed a complaint (#43563) for employees parking on both sides of Lindell and in the church parking lot across the street at 5550 West Sahara Avenue. The case was resolved on 07/16/07.
04/24/07	Code Enforcement processed a complaint (#52451) for graffiti on the south wall at 5550 West Sahara Avenue. The case was resolved on 04/30/07.
05/22/07	Code Enforcement processed a Case (#53564) for an auto inspection at 5550 West Sahara Avenue. The case was resolved on 06/22/07.
08/01/07	The City Council denied a Required Six Month Review (RQR-20054) of a Variance (VAR-11759) to allow a proposed 100-foot tall flagpole where 40 feet is the maximum height allowed at 5550 West Sahara Avenue. The flag was ordered to be removed.
08/07/07	Code Enforcement processed a complaint (#56505) for the flag pole exceeding the approved size at 5550 West Sahara Avenue. The case was resolved on 09/03/07.
11/07/07	Code Enforcement processed a complaint (#59647) for test drives being performed on O'Bannon at 5550 West Sahara Avenue. The case was resolved on 04/24/08.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/25/09	Code Enforcement processed a complaint (#79420) for vehicles being displayed in the landscaping at 5550 West Sahara Avenue. The case was resolved on 07/14/09.
07/23/09	Code Enforcement processed a complaint (#80197) for the flag pole at 5550 West Sahara Avenue. The case was resolved on 08/05/09.
02/08/12	Code Enforcement processed a complaint (#110507) for a vacant building possibly being open and accessible at 5550 West Sahara Avenue. The case was resolved on 02/09/12.
05/15/12	Code Enforcement processed a complaint (#114431) for noise from an air compressor at 5550 West Sahara Avenue. The case was resolved on 05/16/12.
02/09/16	The Planning Commission unanimously voted to recommend APPROVAL of a Site Development Plan Review (SDR-62647) for a new, 25-foot tall, single-story building to be constructed on the northwest corner of Lindell Road and Sahara Avenue at 5550 West Sahara Avenue.

Most Recent Change of Ownership	
11/01/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/09/89	A building permit (#89027975) was issued for a tenant improvement at 5550 West Sahara Avenue. The permit received its final inspection on 10/02/89.
07/07/89	A building permit (#89030748) was issued for a tenant improvement at 5550 West Sahara Avenue. The permit received its final inspection on 08/08/89.
10/21/94	A building permit (#94353068) was issued for a three signs at 5550 West Sahara Avenue. The permit expired on 04/22/95.
03/02/05	A building permit (#37161) was issued for grading, clear and grub, and stockpile at 5550 West Sahara Avenue. The permit received its final review ion 03/02/05.
04/20/05	A building permit (#5002453) was issued for onsite improvements and hardscapes at 5550 West Sahara Avenue. The permit expired on 10/22/05.
04/20/05	A building permit (#5002454) was issued for a new retail sales building at 5550 West Sahara Avenue. The permit received its final inspection on 01/10/07.
04/22/05	An electrical building permit (#5002588) was issued for 5550 West Sahara Avenue. The permit expired on 01/06/07.
04/26/05	A plumbing permit (#5002718) for a new retail building was issued for 5550 West Sahara Avenue. The permit expired on 11/26/06.
04/27/05	A building permit (#41429) was issued for water distribution at 5550 West Sahara Avenue. The permit is still open.
04/28/05	A building permit (#5002754) was issued for onsite water, sewer, and fire at 5550 West Sahara Avenue. The permit expired on 12/24/05.

Related Building Permits/Business Licenses	
04/29/05	A mechanical permit (#5002768) for a new retail sales building was issued for 5550 West Sahara Avenue. The permit expired on 12/09/06.
06/23/05	A building permit (#44592) was issued for a fire alarm system at 5550 West Sahara Avenue. The permit received its final inspection on 03/22/12.
09/30/05	A building permit (#49062) was issued for a fire alarm system at 5550 West Sahara Avenue. The permit is still open.
10/18/05	A building permit (#52654) was issued for water distribution at 5550 West Sahara Avenue. The permit is still open.
12/21/05	A building permit (#55373) was issued for a wall, fence at 5550 West Sahara Avenue. The permit received its final inspection on 07/21/06.
04/10/06	A building permit (#6002614) was issued for a building sign at 5550 West Sahara Avenue. The permit expired on 11/04/06.
04/17/06	A building permit (#6002796) was issued for two building signs at 5550 West Sahara Avenue. The permit expired on 11/04/06.
04/28/06	A building permit (#6003130) was issued for a 100-foot flag pole at 5550 West Sahara Avenue. The permit expired on 12/09/06.
07/21/06	A building permit (#6004804) was issued for a neon border sign at 5550 West Sahara Avenue. The permit expired on 07/14/07.
11/21/06	A building permit (#70274) was issued for an automatic vehicle gate at 5550 West Sahara Avenue. The permit is still open.
04/12/07	A building permit (84241) was issued for a wall, fence at 5550 West Sahara Avenue. The permit received its final inspection on 07/01/07.
08/05/08	A building permit (#121453) was issued for a fire sprinkler system at 5550 West Sahara Avenue. The permit received its final inspection on 09/15/08.
08/07/08	A building permit (#118841) was issued for a tenant improvement at 5550 W. Sahara Ave. The permit received its final inspection on 09/15/08.
08/11/08	A mechanical building permit (#121837) was issued for 5550 West Sahara Avenue. The permit received its final review on 08/11/08.
08/11/08	A building permit (#121843) was issued for a sign at 5550 W. Sahara Ave. The permit is still open.
08/29/08	A business license (#A65-00081) was issued for auto sales at 5550 West Sahara Avenue. The license went active on 09/12/14.
03/24/11	A building permit (#184134) was issued for a sign at 5550 W. Sahara Ave. The permit received its final inspection on 09/22/11.
03/30/11	A business license (#A65-00125) was issued for auto sales at 5550 West Sahara Avenue. The license is active.
06/20/11	A building permit (#187561) was issued for a tenant improvement at 5550 W. Sahara Ave. The permit received its final inspection on 09/07/11.
09/20/11	A building permit (#195901) was issued for a sign at 5550 W. Sahara Ave. The permit received its final inspection on 11/28/12.

Related Building Permits/Business Licenses	
10/04/11	A building permit (#190558) was issued for a tenant improvement at 5550 W. Sahara Ave. The permit received its final inspection on 07/23/12.
10/20/11	A building permit (#197461) was issued for a fire sprinkler system at 5550 West Sahara Avenue. The permit received its final inspection on 03/22/12.
11/08/11	A building permit (#198775) was issued for a fire alarm system at 5550 West Sahara Avenue. The permit received its final inspection on 03/22/12.
10/01/15	A business license (#G63-07381) was issued for a auto sales/minor repairs at 5550 West Sahara Avenue. The license is active.

Pre-Application Meeting	
12/15/15	Staff performed a pre-application meeting with the applicant's representative, where the submittal requirements for a Site Development Plan Review for a new building at 5550 West Sahara Avenue were discussed.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
12/31/15	Staff performed a routine field check where an existing, well-maintained new car dealership was observed.

Details of Application Request	
Site Area	
Net Acres	4.01

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Motor Vehicle Sales (New)	MXU (Mixed Use)	C-2 (General Commercial)
North	Church/House of Worship	MXU (Mixed Use)	C-1 (Limited Commercial)
South	Motor Vehicle Sales (New)	Commercial General (Clark County)	C-1 (Local Business) -- Clark County
East	Office, Other Than Listed	MXU (Mixed Use)	C-1 (Limited Commercial)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
West	Motor Vehicle Sales (Used)	MXU (Mixed Use)	C-2 (General Commercial)
	Single Family, Detached	Rural Neighborhood (Clark County)	R-E (Rural Estates Residential) -- Clark County

Master Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	Y
Project of Regional Significance	Y

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	270 Feet	Y
Min. Setbacks			
• Front	10 Feet	23 Feet	Y
• Corner	10 Feet	16 Feet	Y
Max. Lot Coverage	50 %	30 %	Y
Mech. Equipment	Screened	Screened	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways	100	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Motor Vehicle Sales (New)	53,426 SF	1:500*	107				
TOTAL SPACES REQUIRED			107		219		Y
Regular and Handicap Spaces Required			102	5	215	4	N**

**The parking and storage of vehicles that are on display or for sale must occur only in spaces that are in excess of the required minimum parking.*
***A condition has been added requiring the applicant to add an additional handicap parking spaces for a total of five handicap parking spaces as required by Title 19.18.*

ANALYSIS

The subject site located at 5550 West Sahara Avenue is within the C-2 (General Commercial) zoning district and currently operates as a Motor Vehicle Sales (New) dealership. Pursuant to Title 19.12, Motor Vehicles Sales (New) is defined as "*a facility or area, other than an auto sales showroom, for the display and sale or leasing of new automobiles, trucks, motorcycles and motor scooters, but excluding mopeds. This use includes service bays and auto body shops which are incidental and accessory to the sales use*." Motor Vehicles Sales (New) is a conditional use in the C-2 (General Commercial) zoning district, subject to the following Conditional Use Regulations:

1. Motor Vehicle sales may include an outdoor used car sales lot when operated by a franchised, new car dealer. The used car sales shall be located directly adjacent to the new car sales and service facility and be operated as an incidental use.

   The applicant has not indicated the desire to include a used car sales lot at this time.

2. The installation and use of an outside public address or bell system is prohibited.

   No public address or bell system has been proposed.

3. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.

Existing lighting was installed pursuant to Condition Number 13 of Site Development Plan Review (SDR-4551), to not exceed 20 feet in height and utilize "shoe-box" fixtures and downward directed lights.

4. All accessory service shall be performed inside an enclosed area.

   Accessory service will not be performed in the proposed building.

5. Accessory automobile rental is permitted.

   The subject site is not currently licensed for automobile leasing, and the applicant has not indicated the desire to do so at this time.

6. Any motor vehicle sales use to be located north of Cheyenne Avenue must be located on a parcel with GC-TC land use designation.

   This condition is not applicable, as the proposed site is south of Cheyenne Avenue.

The applicant has proposed to construct a 10,304 square-foot building on the northwest corner of Lindell Road and Sahara Avenue in addition to the existing 43,122 square-foot Motor Vehicle Sales (New) dealership building. The proposed building will allow for the applicant to offer vehicles by Ferrari and Maserati in addition to the current vehicle inventory being sold on-site.

The building elevations have been designed to not only complement the existing building on-site, but also to complement the luxury vehicles to be sold from within. The majority of the building elevations are windows, with the use of aluminum and metals to accentuate the glass front.

The floor plan demonstrates a typical new car sales showroom with room for the display of vehicles and sales offices. Separate men's and women's restroom have been provided for in addition to a waiting area with breakroom and a vehicle delivery area.

The construction of the proposed building does not displace any existing landscaping on the subject site, but instead displaces excess parking spaces on the subject site. The applicant has proposed to add additional landscaping along the eastern side of the proposed building, with some additional landscaping being added on the southern and northern sides. A condition has been added to ensure the subject site is in compliance with the original landscape requirements as approved by Site Development Plan Review (SDR-4551) in addition to the additional landscaping proposed here.

The addition of the 10,304 square-foot building to the existing site has increased the number of parking stalls required from 87 to 102 pursuant to Title 19.12 parking standard for a Motor Vehicle Sales (New) establishment. This also increased the amount of handicapped parking stalls required from four to five. A condition of approval has been added requiring the fifth handicapped parking stall to be added to the subject site.

This parcel is currently served by LVVWD with a domestic meter and single fire service connection. Civil and plumbing plans will need to be submitted to LVVWD for domestic meter sizing and fire flow. The existing backflow prevention assembly on the fire line will not support an antifreeze fire sprinkler system, so if such a system is to be required, the backflow prevention assembly will need to be replaced with a RPDA.

The proposed building has met all applicable development standards pursuant to Title 19.08 and Title 19.12; therefore, staff is recommending approval of this application subject to conditions.

FINDINGS (SDR-62647)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed 10,304 square-foot building will be built on the southeast corner of the subject site. The new building will house the same land use as the existing building on the subject site. Staff finds the proposed development to be compatible with the existing adjacent development as well as the existing development in the area.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development is consistent with the General Plan designation of MXU (Mixed Use), zoning district C-2 (General Commercial), and all other applicable City plans, policies, and development standards. The proposed building is consistent with Title 19.08 development standards, including building orientation and setbacks.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access and circulation will not change with the construction of the proposed building and will continue to function as originally designed.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The existing landscape materials are appropriate for a desert climate, as well as the proposed building materials for the new building.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The design characteristics of the proposed building are representative of a modern, sleek, building façade and are designed to complement the existing building just northwest of this proposed building. The architectural features of the proposed building are not undesirable or obnoxious, and are compatible with the existing development on-site and in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed new building will be subject to building permit review and inspections during construction and the proposed land use will be subject to regular inspections by the Department of Planning's Licensing Division. Therefore, appropriate measure will be taken to protect the public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 111 (By City Clerk)

APPROVALS 1

PROTESTS 4

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SDR-62647

Case Number: SDR-62647 APN: 163-01-404-022

Name of Property Owner: Carolynn Towbin / Cardan Lindell North LL

Name of Applicant: WARE MALCOMB

Name of Representative: TRAVIS MUILENBURG

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Carolynn Towbin

Subscribed and sworn before me

This 21 day of December, 2015

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
TERESA ROSS
Appt. No. 98-1326-1
My Appt. Expires Feb. 15, 2017

PRJ-62636
12/29/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: _____

Project Address (Location) 5550 W. Sahara Ave. LV NV 89146

Project Name _____ **Proposed Use** Automotive

Assessor's Parcel #(s) 163-01-404-022 **Ward #** _____

General Plan: existing X proposed _____ **Zoning:** existing X proposed _____

Commercial Square Footage 53,426 sf **Floor Area Ratio** .29

Gross Acres 4.01 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Carolynn Towbin/Cardan Lindell North **Contact** Carolynn Towbin

Address 5550 W. Sahara Ave. **Phone:** (702) 252-8105 **Fax:** (702) 252-0105

City Las Vegas **State** NV **Zip** 89146

E-mail Address Ctowbin@towbinauto.com

APPLICANT _____ **Contact** _____

Address _____ **Phone:** (480) 767-1001 **Fax:** (480) 907-2288

City _____ **State** _____ **Zip** _____

E-mail Address tmuilenburg@waremalcomb.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Carolynn Towbin

Subscribed and sworn before me

This 21 day of December, 20 15.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
TERESA ROSS
Appt. No. 98-1326-1
My Appt. Expires Feb. 15, 2017

FOR DEPARTMENT USE ONLY

Case #	SDR-62647
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-62636
12/29/15

Revised 10/27/08

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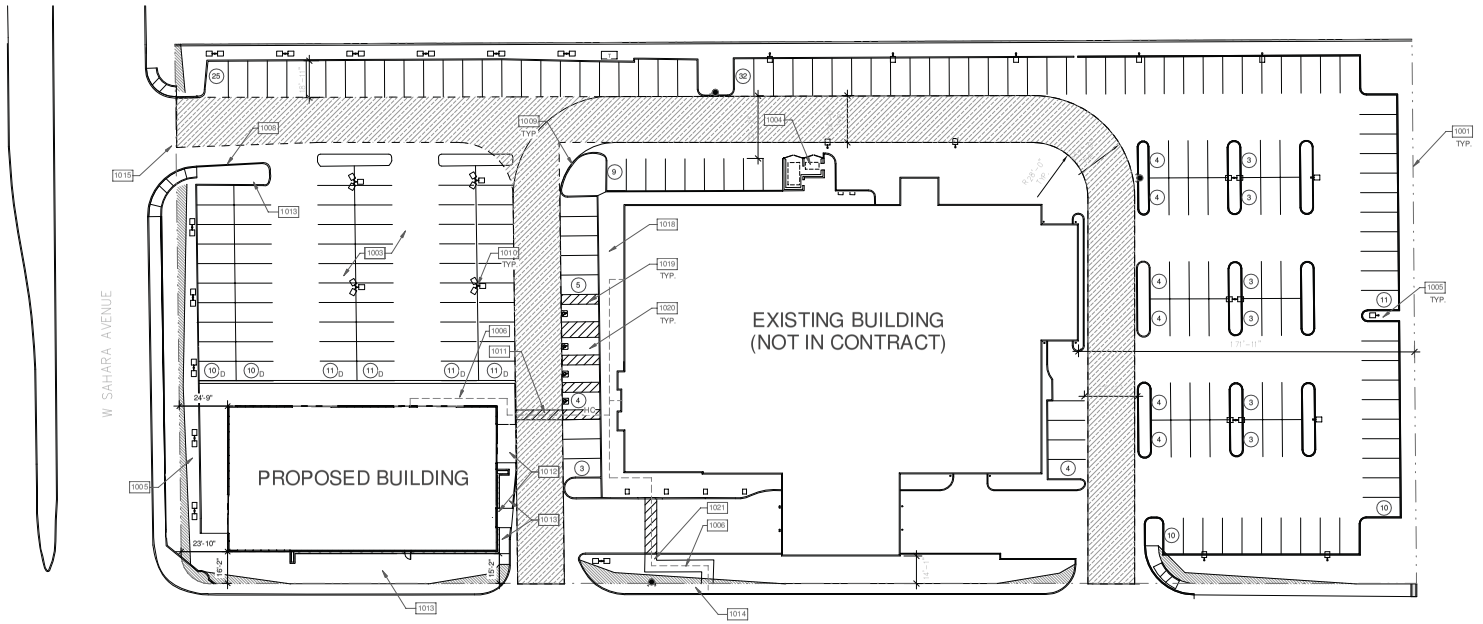
CAUTION: IF THIS SHEET IS NOT 24"x36" IT IS A REDUCED PRINT



1" = 30'
0 15' 30' 60' 150'

SITE PLAN
SCALE: 1" = 30'-0"

SITE DATA

REQUIRED PARKING
MOTOR VEHICLE SALES (1/500 S.F.)
EXISTING BUILDING
43,122 SF 87 STALLS
NEW BUILDING
10,104 SF 21 STALLS
TOTAL REQ'D 108 STALLS

PARKING PROVIDED
EXISTING TOTAL 151 STALLS
DEALER PARKING 64 STALLS
ACCESSIBLE 4 STALLS

PROPERTY SIZE
ACRES +/- 4.15

FLOOR AREA RATIO
F.A.R. .44

SITE LEGEND

- EXISTING POLE MOUNTED LIGHT FIXTURE
- T — TRANSFORMER WITH CONCRETE PAD
- (1) — PARKING STALL COUNT TOTAL
- (1)D — DISPLAY PARKING STALL COUNT (NOT INCLUDED IN PARKING CALC.)
- (1)HC — ACCESSIBLE STALL COUNT TOTAL
- EXISTING FIRE HYDRANT TO REMAIN
- FIRE LANE (HATCHED)

NOTES

1001 PROPERTY LINE (— · · —), SEE CIVIL DRAWINGS
1003 EXISTING PAINTED PARKING STRIPING TO REMAIN
1004 EXISTING TRASH ENCLOSURE TO REMAIN
1005 EXISTING LANDSCAPE AREA TO REMAIN, SEE LANDSCAPE DRAWINGS
1006 ACCESSIBLE PATH OF TRAVEL, 1:20 MAX. SLOPE, 2% MAX. CROSS SLOPE, SEE CIVIL DRAWINGS (— — — — —)
1008 NEW CONCRETE CURB, SEE CIVIL DRAWINGS
1009 EXISTING CURB TO REMAIN
1010 EXISTING POLE-MOUNTED LIGHT FIXTURE TO REMAIN
1011 NEW STRIPING FOR ACCESSIBLE PATH OF TRAVEL CROSSWALK
1012 NEW PAVED AREA, SEE CIVIL DRAWINGS
1013 NEW LANDSCAPE AREA, SEE LANDSCAPE DRAWINGS
1014 PUBLIC SIDEWALK
1015 PROVIDE NEW CURB CUT TO MEET ADA STANDARDS PER JURISDICTION
1017 EXISTING STRIPING FOR ACCESSIBLE PATH OF TRAVEL
1018 EXISTING PAVERS TO REMAIN
1019 EXISTING ACCESSIBLE AISLE
1020 EXISTING ACCESSIBLE PARKING STALL
1021 EXISTING CONCRETE RAMP TO REMAIN

PRJ-62636
01/26/16

WM ARCHITECTS
NEVADA, INC
p 480.767.1001
architecture
planning
interiors
graphics
site development

FERRARI/MASERATI
5550 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89146

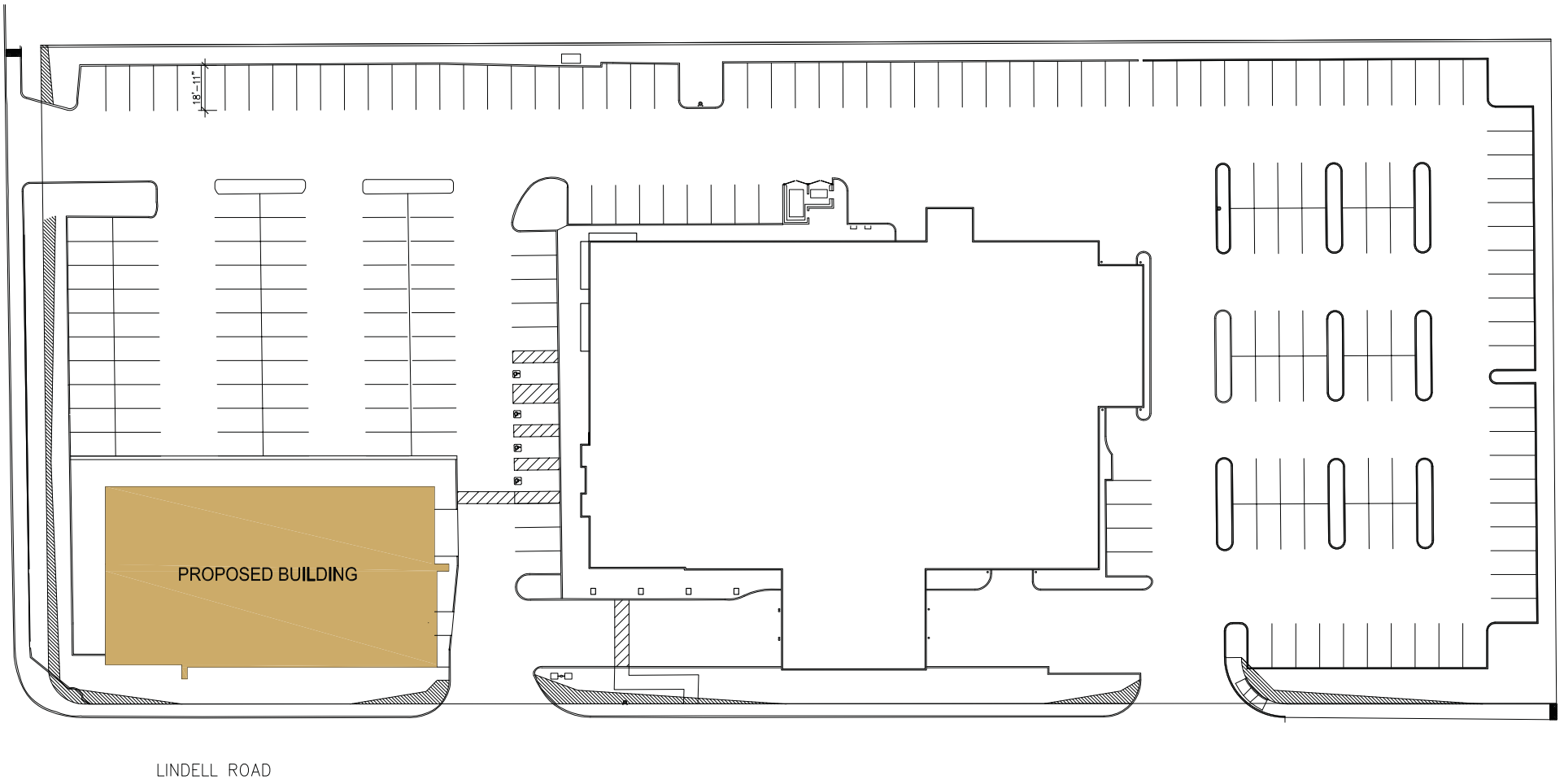
SITE PLAN
REMARKS
DATE

PA/PM:	T. MULENBURG
DRAWN BY.:	M.B.
JOB NO.:	PHX15-0077-00

SHEET
A1.1

1/26/2016 3:01:07 PM

SDR-62647 - REVISED



1" = 20'

0 10 20 40 100

NORTH

SCHEME: 2

SITE PLAN

TOWBIN MOTORS FERRARI/MASERATI AUTO DEALERSHIP
LAS VEGAS, NEVADA

PRJ-62636
01/26/16

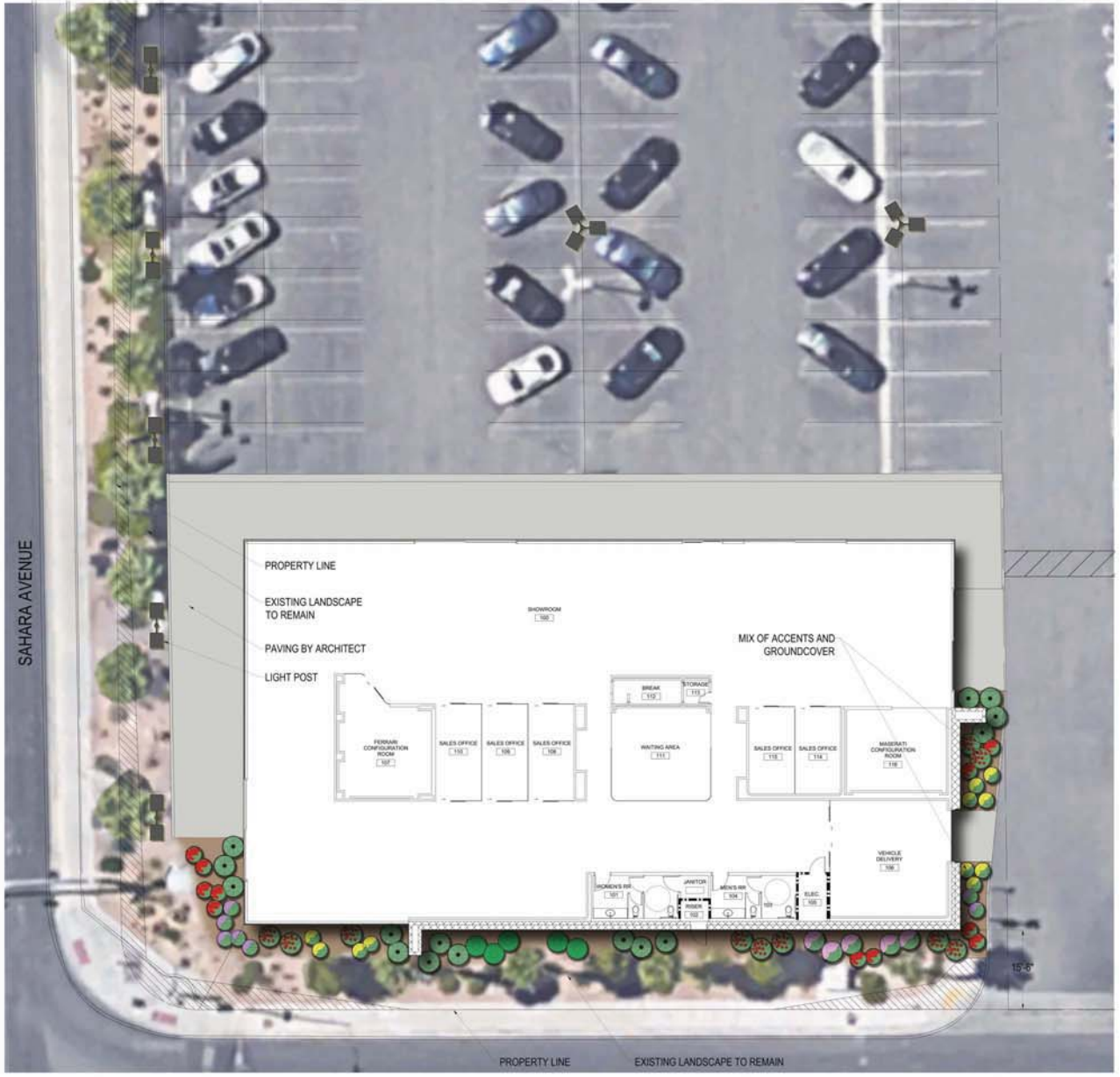
WARE MALCOMB

PHX15-0077-00
01.25.2015

SHEET
A2

SDR-62647 - REVISED

CAUTION: IF THIS SHEET IS NOT 24"x36" IT IS A REDUCED PRINT



PLANT MATERIAL SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY	COMMENTS
SHRUBS AND ACCENTS:				
	Dasylirion wheeleri Desert Spoon	5 gallon	15	
	Hesperaloe parviflora Red Yucca	5 gallon	10	
	Photinea fraseri Fraser's Photinea	5 gallon	5	
	Rhapiolepis indica 'Pinkie' Indian Hawthorne	5 gallon	5	
GROUNDCOVERS:				
	Lantana camara Bush Lantana	1 gallon	11	
	Rosmarinus officinalis 'prostratus' Prostrate Rosemary	1 gallon	7	
	Callistemon viminalis 'Little John' Little John Brittle Bush	1 gallon	11	

VICINITY MAP

0 5 10 20

NORTH

PRJ-62636
01/26/16

studio DPA
Planning and Landscape Architecture
P.O. Box 7990 - Tempe AZ 85281
480.577.5818 | 602.568.6668
www.studioDPA.com

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scottsdale, arizona 85258
p 480.767.1001
f 480.907.2268

DEPARTMENT OF LANDSCAPE ARCHITECTURE
ANDREA PEDERSEN
611
Expires 6/30/16
STATE OF NEVADA

FERRARI
5550 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89146

DATE	REMARKS
12.15.2015	PRE-APP SUBMITTAL
12.24.2015	PRELIMINARY SUBMITTAL
01.12.2016	REVISED SITE PLAN
01.25.2016	REVISED SITE PLAN

SHEET
PLANTING
SHEET
L0.01

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C:\Users\Andrea Pedersen\Dropbox\DPA Projects\Twelve Ferrari Maserati\CAD\Schematic Design\L0.01-DPA-TW-SDI-Planting Sheet.dwg

SDR-62647 - REVISED

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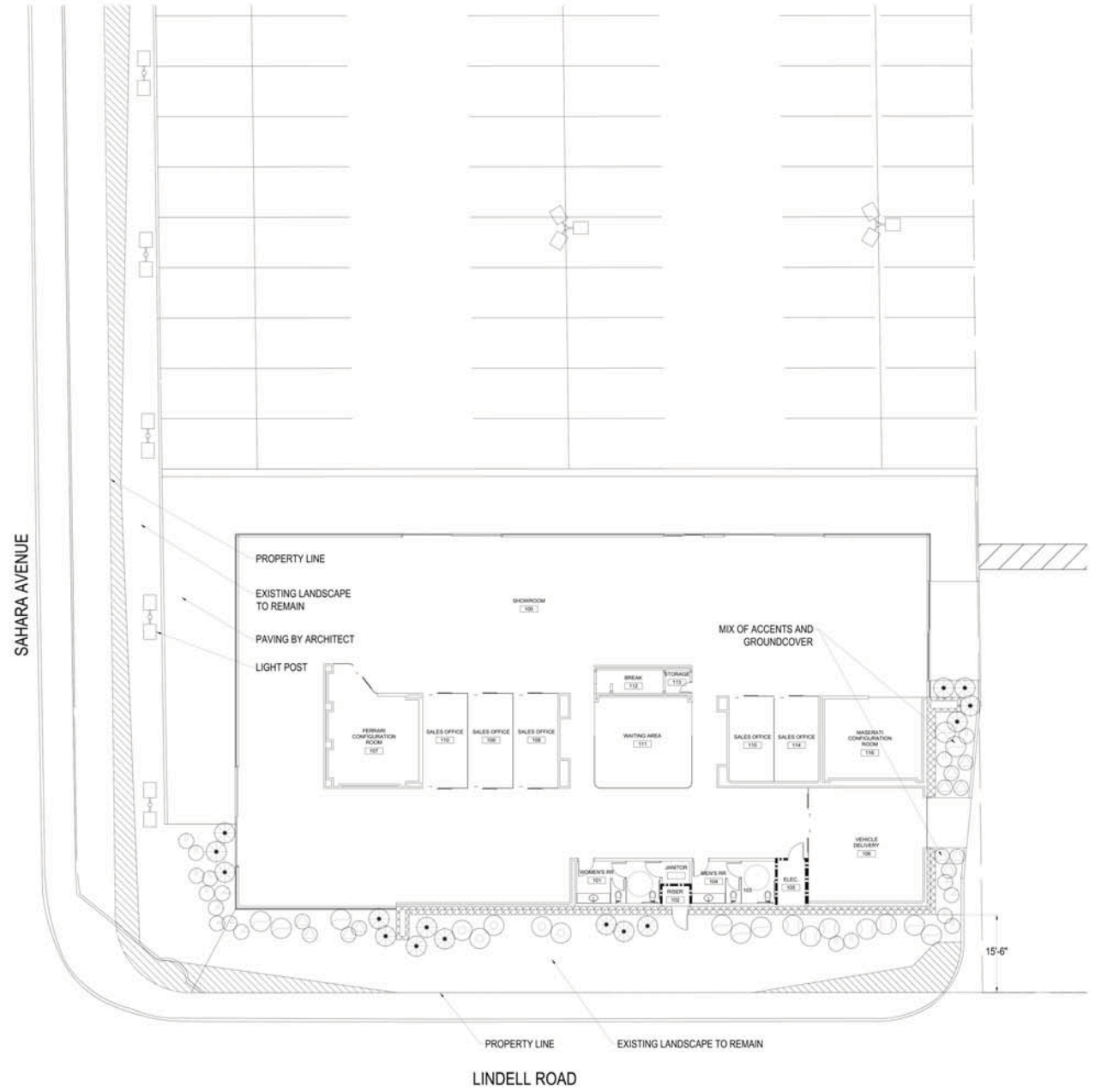

PLANT MATERIAL SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY	COMMENTS
SHRUBS AND ACCENTS:				
	Dasylirion wheeleri Desert Spoon	5 gallon	15	
	Hesperaloe parviflora Red Yucca	5 gallon	10	
	Photinea fraseri Fraser's Photinea	5 gallon	5	
	Rhapiolepis indica 'Pinkie' Indian Hawthorne	5 gallon	5	
GROUNDCOVERS:				
	Lantana camara Bush Lantana	1 gallon	11	
	Rosmarinus officinalis 'prostratus' Prostrate Rosemary	1 gallon	7	
	Callistemon viminalis 'Little John' Little John Brittle Bush	1 gallon	11	

VICINITY MAP

0 5 10 20

NORTH

PRJ-62636
01/26/16

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f 480.367.2266

ANDREA PROBERT — 611 — Expires 6/30/2017 — STATE OF NEVADA — 1/25/2016

FERRARI
5550 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89146

DATE	REMARKS
12.15.2015	PRE-APP SUBMITTAL
12.24.2015	PRELIMINARY SUBMITTAL
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SHEET
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L0.01

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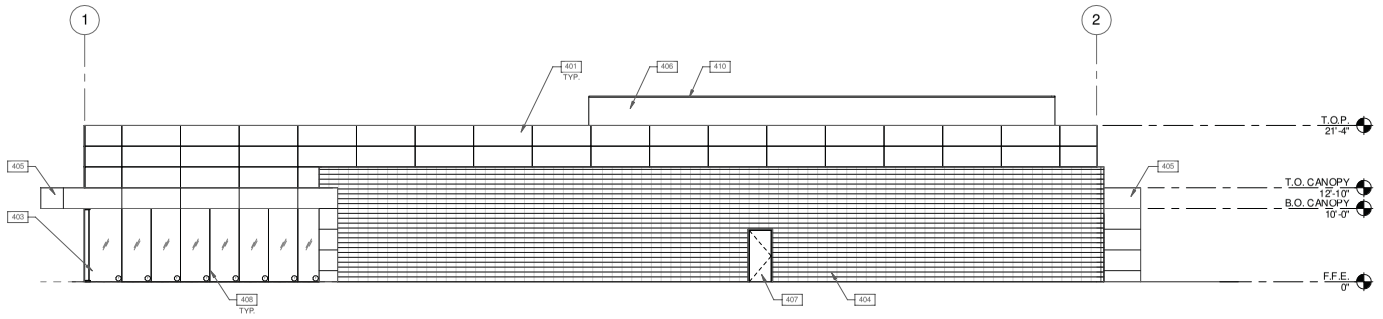
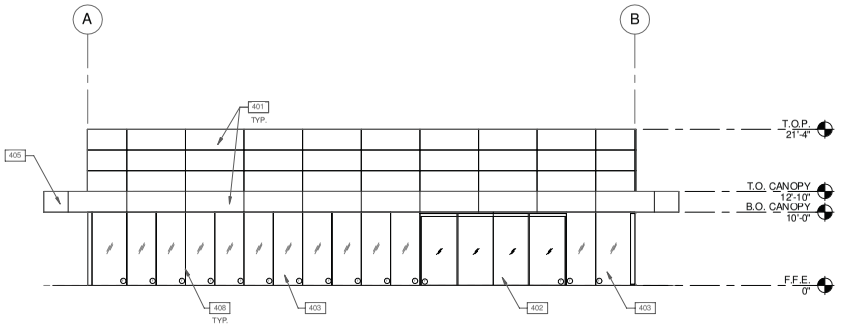


EAST EXTERIOR ELEVATION A

SCALE: 1/8" = 1'-0"



SOUTH EXTERIOR ELEVATION B

SCALE: 1/8" = 1'-0"

NOTES

401 ALUMINUM METAL PANEL
402 GLASS SLIDING DOOR, TYP. SEE DOOR SCHEDULE.
403 FRONT GLAZED ALUMINUM STOREFRONT WINDOW SYSTEM.
404 POLISHED CONCRETE MASONRY WALL, STACK BOND
405 CANOPY
406 EIFS CLAD ROOF ENCLOSURE
407 HOLLOW METAL MAN DOOR, PAINT TO MATCH ADJACENT WALL
408 BUTT JOINT GLAZING
410 PREFINISHED SHEET METAL CAP TO MATCH ADJACENT WALL FINISH

LEGEND

VISION GLASS

T TEMPERED GLAZING

PRJ-62636
01/26/16

WM ARCHITECTS
NEVADA, INC
architecture
planning
interiors
graphics
site development
p 480.767.1001

FERRARI/MASERATI
5550 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89146

EXTERIOR ELEVATIONS

DATE	REMARKS

PA/PM:	T. MUILENBURG
DRAWN BY.:	M.B.
JOB NO.:	PHX15-0077-00

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1/26/2016 11:28:12 AM

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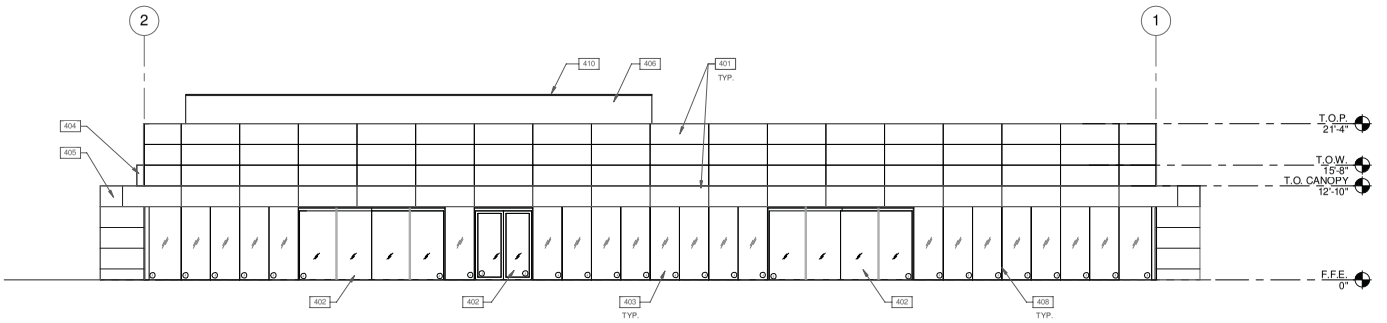
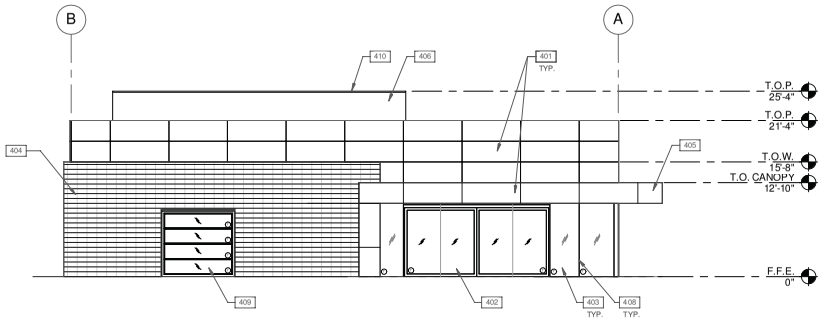


WEST EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

C



NORTH EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

D

NOTES

401 ALUMINUM METAL PANEL
402 GLASS SLIDING DOOR, TYP. SEE DOOR SCHEDULE.
403 FRONT GLAZED ALUMINUM STOREFRONT WINDOW SYSTEM.
404 POLISHED CONCRETE MASONRY WALL, STACK BOND
405 CANOPY
406 EIFS CLAD ROOF ENCLOSURE
408 BUTT JOINT GLAZING
409 GLASS SECTIONAL OVERHEAD DOOR
410 PREFINISHED SHEET METAL CAP TO MATCH ADJACENT WALL FINISH

LEGEND

VISION GLASS

T TEMPERED GLAZING

PRJ-62636
01/26/16

WM ARCHITECTS
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planning
interiors
graphics
site development

FERRARI/MASERATI
5550 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89146

EXTERIOR ELEVATIONS

DATE	REMARKS

PA/PM:	T. MUILENBURG
DRAWN BY.:	Author
JOB NO.:	PHX15-0077-00

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SDR-62647 - REVISED

Entry Perspective

PRJ-62636
01/27/16

TOWBIN MOTORCARS

NE CORNER

Conceptual Design
FERRARI LAS VEGAS
LAS VEGAS, NV

WARE MALCOMB

PHX15-0077-00
12.22.2015

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4

SDR-62647 - REVISED

PRJ-62636
01/27/16

TOWBIN MOTORCARS

NW CORNER

Conceptual Design
FERRARI LAS VEGAS
LAS VEGAS, NV

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PHX15-0077-00
12.22.2015

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6

SDR-62647 - REVISED

Sahara Ave. Perspective

PRJ-62636
01/27/16

TOWBIN MOTORCARS

SE CORNER

Conceptual Design

FERRARI LAS VEGAS
LAS VEGAS, NV

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12.22.2015

SHEET
3

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PRJ-62636
01/27/16

Sahara Ave. Perspective

TOWBIN MOTORCARS

SW CORNER

Conceptual Design
FERRARI LAS VEGAS
LAS VEGAS, NV

WARE MALCOMB PH15-0077.00 12.22.2015 SHEET 5

SDR-62647 - REVISED

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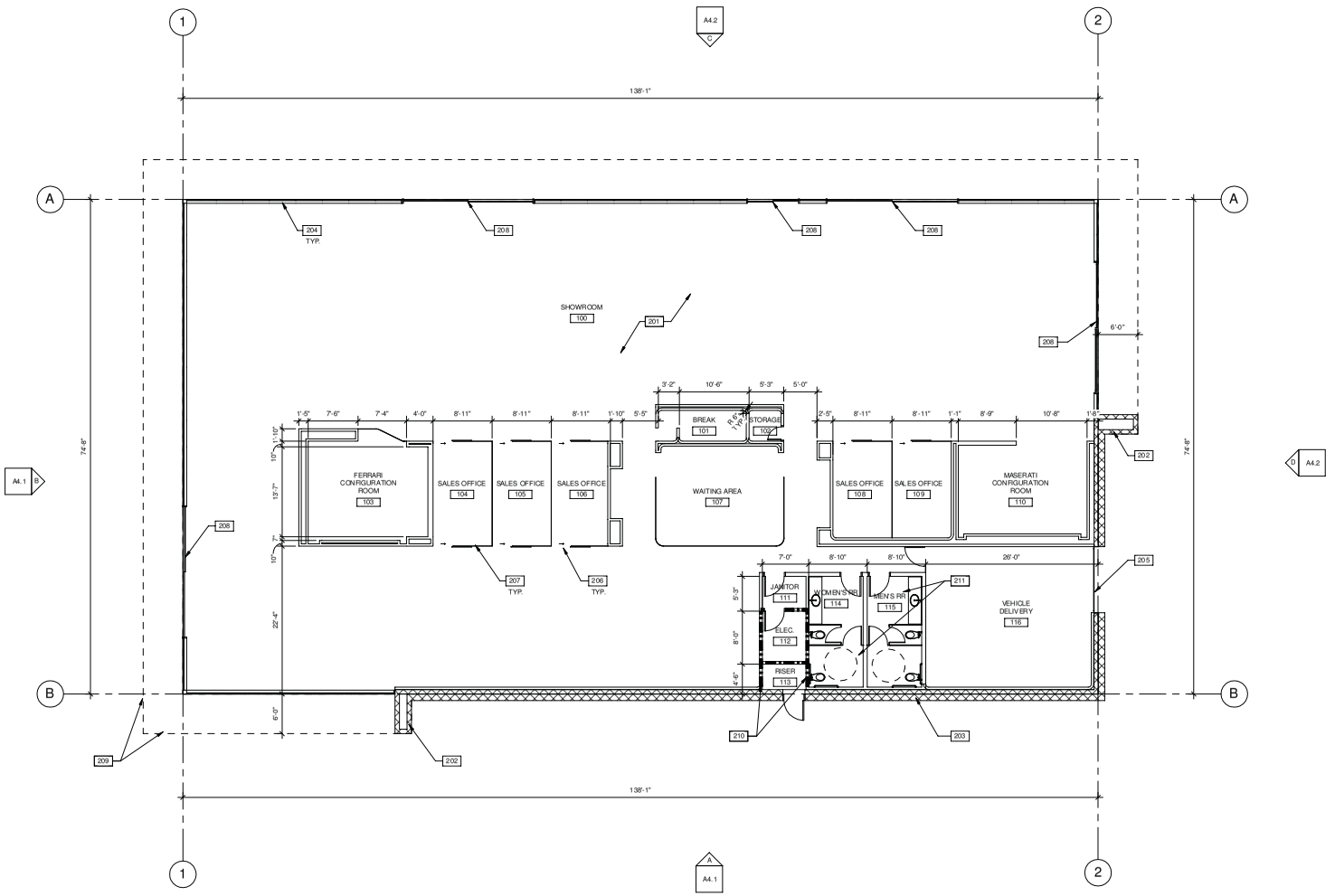

NOTES

201 CONCRETE SLAB ON GRADE. SEE STRUCTURAL DRAWINGS. PROVIDE VAPOR BARRIER BY STEGO INDUSTRIES.
202 8" CONCRETE MASONRY WALL. SEE EXTERIOR ELEVATIONS FOR WALL FINISH
203 POLISHED CONCRETE MASONRY WALL
204 FRONT GLAZED ALUMINUM STOREFRONT WINDOW SYSTEMS, BUTT JOINT GLAZING AT ALL VERTICALS
205 GLASS SECTIONAL OVERHEAD DOOR
206 GLASS SLIDING DOOR, TYP.
207 9'-0" TALL 1/2" THICK GLAZING, TYP.
208 EXTERIOR GLASS SLIDING DOOR
209 LINE OF CANOPY ABOVE (DASHED)
210 1 HR. FIRE-RESISTANCE RATED WALLS
211 FULLY ACCESSIBLE MEN AND WOMENS RESTROOMS

MAXIMUM OCCUPANCY: 10,462 SF/100 = 105 OCCUPANTS

1/8"=1'-0"
0 4' 8' 16' 32'

FLOOR PLAN
SCALE: 1/8" = 1'-0"

PRJ-62636
01/26/16

WM ARCHITECTS
NEVADA, INC
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graphics
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FERRARI/MASERATI
5550 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89146

FLOOR PLAN

DATE	REMARKS

PA/PM:	T. MUILENBURG
DRAWN BY.:	M.B.
JOB NO.:	PHX15-0077-00

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1/25/2016 8:37:32 AM

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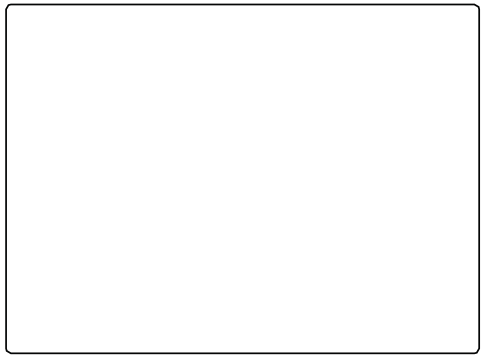
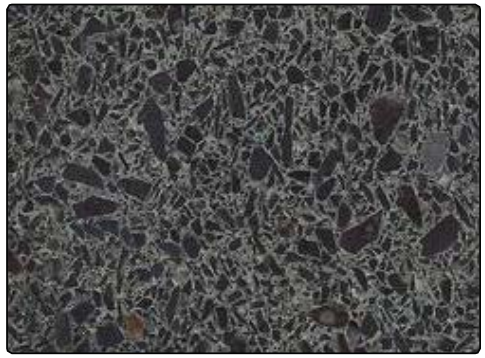


TAG: A
ITEM: METAL PANEL
MFR: ALPOLIC
COLOR: WHITE
NUMBER: M9010

TAG: B
ITEM: METAL PANEL
MFR: ALPOLIC
COLOR: DARK GREY METALLIC
NUMBER: MB106-G30

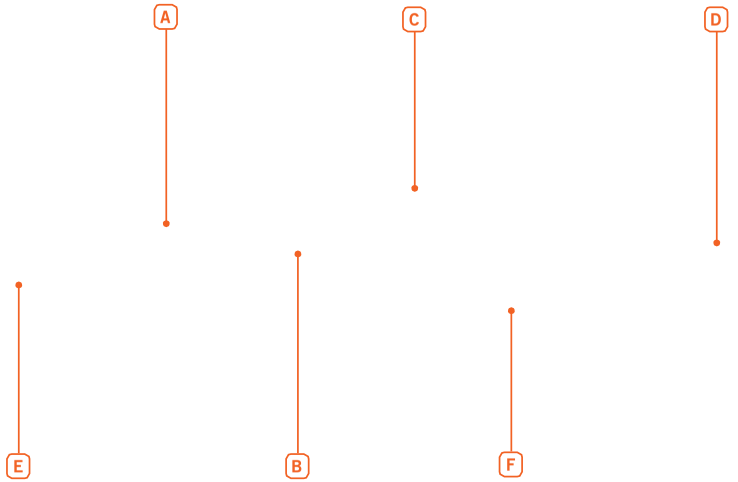
TAG: C
ITEM: PAINT OVER STUCCO
MFR: DUNN EDWARDS
COLOR: DARK ENGINE
NUMBER: LRV 5
FINISH: FLAT



TAG: D
ITEM: CONCRETE MASONRY
MFR: JANDRIS AND SONS
TYPE: POLISHED BLOCK SERIES 4545

TAG: E
ITEM: GLAZING
MFR: PPG IDEASCAPES
COLOR: SOLARBAN 60 STARPHIRE

TAG: F
ITEM: STOREFRONT
MATERIAL: ANODZIED ALUMINUM



MATERIALS BOARD

FERRARI MASERATI
LAS VEGAS, NV

WM Architects Nevada, Inc.

PHX15-0077-00
12.23.2015

SHEET
1

PRJ-62636
12/29/15

SDR-62647

SDR-62647 [PRJ-62636] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: CAROLYNN TOWBIN - OWNER: CARDAN LINDELL NORTH, LLC
5550 WEST SAHARA AVENUE

12/31/15

SDR-62647 [PRJ-62636] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: CAROLYNN TOWBIN - OWNER: CARDAN LINDELL NORTH, LLC
5550 WEST SAHARA AVENUE

12/31/15

SDR-62647 [PRJ-62636] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: CAROLYNN TOWBIN - OWNER: CARDAN LINDELL NORTH, LLC
5550 WEST SAHARA AVENUE

12/31/15

SDR-62647 [PRJ-62636] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: CAROLYNN TOWBIN - OWNER: CARDAN LINDELL NORTH, LLC
5550 WEST SAHARA AVENUE

12/31/15

SDR-62647 [PRJ-62636] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: CAROLYNN TOWBIN - OWNER: CARDAN LINDELL NORTH, LLC
5550 WEST SAHARA AVENUE

12/31/15

SDR-62647 [PRJ-62636] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: CAROLYNN TOWBIN - OWNER: CARDAN LINDELL NORTH, LLC
5550 WEST SAHARA AVENUE

12/31/15

SDR-62647 [PRJ-62636] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: CAROLYNN TOWBIN - OWNER: CARDAN LINDELL NORTH, LLC
5550 WEST SAHARA AVENUE

12/31/15

WARE MALCOMB
Leading Design for Commercial Real Estate

12/02/2015

Planning & Development Services
333 North Rancho Drive # 2
Las Vegas, NV 89106

RE: Justification Letter

The project is a new ground-up building for commercial automotive sales. The existing site is zoned as commercial automotive and as such will not need to be re-zoned to accommodate this use. The new building will be placed to the front of the site, within the display parking area of the existing building. The existing site is over-parked with the existing use and a quick view of google maps will show that the existing parking area is not being fully utilized for the display of cars. Our site plan has re-calculated the parking requirements based on the removal of the anticipated display stalls still meets the city parking standards. The building elevation will be glazing with metal panel at the front with a metal panel canopy. The rear of the building will be CMU block. Please see the included design package for our colored design concept for reference. The hours of operation will remain the same as the existing building. If there are any questions, or if there is anything else that is needed to be submitted prior to the December 15th proposed meeting date, please do not hesitate to ask.

Sincerely,

Ware Malcomb

Eric Zitny
Job Captain

ez | tm

SDR-62647

PRJ-62636
12/29/15

international reach
waremalcomb.com

architecture | planning | interiors
graphics | civil engineering

8181 north via de negocio p 480.767.1001
scottsdale. az. 85258 f 480.907.2288

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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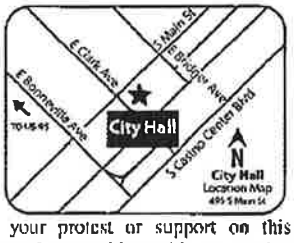
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-62647 [PRJ-62636]
City Council Meeting of March 16, 2016

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2016 MAR -7 P 1:24

Case: SDR-62647

16301404017
SWANCIGER GARY L TRUST
SWANCIGER GARY L TRS
2270 WESTWIND RD
LAS VEGAS NV 89146-0305

73 BRDGNPI 89146

From: Nicole Eddowes
To: Carman Burney
Subject: FW: Ferrari Dealership / SDR-62647
Date: Monday, March 14, 2016 10:06:51 AM
Attachments: image001.png

FYI (Abeyance Request Below) Thank you ☺

Nicole Eddowes, M.S.
Planner II
Department of Planning
(702) 229-6745

Planning Department

Your opinion is important! Click here to take a short survey.

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From: Travis Muilenburg [mailto:tmuilenburg@waremalcomb.com]
Sent: Monday, March 14, 2016 9:46 AM
To: Nicole Eddowes
Subject: RE: Ferrari Dealership / SDR-62647

Hi Nicole,

We request to abbey item SDR-62647 be held in abeyance from March 16, 2016 City Council meeting to until the April 6th meeting in an effort to provide staff with revised site plans (black & white/color), landscape plans (black & white/color), exterior elevations (black & white/color) , floor plan, and the materials palette.

Thanks!
Travis Muilenburg
Senior Project Coordinator
D 480.800.5296 P 480.767.1001
WARE MALCOMB
architecture | planning | interiors | branding | civil

Submitted after final agenda

Date 3/14/16 Item 106

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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2016 MAR 10 A 10:56

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Case: SDR-62647

16301810009
SAHARA VISTA L L C
93 QUAIL RUN RD
HENDERSON NV 89014

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-62647 [PRJ-62636]
City Council Meeting of March 16, 2016

17 BRDGNPI 89014

Submitted after final agenda

Date 3/10/16 Item 106

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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2016 MAR 14 P 12:06

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Case: SDR-62647

16301801002
CHURCH CATHOLIC BISHOP VAN NUYS
2120 LINDELL RD
LAS VEGAS NV 89146-0387

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-62647 [PRJ-62636]
City Council Meeting of March 16, 2016

73 BRDGNPI 89146

Submitted after final agenda

Date 3/14/16 Item 106

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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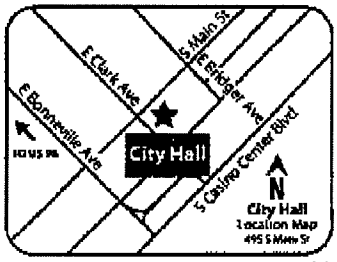

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-62647 [PRJ-62636]
Planning Commission Meeting of 2/9/2016

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FEB 11 2016
City of Las Vegas
Dept. of Planning

Case: SDR-62647
16301404017
SWANCIGER GARY L TRUST
SWANCIGER GARY L TRS
2270 WESTWIND RD
LAS VEGAS NV 89146-0305

73 LRDGNP1 89146

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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FEB 8 2016
City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-62647 [PRJ-62636]
Planning Commission Meeting of 2/9/2016

Case: SDR-62647
16301404015
PIRACCI JOSEPH E
2330 WESTWIND RD
LAS VEGAS NV 89146-0306

73 LRDCNPI 89146

Submitted after final agenda 6/P
Date 2/8/2016 Item

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-62647 [PRJ-62636]
Planning Commission Meeting of 2/9/2016

Case: SDR-62647
16301404017
SWANCIGER GARY L TRUST
SWANCIGER GARY L TRS
2270 WESTWIND RD
LAS VEGAS NV 89146-0305

73 LRDCNPI 89146

61P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1690

Return Service Requested
Official Notice of Public Hearing

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FEB 8 2016
City of Las Vegas
Dept. of Planning

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-62647 [PRJ-62636]
Planning Commission Meeting of 2/9/2016

Case: SDR-62647
16301404017
SWANCKGER GARY L TRUST
SWANCKGER GARY L TRS
2270 WESTWIND RD
LAS VEGAS NV 89146-0305

73 LRDGNP1 89146

61P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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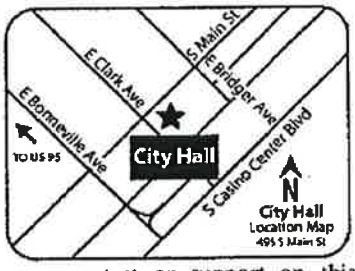
City of Las Vegas
Dept. of Planning

Return Service Requested
Official Notice of Public Hearing



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Case: SDR-62647

16301810009
SAHARA VISTA L L C
93 QUAIL RUN RD
HENDERSON NV 89014

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-62647 [PRJ-62636]
Planning Commission Meeting of 2/9/2016

17 LRDONPI 89014

61A

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

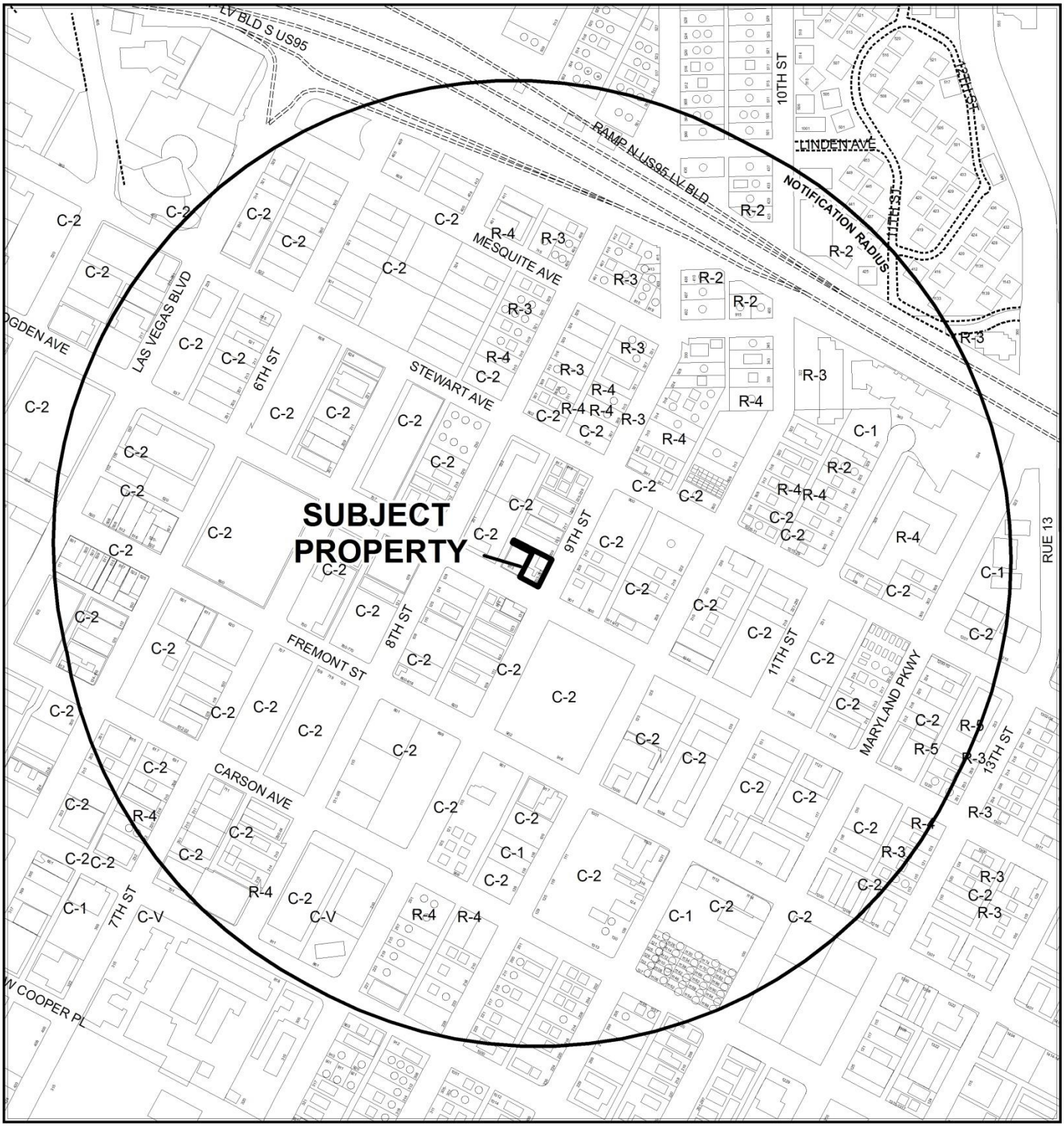
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-63628 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: OGDEN MART, LLC - OWNER: PRESARIO PROPERTIES, LLC - For possible action on a request for a Required Review of the approved REVIEW OF CONDITION (ROC-60336) TO DELETE CONDITION #2 at 823 East Ogden Avenue (APN 139-34-612-047), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - ROC-60336
6. City Council Approval Letter - U-156-96
7. Justification Letter



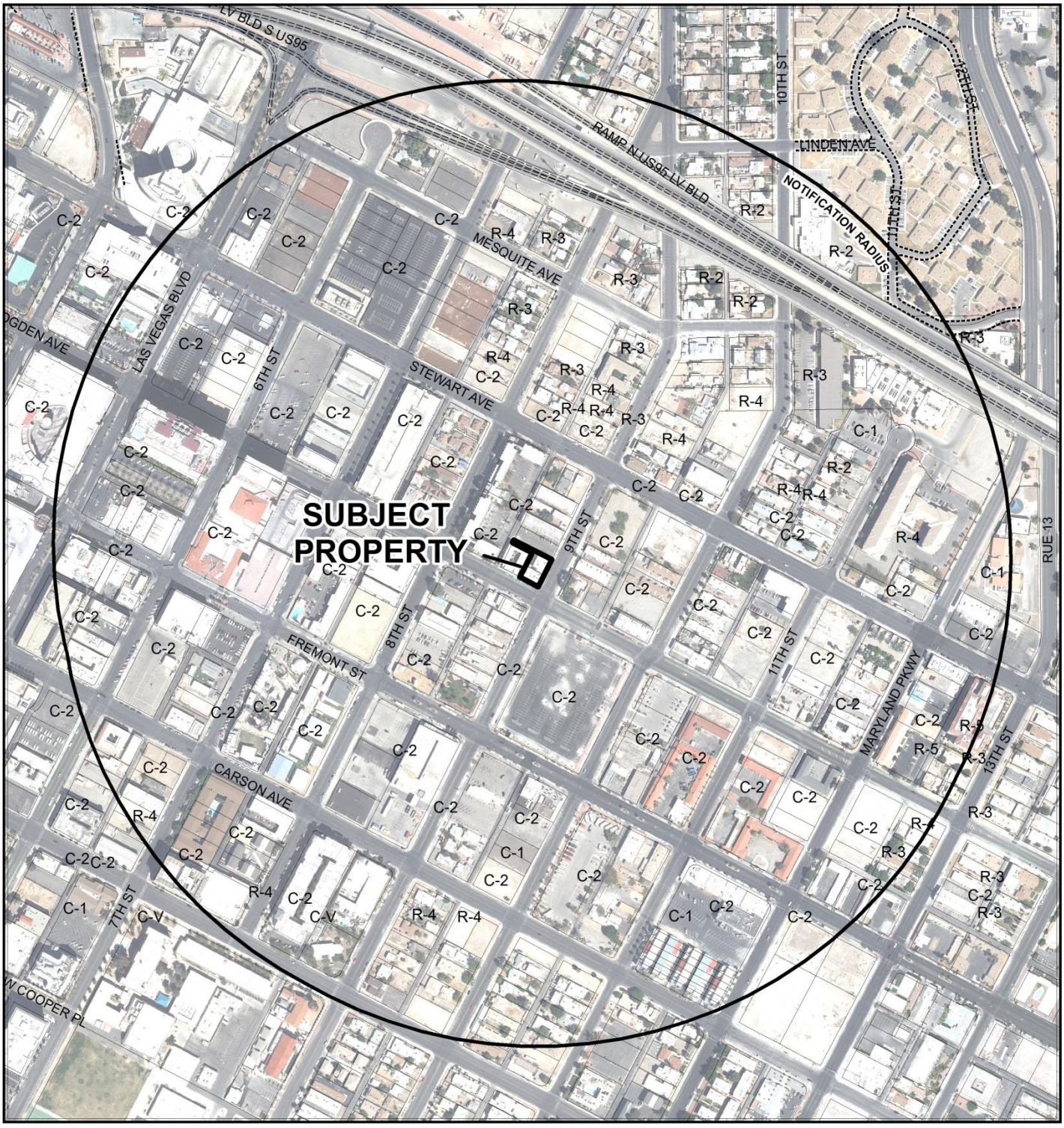
CASE: **RQR-63628**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 400 800 Feet

N



CASE: **RQR-63628**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 400 800 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: OGDEN MART, LLC - OWNER: PRESARIO PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-63628	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-63628 CONDITIONS

Planning

1. Conformance to the condition of approval for Special Use Permit (U-0156-96).

2. No further reviews shall be required.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

RG

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of a Review of Condition (ROC-60336) which deleted condition #2 of Special Use Permit (U-0156-96) which states, "No sale of quart or single cans/bottles of beer". The City Council approved ROC-60336 with a condition requiring a required review at a public hearing before the City Council within six months of approval of the review of condition. The privilege license (L10-00283) has been active since June 23, 2008 at 823 East Ogden Avenue; therefore, staff recommends approval with conditions.

ISSUES

- Condition #2 of Review of Condition (ROC-60336) required a six month review from the date of approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/25/97	The Board of Zoning Adjustment approved a Variance (V-0008-97) to allow no on-site parking where seven spaces are required at the northwest corner of Ogden Avenue and 9th Street. Staff recommended denial.
04/28/97	The City Council approved a Special Use Permit (U-0156-96) for a Beer/Wine/Cooler Off-Sale use within an existing convenience store with a Waiver to allow a reduction of the 400-foot distance separation from an existing church at the northwest corner of Ogden Avenue and 9th Street. The Board of Zoning Adjustment recommended denial. Staff recommended approval.
09/02/15	The City Council approved a Review of Condition (ROC-60336) of an approved Special Use Permit (U-0156-96) TO DELETE CONDITION #2 WHICH STATES "NO SALE OF QUARTS OR SINGLE CANS/BOTTLES OF BEER" at 823 East Ogden Avenue. Staff recommended denial.

Most Recent Change of Ownership	
03/23/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/23/08	A business license (L10-00283) was issued for beer/wine/cooler off-sale at 823 East Ogden Avenue. The license remains active.
07/24/08	A business license (G01-02339) was issued for restricted gaming at 823 East Ogden Avenue.
03/10/16	A code enforcement (#164355) case was initiated at 823 East Ogden Avenue.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/03/16	Staff conducted a field check of the subject site and found window signs facing Ogden Avenue. The owner of the business informed staff the signs will be removed within a week. Staff will conduct a follow up field inspection for compliance regards the window signage.
03/10/16	Staff conducted a follow up field check of the subject site and found less window signs facing Ogden Avenue. The east window still contains sign that is over the threshold allowed for window signage and an "A" frame sign was observed on the sidewalk by the store entrance. This issue was forwarded to code enforcement.

Details of Application Request	
Site Area	
Gross Acres	0.16

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail Beer/Wine/Cooler Off-Sale	MXU (Mixed Use)	C-2 (General Commercial)
North	Hotel, Residence	MXU (Mixed Use)	C-2 (General Commercial)
South	Bailbond Service Church/House of Worship	C (Commercial)	C-2 (General Commercial)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
East	Wedding Chapel	MXU (Mixed Use)	C-2 (General Commercial)
	Multi-Family Residential		
West	Hotel, Motel or Hotel Suites	MXU (Mixed Use)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan (Downtown Gateway District)	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Ogden Avenue	Major Collector	Master Plan of Streets and Highways	80 Feet	Y
9th Street	Major Collector	Master Plan of Streets and Highways	80 Feet	Y

ANALYSIS

The subject site consists of an existing 2,520 square-foot General Retail Store at 823 East Ogden Avenue. In April 28, 1997, the City Council approved a Special Use Permit (U-0156-96) for a Beer/Wine/Cooler Off-Sale use. The applicant requested a Review of Condition to delete condition #2 of Special Use Permit (U-0156-96) that states, "No sale of quarts or single cans/bottles of beer". The City Council approved Review of Condition (ROC-60336) at the

September 2, 2015; City Council meeting, which deleted condition #2. The approval of ROC-60336, condition of approval #1, requires a six month required review. There is one protected use within 400 feet of the subject site and the protected use is a church/house of worship located just south of the subject site. In addition to the church, there is an existing senior citizen apartment complex to the west and multi-family residential units to the north. Therefore, staff recommends approval with conditions.

FINDINGS (RQR-63628)

The subject general retail store was approved for a special use permit for Beer/Wine/Cooler Off-Sale use in 1997 and the appropriate business license have been issued. This is a six month required review of the approved review of condition which allowed the existing establishment to the sale of quarts or single cans/bottle of beer at this location. In 1997, the City Council imposed a condition which allowed no sale of quarts or single cans/bottles of beer. An incident report from the Las Vegas Metropolitan Police Department (LVMPD) did not contain records of incidents involving alcohol related disturbances; therefore, staff recommends approval with conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 35

NOTICES MAILED 324 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-63628** APN: 139-34-612-047

Name of Property Owner: Shabo Properties LLC

Name of Applicant: Ogden MART, LLC

Name of Representative: Basim Shabo

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: Basim Shabo

Subscribed and sworn before me

This 14 day of March, 2016

[signature]

Notary Public in and for said County and State

JULIE HUGHES
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-03-19
Certificate No: 99-51528-1

RECEIVED

MAR 14 2016

City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Selling Single Package, Beer, wine

Project Address (Location) 823 E. Ogden Avenue

Project Name Ogden Beer wine, Project **Proposed Use** N/A

Assessor's Parcel #(s) 139-34-612-047 **Ward #** _____

General Plan: existing _____ proposed K **Zoning:** existing _____ proposed ✓

Commercial Square Footage 2,200 **Floor Area Ratio** _____

Gross Acres .16 **Lots/Units** 2 **Density** .72

Additional Information _____

PROPERTY OWNER Shabo properties LLC **Contact** Billy Shabo

Address 823 E. Ogden Ave **Phone:** 702 300-1783 **Fax:** 702 387-1102

City Las Vegas **State** N.V **Zip** 89101

E-mail Address Billy@USA-GTC.com

APPLICANT Ogden MART, LLC **Contact** Basim Shabo

Address 823. E. Ogden Av **Phone:** 702 300-1783 **Fax:** 702 387-1102

City Las Vegas **State** N.V **Zip** 89101

E-mail Address Billy@USA-GTC.com

REPRESENTATIVE Ogden MART **Contact** BASIM Shabo

Address 823. E Ogden Av **Phone:** 702 300-1783 **Fax:** 702 387-1102

City Las Vegas **State** N.V **Zip** 89101

E-mail Address Billy@USA-GTC.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Basim Shabo

Subscribed and sworn before me

This 14 day of March, 20 16.

_____

Notary Public in and for said County and State

JULIE HUGHES
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-03-19
Certificate No: 99-51528-1

FOR DEPARTMENT USE ONLY

Case #	
Meeting Date:	RECEIVED
Total Fee:	
Date Received:	MAR 14 2016
Received By:	City of Las Vegas Department of Planning

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

RQR-63628 - APPLICANT: OGDEN MART, LLC - OWNER: PRESARIO PROPERTIES, LLC
823 EAST OGDEN AVENUE

RQR-63628 - APPLICANT: OGDEN MART, LLC - OWNER: PRESARIO PROPERTIES, LLC
823 EAST OGDEN AVENUE

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STEVEN D. ROSS
MAYOR PRO TEM

LOIS TARKANIAN
RICKI Y. BARLOW
STAVROS S. ANTHONY
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING

DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.7463
TTY 7-1-1
www.lasvegasnevada.gov

/city of las vegas

September 3, 2015

Mr. David E. Lentes
Presario Properties, LLC
2559 Beechwood Village Court
Henderson, Nevada 89052

RE: ROC-60336 [PRJ-60254] - REVIEW OF CONDITION - PUBLIC HEARING
CITY COUNCIL MEETING OF SEPTEMBER 2, 2015

Dear Mr. Lentes:

The City Council at a regular meeting held on September 2, 2015 ***APPROVED*** a request for a Review of Condition of an approved Special Use Permit (U-0156-96) TO DELETE CONDITION #2 WHICH STATES "NO SALE OF QUARTS OR SINGLE CANS/BOTTLES OF BEER" at 823 East Ogden Avenue (APN 139-34-612-047), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-60254].

This approval is subject to the following conditions:

Planning

1. There shall be a six month Required Review to be heard at City Council as a public hearing.

2. Condition #2 of Special Use Permit (U-0156-96) shall be deleted.

3. Conformance to the conditions of approval of Special Use Permit (U-0156-96) and all other site related actions as required by the Department of Planning and Department of Public Works.

The Notice of Final Action was filed with the Las Vegas City Clerk on September 3, 2015.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Mr. Basim Shabo
Ogden Mart, LLC
823 East Ogden Avenue
Las Vegas, Nevada 89101

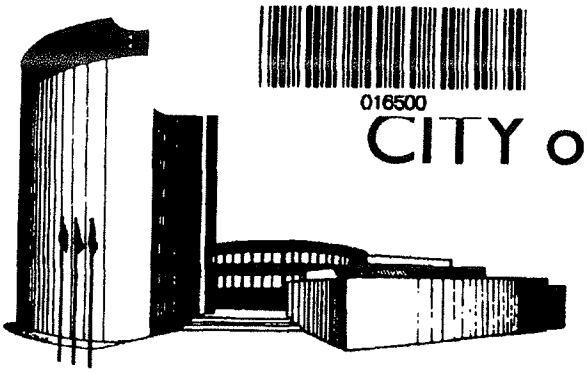
RQR-63628

17684

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q. CALLISTER
MICHAEL J. MCDONALD
GARY REESE

CITY MANAGER
LARRY K. BARTON



016500

CITY of LAS VEGAS

May 5, 1997

Romeo Jurani, Et Al
5157 Ganado Drive
Las Vegas, Nevada 89103-2458

RE: U-156-96 - SPECIAL USE PERMIT

Gentlemen:

The City Council at a regular meeting held April 28, 1997 considered the appeal filed by Kurtis Killingsworth II on behalf of Romeo Jurani, et al from the Denial by the Board of Zoning Adjustment on a request for a Special Use Permit on property located at 207 North Ninth Street for the sale of beer and wine in conjunction with an existing convenience store; and for a waiver of the 400 foot distance separation requirement, C-2 (General Commercial) Zone.

The City Council GRANTED the appeal, thereby APPROVING the Special Use Permit, subject to:

1. The applicant shall receive approval for a Variance to allow a reduction of the required on-site parking from the Board of Zoning Adjustment prior to the issuance of any permits.

2. No sale of quarts or single cans/bottles of beer.

3. All development must be in conformance with the plot plan and elevations.

4. City Code requirements and design standards of all City departments must be satisfied.

An approved Variance or Special Use Permit must be exercised within one year or it becomes null and void, unless a request for an Extension of Time is duly filed with the Planning and Development Department for consideration and approval by the appropriate board.

Sincerely,

BARBARA JO RONEMUS
City Clerk

/cmp

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services
Land Development Services

Mr. Kurtis Killingsworth
Basic Bargain
823 Ogden
Las Vegas, Nevada 89101

400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)

CLV 7009
3810-015-6/95

RQR-63628

OGDEN MART, LLC
SHABO PROPERTIES, LLC
823 E Ogden Ave
Las Vegas, NV 89101

RE: RQR-63628 – REQUIRED REVIEW – SPECIAL USE PERMIT
PREVIOUS CASES: ROC-60336, u-0156-96
823 East Ogden Avenue (APN 139-34-612-047)

Dear Ms Burney:

Pleased be advised that the property as first identified above has been transferred to Shabo Properties, LLC as of December 22, 2015, and there is no further relationship with Presario Properties, LLC.

As per your paragraph 2 of your letter dated March 1, 2016, please note that as per our phone conversation on March 7, 2016 you gave me the option to provide you with this letter indicating that there have been no changes to what was provided to your office previously.

Therefore, I am requesting an action to remove the temporary permit for selling singles only, and transfer to a permanent license.

In addition, for your awareness, the Company has provided excellent service, and has had no public incidences or complications since we were issued the temporary license to sell singles. Also, nothing has changed in the surrounding community. There have been no complaints from the churches or companies adjacent to the property.

I am very appreciative of the opportunity to sell singles, and we strive to keep business procedures in place to provide for a clean and safe environment.

Regards,

Basim Shabo

RECEIVED
MAR 14 2016
City of Las Vegas
Department of Planning

RQR-63628

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

SUBJECT:
CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas Agenda Item No.: **92.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2016

SUBJECT:
COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION