

Inst #: 20220713-0002812

Fees: \$42.00

07/13/2022 04:34:12 PM

Receipt #: 5054080

Requestor:

LAS VEGAS CITY (PLANNING)

Recorded By: WDMN Pgs: 10

Debbie Conway

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

## RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only  
and avoid printing in the 1" margins of document)

APN# 125-06-510-003

(11 digit Assessor's Parcel Number may be obtained at:  
<http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx>)

## TITLE OF DOCUMENT

(DO NOT Abbreviate)

Ordinance No. 6805 First Amendment Bill No. 2022-5

An ordinance to adopt that certain document entitled "Amendment to Amended

and Restated Sunstone Parks Agreement," and to provide for other related matters

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

### RECORDING REQUESTED BY:

Stacey Campbell obo the Planning Department

RETURN TO: Name Stacey Campbell, City of Las Vegas

Address 495 South Main Street - 3rd Floor

City/State/Zip Las Vegas, NV 89101

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

Name n/a

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

This page provides additional information required by NRS 111.312 Sections 1-2.

To print this document properly, do not use page scaling.

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**FIRST AMENDMENT**

**BILL NO. 2022-5**

**ORDINANCE NO. 6805**

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED “AMENDMENT TO AMENDED AND RESTATED SUNSTONE PARKS AGREEMENT,” AND TO PROVIDE FOR OTHER RELATED MATTERS.

|                                          |                                                                                                                                                                                                                    |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sponsored by: Councilwoman Michele Fiore | Summary: Adopts that certain document entitled “Amendment to Amended and Restated Sunstone Parks Agreement,” regarding property located at the southwest corner of Moccasin Road and North Skye Canyon Park Drive. |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The City and the Master Developer of the Sunstone Master Planned Community entered into an Amended and Restated Development Agreement for Sunstone Master Planned Community, dated August 7, 2019, which in turn is related to a more or less contemporaneous agreement between the parties entitled “Amended and Restated Sunstone Parks Agreement.”

SECTION 2: The parties to those agreements having determined to amend the “Amended and Restated Sunstone Parks Agreement” in a mutually beneficial way, that certain document entitled “Amendment to Amended and Restated Sunstone Parks Agreement” was approved by the City Council on March 16, 2022, and has been or will be executed by the parties.

SECTION 3: The City’s Department of Planning having determined that the document

referred to in Section 2 should be considered an amendment to the Amended and Restated Development Agreement, the document entitled "Amendment to Amended and Restated Sunstone Parks Agreement," as approved by the City Council on March 16, 2022, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 4: Following adoption of this Ordinance, the document adopted by Section 3 shall be attached to this Ordinance and recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

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: 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 16<sup>th</sup> day of March, 2022.

APPROVED:

By   
CAROLYN G. GOODMAN, Mayor

ATTEST:

  
LUANN D. HOLMES, MMC  
City Clerk

APPROVED AS TO FORM:

  
Val Steed,  
Deputy City Attorney

2-28-22  
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council  
2 on the 16<sup>th</sup> day of February, 2022, and referred to a committee for recommendation;  
3 thereafter the said committee reported favorably on said ordinance on the 16<sup>th</sup> day of  
4 March, 2022, which was a regular meeting of said Council; that at said regular meeting,  
5 the proposed ordinance was read by title to the City Council as amended and adopted by  
6 the following vote:

7 VOTING "AYE": Mayor Goodman and Councilmembers, Anthony, Fiore  
8 Crear, Knudsen, Seaman and Diaz

9 VOTING "NAY": None

10 EXCUSED: None

11 ABSTAINED: None

12 APPROVED:

13   
14 CAROLYN G. GOODMAN, Mayor

15 ATTEST:

16   
17 LUANN D. HOLMES, MMC City Clerk

**AFFIDAVIT OF PUBLICATION**

STATE OF NEVADA)  
COUNTY OF CLARK) SS:

RECEIVED  
CITY CLERK

2022 MAR 10 A 11:43

**LV CITY CLERK**  
**495 S MAIN ST**  
**LAS VEGAS NV 89101**

**Account # 22515**  
**Ad Number 0001182796**

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 03/03/2022 to 03/03/2022, on the following days:

**03 / 03 / 22**

**FIRST AMENDMENT**  
**BILL NO. 2022-5**

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "AMENDMENT TO AMENDED AND RESTATED SUNSTONE PARKS AGREEMENT," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by:  
Councilwoman Michele Fiore

Summary: Adopts that certain document entitled "Amendment to Amended and Restated Sunstone Parks Agreement," regarding property located at the southwest corner of Moccasin Road and North Sky Canyon Park Drive.

At the City Council meeting of  
February 16, 2022.

BILL NO. 2022-5 WAS READ BY  
TITLE  
AND REFERRED TO A  
RECOMMENDING COMMITTEE

COPIES OF THE COMPLETE  
ORDINANCE ARE AVAILABLE FOR  
PUBLIC INFORMATION IN THE  
OFFICE OF THE CITY CLERK, 2ND  
FLOOR, 495 SOUTH MAIN  
STREET, LAS VEGAS, NEVADA

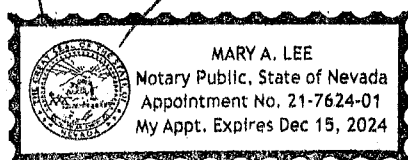
PUB: March 3, 2022  
LV Review-Journal

/S/

**LEGAL ADVERTISEMENT REPRESENTATIVE**

**Subscribed and sworn to before me on this 3rd day of March, 2022**

Notary



AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)  
COUNTY OF CLARK) SS:

RECEIVED  
CITY CLERK

2022 MAR 24 A 11:46

LV CITY CLERK  
495 S MAIN ST  
LAS VEGAS NV 89101

Account # 22515  
Ad Number 0001185410

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 03/19/2022 to 03/19/2022, on the following days:

03 / 19 / 22

**FIRST AMENDMENT  
BILL NO. 2022-5  
ORDINANCE NO. 6805**

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "AMENDMENT TO AMENDED AND RESTATED SUNSTONE PARKS AGREEMENT," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by:  
Councilwoman Michele Flore

Summary: Adopts that certain document entitled "Amendment to Amended and Restated Sunstone Parks Agreement," regarding property located at the southwest corner of Moccasin Road and North Skye Canyon Park Drive.

The above and foregoing ordinance was first proposed and read by title to the City Council on the 16th day of February, 2022, and referred to a committee for recommendation; thereafter the committee reported favorably on said ordinance on the 16th day of March, 2022, which was a regular meeting of said City Council; and that at said regular meeting the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": Mayor Goodman and Councilmembers Anthony Flore, Knudsen, Seaman and Diaz

VOTING "NAY": NONE

EXCUSED: Councilman Crear

COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 2ND FLOOR, 495 SOUTH MAIN STREET, LAS VEGAS, NEVADA

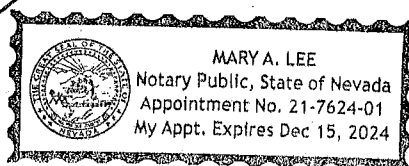
PUB: March 19, 2022  
LV Review-Journal

/S/

LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 21st day of March, 2022

Notary



## AMENDMENT TO AMENDED AND RESTATED SUNSTONE PARKS AGREEMENT

This AMENDMENT TO AMENDED AND RESTATED SUNSTONE PARKS AGREEMENT ("Amendment") is made and entered into as of the last date reflected on the signature page hereto ("Effective Date"), by and between SC East Landco, LLC, a Delaware limited liability company (as attorney-in-fact to Eastland, LLC, a Delaware limited liability company, Northland, LLC, a Delaware limited liability company, and East 95, LLC, a Delaware limited liability company) (collectively, "Master Developer"), and the City of Las Vegas, a municipal corporation of the State of Nevada (the "City", and together with the Master Developer, collectively, the "Parties" and individually, a "Party").

### RECITALS

WHEREAS, Master Developer and the City entered into that certain Amended and Restated Development Agreement for Sunstone Master Planned Community, dated August 7, 2019 (as amended, the "Development Agreement"), which set forth certain obligations, rights, responsibilities, and requirements related to the development of that certain master planned community known as "Sunstone" (collectively, the "Project");

WHEREAS, as contemplated by Sections 3.04(e) and 6.01 of the Development Agreement, Master Developer and the City entered into that certain separate agreement entitled "Amended and Restated Sunstone Parks Agreement", dated on or about August 5, 2019 (the "Parks Agreement"), governing the construction and maintenance of certain parks and common areas within the Project;

WHEREAS, pursuant to Section 7 of the Parks Agreement, the Master Developer is required to convey each Qualified Park to the Master HOA within sixty (60) days of final completion, which is then to be owned and maintained by the Master HOA;

WHEREAS, the Parties agree that Master Developer shall not be required to convey to the Master HOA that certain age-restricted Qualified Park, Park 3, consisting of 6.8 acres ("Park 3"), and instead shall be permitted to convey Park 3 to a third-party, subject to certain conditions.

WHEREAS, the Parties now desire to amend the Parks Agreement to remove the obligation of the Master Developer to convey Park 3 to the Master HOA, and to allow for the Master Developer to convey Park 3 to a third-party, as more particularly described below.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated herein by this reference, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, Assignee, and the City hereby agree as follows:

1. Conveyance of Park 3. Notwithstanding anything to the contrary contained in the Parks Agreement, including, without limitation, Sections 7, 8 and 17, Master Developer shall have no obligation to convey Park 3 to the Master HOA. Master Developer shall be permitted to convey Park 3 to a third-party transferee ("Transferee"), so long as such Transferee: (i) assumes all of the Master Developer's and Master HOA's rights, title, interest, obligations and duties, in, to and under the Parks Agreement with respect to any and all of those provisions that related to Park 3, including, without limitation, those provisions providing for the planning, construction, maintenance and/or governance of Park 3 found in Recital G (Transferee to maintain Park 3), Recital H (Transferee obligated to construct and maintain Park 3) and Sections 1 (Transferee to design and construct Park 3), 2 (Transferee to construct Park 3 pursuant

to Conceptual Plans attached to Park Agreement at Exhibit C), 4 (Transferee to Construct Park 3), 5 (Transferee shall adhere to the Completion Schedule as provided for Park 3), 6 (Transferee shall obtain all appropriate land use entitlements for Park 3 as provided therein), 8 (Transferee required to maintain Park 3 pursuant to the Maintenance Plan attached to the Parks Agreement at Exhibit E), 9 (Transferee can establish rules and regulation as provided therein), 11 (Transferee must restore and reconstruct Park 3 as provided therein), 12 (Transferee is obligated to obtain all necessary permits and licenses as provided therein), 14 (Waiver of RCT dependent on construction of all required parks by Master Developer and Transferee), 16 (City may enforce the terms of the Parks Agreement, including the withholding of residential building permits pursuant to 16(b) upon a default of obligations by Transferee), 17(a) (Master Developer can transfer construction and maintenance obligations to a transferee as provided by this Amendment), 17(d) (Transferee bound by the Parks Agreement as provided therein), 17(e) (this Amendment shall be recorded in the same manner as the Parks Agreement); and (ii) Transferee posts a performance bond in an amount and form, and from a surety which must be approved by the City, securing Transferee's future obligations to construct and maintain Park 3. For avoidance of doubt, upon any such conveyance of Park 3 to a Transferee, the Parties agree that all references in the Parks Agreement to Master Developer relating or pertaining to Park 3 shall be replaced with and refer to such Transferee, and all references to the Master HOA planning, constructing, maintaining and/or governing Park 3 shall be replaced with and refer such Transferee.

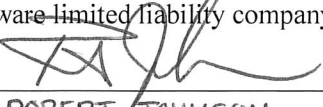
2. Miscellaneous. The Parks Agreement, as modified hereby, shall remain in full force and effect. In the event of a conflict between the terms of the Parks Agreement and the terms of this Amendment, this Amendment shall govern and control. Any capitalized terms undefined herein shall have the meaning ascribed to them in the Parks Agreement. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, legal representatives, successors-in-title, and assigns whether by voluntary action of the Parties or by operation of law. The persons executing below on behalf of the Parties hereby represent and warrant that they have all requisite and necessary power and authority to execute and bind the Parties, respectively. Each Party shall be responsible for its own attorneys' fees and costs in the negotiation and preparation of this Amendment. This Amendment may be executed in email/pdf counterparts. Time is of the essence.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

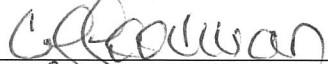
**MASTER DEVELOPER:**

**SC EAST LANDCO, LLC,**  
a Delaware limited liability company

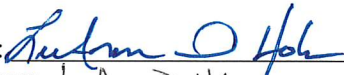
By:   
Name: ROBERT JOHNSON  
Title: AUTHORIZED AGENT  
Date: 6/16/22

**CITY:**

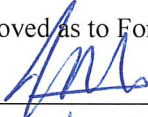
**City of Las Vegas, Nevada**

By:   
Name: Carolyn G Goodman  
Title: Mayor  
Date: 7/11/2022

**Attest:**

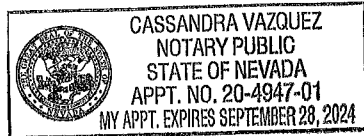
By:   
Name: Lu Ann D. Holmes  
Title: City Clerk

**Approved as to Form:**

By:   
Name: JAMES B LEWIS  
Title: DEPUTY CITY ATTORNEY  
Date: 7/7/2022

STATE OF NEVADA                     )  
                                                           )ss:  
COUNTY OF NEVADA                     )

This instrument was acknowledged before me on this 16<sup>th</sup> day of JUNE, 2022, by ROBERT JOHNSON, as AUTHORIZED AGENT of SC East Landco, LLC, a Delaware limited liability company.



NOTARY PUBLIC

A handwritten signature in black ink, appearing to read "Cassandra Vazquez", written over a horizontal line.

My Commission Expires: 9/28/2024