

# City of Las Vegas

**REAL ESTATE COMMITTEE MEETING  
CITY HALL, 400 STEWART AVENUE  
CITY MANAGER'S CONFERENCE ROOM, EIGHTH FLOOR  
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>  
MONDAY, NOVEMBER 17, 2003  
3:00 P.M.**

**REAL ESTATE COMMITTEE – COUNCILMAN WEEKLY AND COUNCILWOMAN MONCRIEF**

**NOTE: EITHER OF THE TWO ALTERNATE MEMBERS OF THE REAL ESTATE COMMITTEE MAY SUBSTITUTE FOR A MEMBER OF THE REAL ESTATE COMMITTEE AT ANY TIME.**

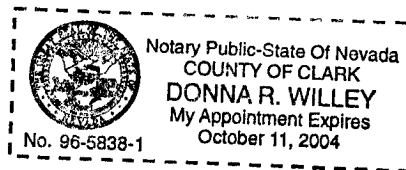
**CALL TO ORDER**

**ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW**

**NEW BUSINESS:**

1. Discussion and possible action regarding a Land Lease Agreement between the City of Las Vegas and Pacific Bell Wireless, LLC, d/b/a Cingular Wireless for a wireless communications system located on approximately 242 square feet of property located at 1651 South Buffalo Drive, commonly known as All American Park (\$548,496 revenue for duration of contract - Capital Improvement Projects/Miscellaneous Rentals) - Ward 1 (Moncrief)
2. Discussion and possible action regarding a Interlocal Agreement with the Las Vegas Valley Water District for water service at Washington Buffalo Park Phase 1B (\$1,811,617 - Capital Improvement Project) - Ward 4 (Brown)
3. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District containing 525 square feet to the Water District to service the Washington Buffalo Park Phase 1B, APN 138-28-301-004 - Ward 4 (Brown)
4. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District containing 225 square feet to the Water District to service the Washington Buffalo Park Phase 1B, APN 138-28-301-004 - Ward 4 (Brown)
5. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District containing 36 square feet to the Water District to service the Washington Buffalo Park Phase 1B, APN 138-28-301-004 - Ward 4 (Brown)
6. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District containing 1,400 square feet to the Water District to service the Washington Buffalo Park Phase 1B, APN 138-28-301-004 - Ward 4 (Brown)
7. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District containing 96 square feet to the Water District to service the Washington Buffalo Park Phase 1B, APN 138-28-301-004 - Ward 4 (Brown)
8. Discussion and possible action regarding entering into negotiations with HELP USA to give them property from the former MASH site at 1559 North Main Street after the completion of the parcel map and allocate \$100,000 of HOME funds to HELP USA for the predevelopment expenses of building housing on the parcel - Ward 5 (Weekly)
9. Discussion and possible action regarding a First Amendment to Development Agreement between the City of Las Vegas and the Howard Hughes Corporation for the Summerlin West Area - Wards 2 and 4 (L.B. McDonald and Brown)
10. Discussion and possible action regarding the Pueblo Park Transfer and Maintenance Agreement between the City of Las Vegas, the Howard Hughes Corporation, the Summerlin Council and the Summerlin North Community Association for the Summerlin North Area - Ward 4 (Brown)

**(Mailing required under the provisions of NRS Chapter 241)**





**REAL ESTATE COMMITTEE AGENDA**  
**REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 17, 2003**

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

**MINUTES:**

PRESENT: COUNCILMAN WEEKLY and COUNCILWOMAN L.B. McDONALD

Also Present: DEPUTY CITY MANAGER BETSY FRETWELL, DEPUTY CITY ATTORNEY TERESITA PONTICELLO, REAL ESTATE AND ASSET MANAGEMENT DIVISION MANAGER DAVID ROARK, and DEPUTY CITY CLERK GABRIELA S. PORTILLO-BRENNER

ANNOUNCEMENT MADE – Meeting noticed and posted at the following locations:

City Hall Plaza, Posting Board

Court Clerk's Bulletin Board, City Hall

Las Vegas Library, 833 Las Vegas Boulevard North

Senior Citizens Center, 450 E. Bonanza Road

Clark County Government Center, 500 S. Grand Central Pkwy

(3:06)

1-1

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 17, 2003**

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**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

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**CONSENT**

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**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Land Lease Agreement between the City of Las Vegas and Pacific Bell Wireless, LLC, d/b/a Cingular Wireless for a wireless communications system located on approximately 242 square feet of property located at 1651 South Buffalo Drive, commonly known as All American Park (\$548,496 revenue for duration of contract - Capital Improvement Projects/Miscellaneous Rentals) - Ward 1 (Moncrief)

**Fiscal Impact**

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**No Impact**

**Amount:** \$548,496 revenue

☐

**Budget Funds Available**

**Dept./Division:** Public Works/Real Estate

☐

**Augmentation Required**

**Funding Source:** CIP/Misc. Rentals

**PURPOSE/BACKGROUND:**

On 9/3/03 Council approved staff entering into negotiations with multiple cellular companies for future cell tower land leases. This contract is for 242 square feet and will construct an antenna atop of an existing light pole and foundation, equipment shelter and security fencing. Cingular Wireless shall pay the City a one-time administrative fee of \$1,000 and a one-time park maintenance use fee of \$4,000. The initial term is for five years with three five year options.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Land Lease Agreement

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN L.B. McDONALD recommended Item 1 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.**

**MINUTES:**

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that this lease agreement with Cingular Wireless is for the installation of an antenna on an existing football light standard. The unobtrusive antenna will be about eight inches in width and two feet long. Cingular will also install a brick enclosure to match the nearby existing City trash enclosure. Staff recommends approval.

REAL ESTATE COMMITTEE MEETING OF NOVEMBER 17, 2003

Public Works

Item 1 - Discussion and possible action regarding a Land Lease Agreement between the City of Las Vegas and Pacific Bell Wireless, LLC, d/b/a Cingular Wireless for a wireless communications system located on approximately 242 square feet of property located at 1651 South Buffalo Drive, commonly known as All American Park (\$548,496 revenue for duration of contract - Capital Improvement Projects/Miscellaneous Rentals)  
- Ward 1 (Moncrief)

**MINUTES – Continued:**

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:06 – 3:08)

1-7

LAND LEASE AGREEMENT/CELL TOWER

This Land Lease Agreement (hereinafter "Lease") is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor") and Pacific Bell Wireless, LLC, a Nevada limited liability company DBA Cingular Wireless (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, Lessee is in need of Wireless Communications System facilities, including, but not limited to antennae atop of an existing light pole, equipment shelter, and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of All American Park, 1651 S. Buffalo Drive, Las Vegas, NV, generally located in the vicinity of Buffalo Drive and Charleston Boulevard; and

WHEREAS, the facilities proposed to be constructed by Lessee will allow business and residential subscribers to access and/or make telephone calls to each other using wireless communications devices; and

WHEREAS, the Lessor has determined that entering into a Lease of public land at the aforementioned location, permitting Lessee to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as use by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land, will benefit the public.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Lease are the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor"), and Pacific Bell Wireless, LLC, a Nevada limited liability company DBA Cingular Wireless (hereinafter "Lessee").

2. DEFINITIONS:

As used in this Lease the following terms, when capitalized, have the meaning indicated:

- 2.1 "Backhaul Network" means the physical network that connects cells to a central switching point or the Public Switch Telephone Network ("PSTN").

- 2.2 "Cell Site" means the location of a transmitter/receiver and Backhaul Network interface, which provides telephone or telecommunications type service to subscribers. The locations include whole mounted receiver/transmitter units, receiver/transmitter units located on new or existing antenna structures, receiver/transmitter units located in buildings and on rooftops.
- 2.3 "FCC" means the Federal Communications Commission or its legally appointed successor.
- 2.4 "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901) et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 2.5 "Manager" means the City Manager or his or her designee.
- 2.6 "Wireless Communications System" means any system which uses a form of cellular telephone or other form of wireless communication which allows business and residential subscribers to access and/or make telephone calls for



voice or data through the Wireless Communications System or over the Public Switched Telephone Network ("PSTN") using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

- 3.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately 242 square feet of property located at 1651 S. Buffalo Drive, Las Vegas, NV, commonly known as All American Park, (hereinafter "Premises"). A description of the Premises, as depicted on the Site Map, is attached hereto and incorporated herein as Exhibit "A". The Premises are leased for the express purpose of Lessee constructing, operating, and maintaining a Wireless Communications System facility in accordance with the terms and conditions set forth herein. All facility plans must be approved by the City as provided for in Section 8.1, and meet all applicable building codes and requirements. Construction may include, but not be limited to, antennae atop of an existing light pole, equipment shelter, and security fencing. Lessee shall contact the City's Parks/Open Spaces Division at (702) 229-6571 ten (10) days prior to commencement of construction.

4. TERM:

- 4.1 The initial term of this Lease is five (5) years. The term will begin on the first day of the month following 90 days after the execution of this Lease by Lessor (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").
- 4.2 Additionally, Lessee shall have the right to renew this Lease for three (3) additional terms of five (5) years. This Lease shall automatically be extended for each successive renewal term, unless Lessee notifies Lessor in writing of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

- 5.1 The total rental payment for the First year of the term of this Lease shall be One Thousand Seven Hundred and No/100ths Dollars (\$1,700.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payment not paid by the fifteenth (15th) of the month shall be considered late and the Lessor may charge a late fee equal to ten percent (10%) of the amount due.
- 5.2 Beginning with the Second year of the Lease Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be adjusted by multiplying the immediately preceding term, for which the rent has remained constant, by three percent (3%).
- 5.3 The "Rental Fees" schedule, attached hereto as Exhibit "B" of this Lease, will detail the rent for the original term and each subsequent renewal term.
- 5.4 Within sixty (60) days after the full execution of this Lease, Lessee shall pay Lessor a one-time fee in the amount of One Thousand and No/100ths Dollars (\$1,000.00) for one-time administrative payment and Lessee shall pay Lessor a one-time fee in the amount of Four Thousand and No/100ths Dollars (\$4,000.00) for Park Maintenance use.

6. INGRESS, EGRESS AND UTILITY EASEMENT:

- 6.1 Lessor hereby grants to Lessee an easement for ingress, egress, regress and utilities over properties of Lessor adjacent to the Premises for construction and maintenance of the structures on the Premises, for the installation, construction, and maintenance of underground and above ground telephone, telegraph, and power lines in connection with its use of the Premises and for access to the Premises from a public road (hereinafter "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii)

removal by Lessee of all of its property from the Premises, not to exceed thirty (30) calendar days, after expiration of the Lease Term. The location of the Easement shall be agreed upon by the parties not later than ninety (90) calendar days after the date of execution of this Lease and shall be included in any recorded Memorandum of this Lease. Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. In addition, at Lessee's request and expense, this Easement shall be set forth in a separate Easement Agreement which Lessor and Lessee agree to execute and which Lessee shall have recorded as an encumbrance on the property of Lessor and be binding upon all subsequent owners, successors and assigns.

7. TITLE AND QUIET POSSESSION:

- 7.1 Lessor represents and covenants that Lessor owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which Lessee may obtain. As a condition to Lessee's obligation hereunder Lessor will, within ten (10) business days of the date of execution of this Lease, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to Lessee.
- 7.2 Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises and Easement throughout the Lease Term.

8. USE OF THE LICENSED PREMISES, PERMITS, AND LIENS:

- 8.1 Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a Wireless Communications System. Lessee shall have the right to

construct antennae atop of an existing light pole and foundation, equipment shelter and security fencing, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. Lessor shall give such approval or provide its request for changes within ten (10) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such ten (10) business day period, Lessor shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. The equipment installed in the equipment shelter shall belong to Lessee and be considered its personal property.

- 8.2 Lessee shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the Premises by Lessee shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the Lessor, or radio frequencies utilized by the aviation industry. The Lessor shall have the right to engage independent testing companies to perform at the expense of Lessee reasonable and appropriate testing to determine if the operation of the facilities and equipment by Lessee cause any unreasonable interference with any pre-existing telecommunication operations by Lessor after Lessee has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). The Lessor and its agents shall have the right during the term of the Lease to examine Lessee's transmitter equipment and facilities in order to detect any potential interference with the

Lessor's pre-existing telecommunication uses, provided that Lessee's representative is present during such examinations.

- 8.3 In the event the Lessor determines that Lessee has caused interference in violation of this Lease, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits Lessor's operations at the Premises, and Lessee does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) calendar days, or if there are intermediate levels of interference and Lessee does not correct or commence to correct such interference within thirty (30) calendar days, Lessee shall discontinue operating such equipment, on Lessor's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Lessor agrees that Lessor and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that does not cause interference to Lessee.
- 8.4 Lessee shall hold Lessor harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Lease.
- 8.5 It is understood and agreed that Lessee's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of Lessee's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that Lessee is unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease at its sole discretion on thirty (30) calendar days written notice to the Lessor. Such termination shall cause forfeiture of the sums theretofore paid by Lessee and of

the Lease granted hereunder. Notice from Lessee shall be given in accordance with the regular notice procedures as hereinafter set forth.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

- 9.1 During the Term of this Lease, Lessee shall comply with all applicable laws affecting the Premises. Lessee shall not commit or suffer to be committed any waste on the Premises or any nuisance. Lessee shall obtain any necessary governmental licenses or authorizations required for the construction and use of the structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to Lessor as same are issued.

10. ASSIGNMENT AND SUBLEASING:

- 10.1 Lessee may not sublet space on its telecommunications tower located within the Premises without Lessor's consent, provided that every Sublessee of Lessee shall enter into a separate lease agreement with Lessor for ground space on Lessor's property. The making of any such sublease shall not release Lessee from any of Lessee's obligations hereunder. Lessee shall not be permitted to sublet any land area or property within the leased Premises without the prior written consent of Lessor. Lessee shall not assign or otherwise transfer all or any part of its interest in this Lease or in the Premises without the prior written consent of Lessor, such consent not to be unreasonably withheld; provided, however, the Lessee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) of its stock or assets. Upon assignment by either Lessee or Lessor, such party shall be relieved of all future performance, liabilities, and obligations under this Agreement. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has

obligations for furrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Lease shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO LESSOR:

City of Las Vegas  
Attn: Manager  
Department of Public Works/Real Estate & Assets  
400 Stewart Avenue, 4<sup>th</sup> Floor  
Las Vegas, Nevada 89101

WITH A COPY TO:

City of Las Vegas  
City Attorney's Office, 9th Floor  
Las Vegas, Nevada 89101

TO LESSEE:

Cingular Wireless  
Attn: Network Real Estate Contract Processing  
6100 Atlantic Boulevard  
Norcross, Georgia 30071

WITH A COPY TO:

Cingular Wireless  
Attn: Network Deployment Manager  
1211 Town Center Drive, Suite 100  
Las Vegas, Nevada 89144

WITH A COPY TO:

Cingular Wireless  
Attn: Legal Department  
2521 Michelle Drive, 2<sup>nd</sup> Floor  
Tustin, California 92780

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

12. OPERATING EXPENSE:

12.1 Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by Lessee throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with Lessee's use, operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the antennae and Lessee's related facilities.

14. INSURANCE:

14.1 At the time of execution of this Lease by Lessee, Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by Lessee, its agents, representatives, employees or subcontractors. The minimum insurance requirements that Lessee must comply with to fulfill this obligation to procure and maintain insurance for this Lease is attached hereto as Exhibit "D" labeled "Insurance Requirements". The reference in Exhibit "D" to Contractor shall be deemed to refer to Lessee and the reference to Lessor's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

15.1 Lessee shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. Lessor shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with Lessee's use of the Premises and Easement.



16. HOLD HARMLESS:

- 16.1 Lessee shall defend, indemnify and hold Lessor harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from the physical structure or actions of Lessee (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept, stored or maintained at the risk of Lessee. Subject to the limits of liability set forth in NRS 41.035, Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.
- 16.2 Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to Lessee's use or generation of Hazardous Materials.

- 16.3 Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by Lessor.

17. HAZARDOUS MATERIALS.

- 17.1 Lessor represents and warrants, to the best of Lessor's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Lease (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) Lessor shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, Lessor shall promptly take any and all remedial and removal action as required by law to clean up the Premises, mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.
- 17.2 Lessor represents and warrants to Lessee that Lessor has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the

Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

- 17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors, and assigns and shall survive the term of this Lease and any renewal periods thereof.

18. LESSEE'S PERFORMANCE AND SURRENDER:

- 18.1 Lessee shall pay the Rent and all other sums required to be paid by Lessee hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Lessor the Premises subject to the other provisions of this Lease.
- 18.2 Upon termination of this Lease, Lessee shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Lease, including but not limited to, foundations up to the water level, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

- 19.1 This Lease may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of a Wireless Communications System; (c) by Lessee if the Premises

are or become unacceptable to Lessee under Lessee's design or engineering specification or its Wireless Communications System; (d) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; (e) Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) utilities necessary for Lessee's use of the Premises are not available to the Premises; or (g) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises. In the event of termination by Lessee pursuant to item (g), Lessee shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the Lessee's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by Lessor.

19.2 Within thirty (30) calendar days of the termination or expiration of this Lease, Lessee shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, Lessee shall not damage the Premises. If the time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay a lease fee at the then existing lease fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

20.1 Each of the following events shall constitute a default of this Lease by Lessee:

20.1.1 If Lessee fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues for a period of thirty (30) calendar days after written notice is given to Lessor.

20.1.2 Intentionally omitted.

- 20.2 The Lessor shall have the right, while any default continues by giving thirty (30) calendar days written notice to Lessee, to terminate this Lease and remove or require Lessee to remove Lessee's equipment from the Premises, without prejudice to any other remedy which Lessor might be entitled to herein. No portion of Lessee's Rent shall be refunded in the event of a termination or default.
21. BINDING ON SUCCESSORS:
- 21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
22. GOVERNING LAW:
- 22.1 The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Nevada.
23. ENTIRE AGREEMENT:
- 23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.
24. SURVEY AND TESTING:
- 24.1 Lessee shall have the right for ninety (90) business days from the execution of this Lease to survey, soil test, and make any other investigations necessary to determine if the surface of the Premises is suitable for construction of Wireless Communications System facilities. If Lessee, within the above stated time determines that for any reason the Premises is not suitable, this Lease, upon thirty (30) calendar days written notice given to Lessor, shall become null and

void; provided that at Lessee's sole expense the Premises shall be promptly restored to its condition prior to such testing and investigations and provided further that Lessee shall deliver copies of all soil tests and investigation reports to Lessor.

25. OIL, GAS AND MINERAL RIGHTS:

25.1 Lessor does not grant, lease, let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Lease covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Lease covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to Lessee under the terms of this Lease.

26. MECHANIC'S LIENS:

26.1 Lessee will not cause any mechanic's or materialman's lien to be placed on the Premises, unless Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee.

27. HEADINGS:

27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

28. TIME OF ESSENCE:

28.1 Time is of the essence for Lessor's and Lessee's obligation under this Lease.

29. SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Lease of the Premises or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Lease.

31. PEACEFUL POSSESSION:

31.1 Lessor covenants that Lessee, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Lease and any renewal Terms.

32. COMPLIANCE WITH LAWS:

32.1 In performing under this Lease, Lessee shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Premises as may be necessary in order to comply with the Americans With Disabilities Act or any other applicable laws when such changes arise by virtue of Lessee's use of the Premises.

- 32.2 Nothing in this Lease shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to Lessee's use of the Premises.
33. SPECIAL PROVISIONS:
- 33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.
- 33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Lease does not authorize the use of the Premises for the redistribution of radio frequencies not directly related to a Wireless Communications System.
- 33.3 Lessee shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Lease shall be considered automatically revoked without further action by the Lessor if the unauthorized use is not corrected within thirty (30) calendar days after notice by the Lessor to abate any unauthorized use. Lessee shall cease use of the facilities in the Premises and take appropriate action as authorized by the Lessor to remove the facilities from the Premises.
- 33.4 This Lease does not authorize Lessee to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Lease shall not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law.
- 33.5 This Lease does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by Lessee or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Lease shall not be in any manner considered a waiver or



relinquishment of any right or claim the Lessor may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.

33.6 Should Lessee, at any time during the Term of this Lease, be deprived of the use of the Premises, or any part thereof, the Lessor will proportionately abate the rent during this time, and Lessee shall have no other recourse against the Lessor for the Lessor's failure to provide Lessee the use of the Premises set forth herein.

33.7 For purposes of this Lease, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Lease or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If Lessee disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.

33.8 Lessor retains the right to inspect the Premises at any time during the Lease Term or any extensions thereof. The Lessor shall give Lessee prior notice of such inspection and Lessee shall have the right to accompany the Lessor on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

34.1 Should Lessee hold over after the expiration of this Lease, such holding over shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Lease upon Lessor and Lessee shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by Lessee.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of Lessor hereunder, if Lessee shall at any time during the Term of this Lease be or become insolvent, voluntarily or involuntarily, or if Lessee shall compound Lessee's debts or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for Lessee's property, or in the event Lessee shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this lease shall be terminated at the option of Lessor, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling Lessor to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of Lessor and Lessee, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Lease or any other Agreement continued herein in the manner contemplated hereby.

39. INTERPRETATION:

39.1 Each party to this Lease and its counsel will have reviewed and revised this Lease. 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 Lease or in any amendments or exhibits to this Lease.

40. RENT PAYMENT:

40.1 Lessee's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue, Las Vegas, Nevada 89101.

41. DATE OF LEASE:

41.1 The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Lease. The parties therefore agree that whenever the term "Date of Execution of this Lease" or words of similar import are used herein, they shall mean the date upon which this Lease has been duly executed by Lessor.

42. MODIFICATIONS OR 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 & Asset Management Division of the City's Department of Public Works shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Records Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

43. WAIVER OF LESSOR'S LIEN:

Lessor waives any lien rights it may have concerning Lessee's Wireless Communications System facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

44. DISCLOSURE OF PRINCIPALS:

In order to satisfy Resolution R-105-99 adopted by the City of Las Vegas City Council on November 17, 1999, PACIFIC BELL WIRELESS, LLC, will provide a disclosure in the form attached hereto as Exhibit "E". If PACIFIC BELL WIRELESS, LLC, or its principal 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 (ERISA), and attaches current copies of such federal disclosures to Exhibit "E", the requirement of this Section shall be satisfied. Throughout the term hereof, PACIFIC BELL WIRELESS, LLC, shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

ATTEST:

"Lessor"  
CITY OF LAS VEGAS

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

\_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

"Lessee"  
PACIFIC BELL WIRELESS, LLC,  
a Nevada limited liability company  
By: GSM Facilities, LLC, its sole member  
By: Cingular Wireless, LLC, its agent

Thomas R. Green 10/27/03  
City Attorney Date

By: \_\_\_\_\_  
MARK APPEL, Director of Network Operations

ACKNOWLEDGEMENTS

STATE OF NEVADA     )  
                              ) ss.  
COUNTY OF CLARK    )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BARBARA JO RONEMUS, City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
NOTARY PUBLIC, in and for said  
County and State

STATE OF NEVADA     )  
                              ) ss.  
COUNTY OF CLARK    )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, personally appeared before me, a Notary Public in and for said County and State, \_\_\_\_\_, known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that \_\_he\_\_ executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
NOTARY PUBLIC, in and for said  
County and State

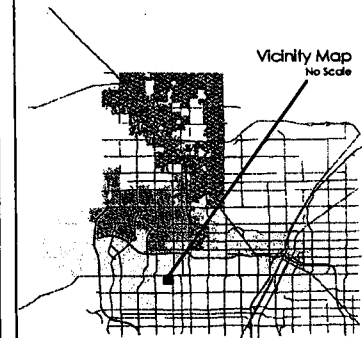
When recorded, mail to:

City of Las Vegas  
Attn: Manager  
Department of Public Works/Real Estate & Assets  
400 Stewart Avenue, 4th Floor  
Las Vegas, Nevada 89101

EXHIBIT "A"



## Site Map



Real Estate & Asset Management



Date of Data: 2003/09/18

## **EXHIBIT "B"**

### **RENTAL FEES**

#### **MONTHLY/YEARLY RENTAL PAYMENT CALCULATIONS**

| <b>INITIAL 5-YEAR TERM</b> | <b>MONTHLY RENTAL<br/>PAYMENT</b> | <b>TOTAL YEARLY<br/>AMOUNT</b> |
|----------------------------|-----------------------------------|--------------------------------|
| 1st YEAR                   | \$1,700.00                        | \$20,400.00                    |
| 2nd YEAR                   | \$1,751.00                        | \$21,012.00                    |
| 3rd YEAR                   | \$1,804.00                        | \$21,648.00                    |
| 4th YEAR                   | \$1,858.00                        | \$22,296.00                    |
| 5th YEAR                   | \$1,914.00                        | \$22,968.00                    |

| <b>FIRST 5-YEAR<br/>RENEWAL TERM</b> | <b>MONTHLY RENTAL<br/>PAYMENT</b> | <b>TOTAL YEARLY<br/>AMOUNT</b> |
|--------------------------------------|-----------------------------------|--------------------------------|
| 1st YEAR                             | \$1,971.00                        | \$23,652.00                    |
| 2nd YEAR                             | \$2,030.00                        | \$24,360.00                    |
| 3rd YEAR                             | \$2,091.00                        | \$25,092.00                    |
| 4th YEAR                             | \$2,154.00                        | \$25,848.00                    |
| 5th YEAR                             | \$2,219.00                        | \$26,628.00                    |

| <b>SECOND 5-YEAR<br/>RENEWAL TERM</b> | <b>MONTHLY RENTAL<br/>PAYMENT</b> | <b>TOTAL YEARLY<br/>AMOUNT</b> |
|---------------------------------------|-----------------------------------|--------------------------------|
| 1st YEAR                              | \$2,286.00                        | \$27,432.00                    |
| 2nd YEAR                              | \$2,355.00                        | \$28,260.00                    |
| 3rd YEAR                              | \$2,426.00                        | \$29,112.00                    |
| 4th YEAR                              | \$2,499.00                        | \$29,988.00                    |
| 5th YEAR                              | \$2,574.00                        | \$30,888.00                    |

| <b>THIRD 5-YEAR<br/>RENEWAL TERM</b> | <b>MONTHLY RENTAL<br/>PAYMENT</b> | <b>TOTAL YEARLY<br/>AMOUNT</b> |
|--------------------------------------|-----------------------------------|--------------------------------|
| 1st YEAR                             | \$2,651.00                        | \$31,812.00                    |
| 2nd YEAR                             | \$2,731.00                        | \$32,772.00                    |
| 3rd YEAR                             | \$2,813.00                        | \$33,756.00                    |
| 4th YEAR                             | \$2,897.00                        | \$34,764.00                    |
| 5th YEAR                             | \$2,984.00                        | \$35,808.00                    |

**EXHIBIT "C"**

**PLANS & DETAILS**

Due to the size and volume of Exhibit "C" it is on file with the City Clerk's Office, 400 Stewart Avenue, 1st Floor, Las Vegas, Nevada 89101.



## **EXHIBIT "D"**

### **INSURANCE REQUIREMENTS**

A. Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100<sup>th</sup> Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100<sup>th</sup> Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Lease Agreement and as a condition to this Lease Agreement continuing in force and effect, Lessee shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and Lessee. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

C. In the event that the Lessee fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Lease.

D. Subject to NRS 41.035, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

**WAIVER OF SUBROGATION.** Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.



**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 17, 2003**

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**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

☐

**CONSENT**

☒

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Interlocal Agreement with the Las Vegas Valley Water District for water service at Washington Buffalo Park Phase 1B (\$1,811,617 - Capital Improvement Project) - Ward 4 (Brown)

**Fiscal Impact**

☐

**No Impact**

**Amount: \$1,811,617**

☒

**Budget Funds Available**

**Dept./Division: PW/Engineering Integration**

☐

**Augmentation Required**

**Funding Source: Capital Improvement Project**

**PURPOSE/BACKGROUND:**

A necessary part of this project is the installation of water service. Before the Las Vegas Valley Water District will sign the service connection documents and allow the City to install the water service, the Interlocal Agreement with conditional water commitment must be executed and the required fees paid.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

1. Interlocal Agreement No. 109617
2. Site Map

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN L.B. McDONALD recommended Item 2 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.**

**MINUTES:**

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, explained that this Interlocal agreement is required in order to build the City's water facilities. This is for the first phase of the Washington/Buffalo Park. Staff recommends approval.

REAL ESTATE COMMITTEE MEETING OF NOVEMBER 17, 2003

Public Works

Item 2 - Discussion and possible action regarding a Interlocal Agreement with the Las Vegas Valley Water District for water service at Washington Buffalo Park Phase 1B (\$1,811,617 - Capital Improvement Project) - Ward 4 (Brown)

**MINUTES – Continued:**

COUNCILWOMAN McDONALD questioned the perimeters of the site. MR. ROARK responded that it includes almost the entire side of the 150 acres, but not the bottom side of the map. It would be north of Summerlin Parkway. The blue section of the map simply identifies the parcels involved.

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:08 – 3:09)

**INTERLOCAL AGREEMENT FOR  
CITY OF LAS VEGAS  
WASHINGTON BUFFALO PARK PHASE 1B  
BID NO. 03.15341.08**

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 quasi-municipal corporation 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 the development of real property located on the south side of Washington Avenue, between Buffalo Drive and Durango Drive, further described as Clark County Assessor's Parcel Number 138-28-301-004, and has submitted plans for the development of a park, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property as a park 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 real 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 a park, located on the south side of Washington Avenue, between Buffalo Drive and Durango Drive. 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. 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:

**CITY OF LAS VEGAS – WASHINGTON BUFFALO PARK PHASE 1B**  
Utility 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.

## 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. Upon receipt of Frontage Connection Charges from others, to refund to the CITY all Frontage Connection Charges received in accordance with the DISTRICT'S Service Rules for direct connections to the water main(s) installed under this Agreement up to a maximum amount of Five Thousand Four Hundred Seventy-four and No/100\*\*\*\*\*dollars (\$5,474.00) or for a period of ten (10) years from the effective date of this Agreement, whichever occurs first. This right to a refund is not to be construed as a guarantee or a promise by the DISTRICT that the DISTRICT will receive or elect to receive frontage connection charges that are refundable to the CITY.

### 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:
  - 1. 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
  - 2. 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.
- 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, 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 Federal Civil Rights 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 \_\_\_\_\_, 200\_\_\_\_\_.

APPROVED AS TO FORM:

 11/4/03

City Attorney - *DEPUTY*

ATTEST:

CITY OF LAS VEGAS

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

BY: \_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

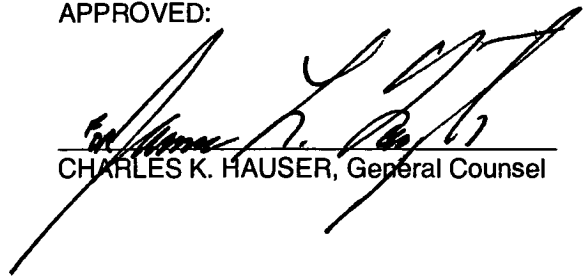
ATTEST:

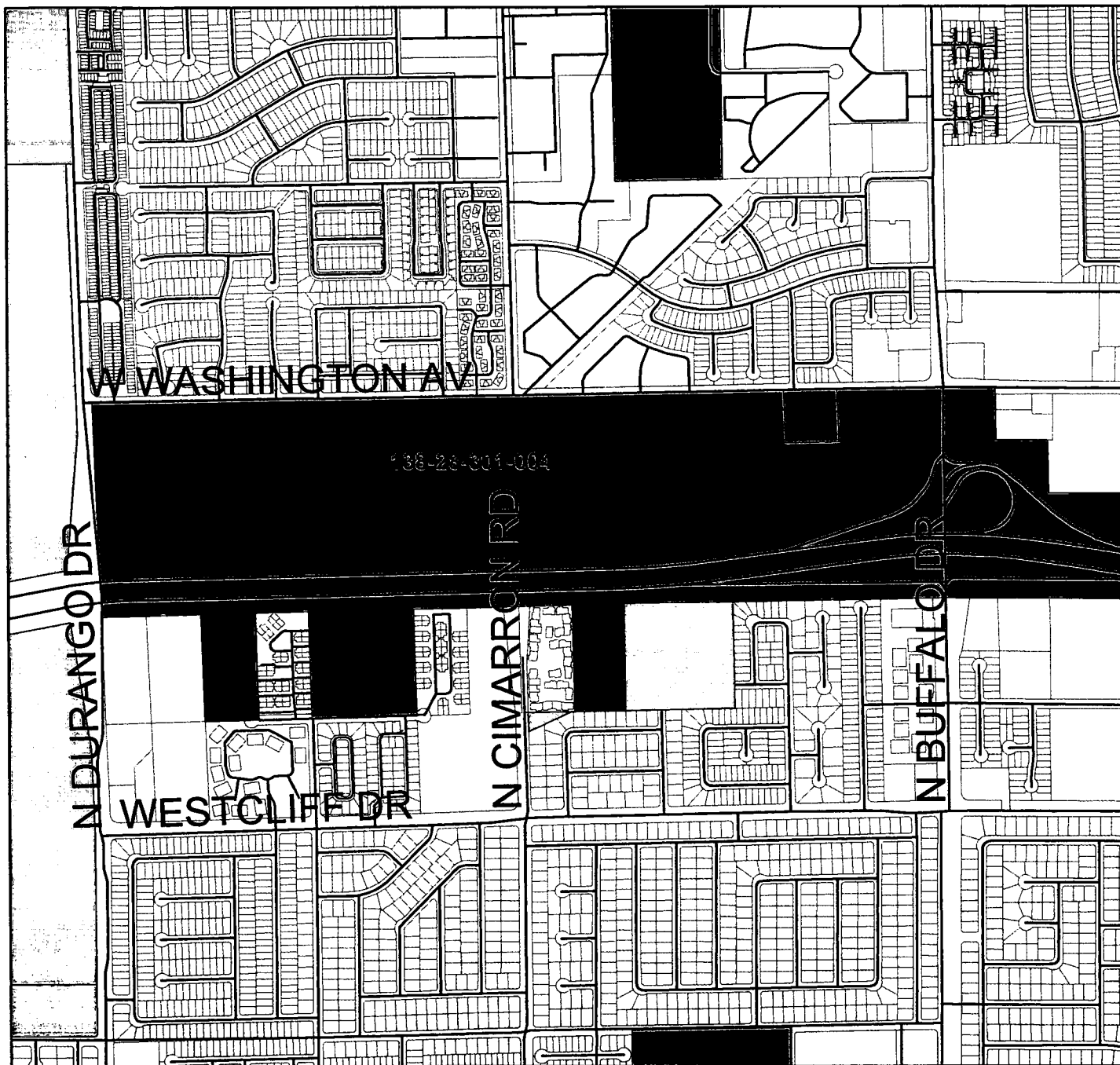
LAS VEGAS VALLEY WATER DISTRICT

\_\_\_\_\_  
PATRICIA MULROY, Secretary  
Las Vegas Valley Water District

BY: \_\_\_\_\_  
MYRNA WILLIAMS, President  
Board of Directors

APPROVED:

  
\_\_\_\_\_  
CHARLES K. HAUSER, General Counsel



# Site Map

## Legend

- Street Centerline
- scl\_majors
- Leased
- Applied
- City of Las Vegas
- USA
- Parcels

Real Estate & Asset Mgmnt



11/05/2003

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 17, 2003**

---

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

☐

**CONSENT**

☒

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District containing 525 square feet to the Water District to service the Washington Buffalo Park Phase 1B, APN 138-28-301-004 - Ward 4 (Brown)

**Fiscal Impact**

☒

**No Impact**

**Amount:**

☐

**Budget Funds Available**

**Dept./Division:**

☐

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

A necessary part of this project is the installation of water service. In order to have water service for the park site, the City is required to grant an Easement and Rights-of-Way to Water District to service the site and the water lines.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Easement and Rights-of-Way

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN L.B. McDONALD recommended Items 3, 4, 5, 6 and 7 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.**

**MINUTES:**

COUNCILMAN WEEKLY declared the Public Hearing open for Items 3, 4, 5, 6 and 7.

DAVID ROARK, Manager, Real Estate and Asset Management Division, indicated that Items 3, 4, 5, 6 and 7 all relate to the same Interlocal agreement. These are the easements that must be relinquished to the Water District in order to build the water facilities to be constructed pursuant to the previous item. Staff recommends approval.

REAL ESTATE COMMITTEE MEETING OF NOVEMBER 17, 2003

Public Works

Item 3 - Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District containing 525 square feet to the Water District to service the Washington Buffalo Park Phase 1B, APN 138-28-301-004 - Ward 4 (Brown)

**MINUTES – Continued:**

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed for Items 3, 4, 5, 6 and 7.

(3:09 – 3:11)

**1-96**

A.P.N. 138-28-301-004

**EASEMENTS AND RIGHTS-OF-WAY**

ABOVE SPACE FOR RECORDER'S USE ONLY

**THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY**, made and entered into by and between:

**City of Las Vegas, a Municipal Corporation of the State of Nevada**

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

**W I T N E S S E T H:**

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

**SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.**

The **GRANTOR(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and
3. Should any of the **GRANTEE'S** 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 the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.



**EXHIBIT "A"**

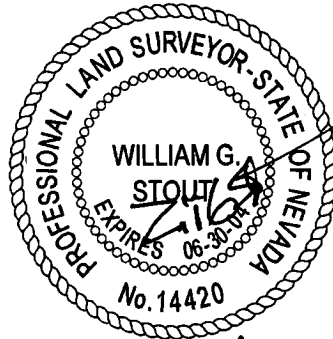
A.P.N.: 138-28-301-004

GRANTOR: USA/CITY OF LAS VEGAS

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STANTEC CONSULTING INC.  
7251 WEST CHARLESTON BLVD.  
LAS VEGAS, NV 89117

81200186  
LGL\_WATER\_1A1.DOC  
OCTOBER 6, 2003  
REVISED: 10/30/03



10/30/03

**EXPLANATION**

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF WASHINGTON AVENUE AND EAST OF DURANGO DRIVE FOR THE PURPOSE OF A WATER EASEMENT.

**LAND DESCRIPTION**

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4), MARKED BY A BLM BRASS CAP, DATED 1957; THENCE NORTH 88°54'59" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), A DISTANCE OF 141.90 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 01°05'01" EAST, 40.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 88°54'59" EAST, 35.00 FEET; THENCE SOUTH 01°05'01" EAST, 15.00 FEET; THENCE SOUTH 88°54'59" WEST, 35.00 FEET; THENCE NORTH 01°05'01" WEST, 15.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 525 SQUARE FEET.

**BASIS OF BEARINGS**

NORTH 88°57'21" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 20 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 83 OF SURVEYS AT PAGE 19.

**END OF DESCRIPTION.**

# EXHIBIT TO ACCOMPANY LAND DESCRIPTION

A.P.N.: 138-28-301-004  
GRANTOR: USA / CLV

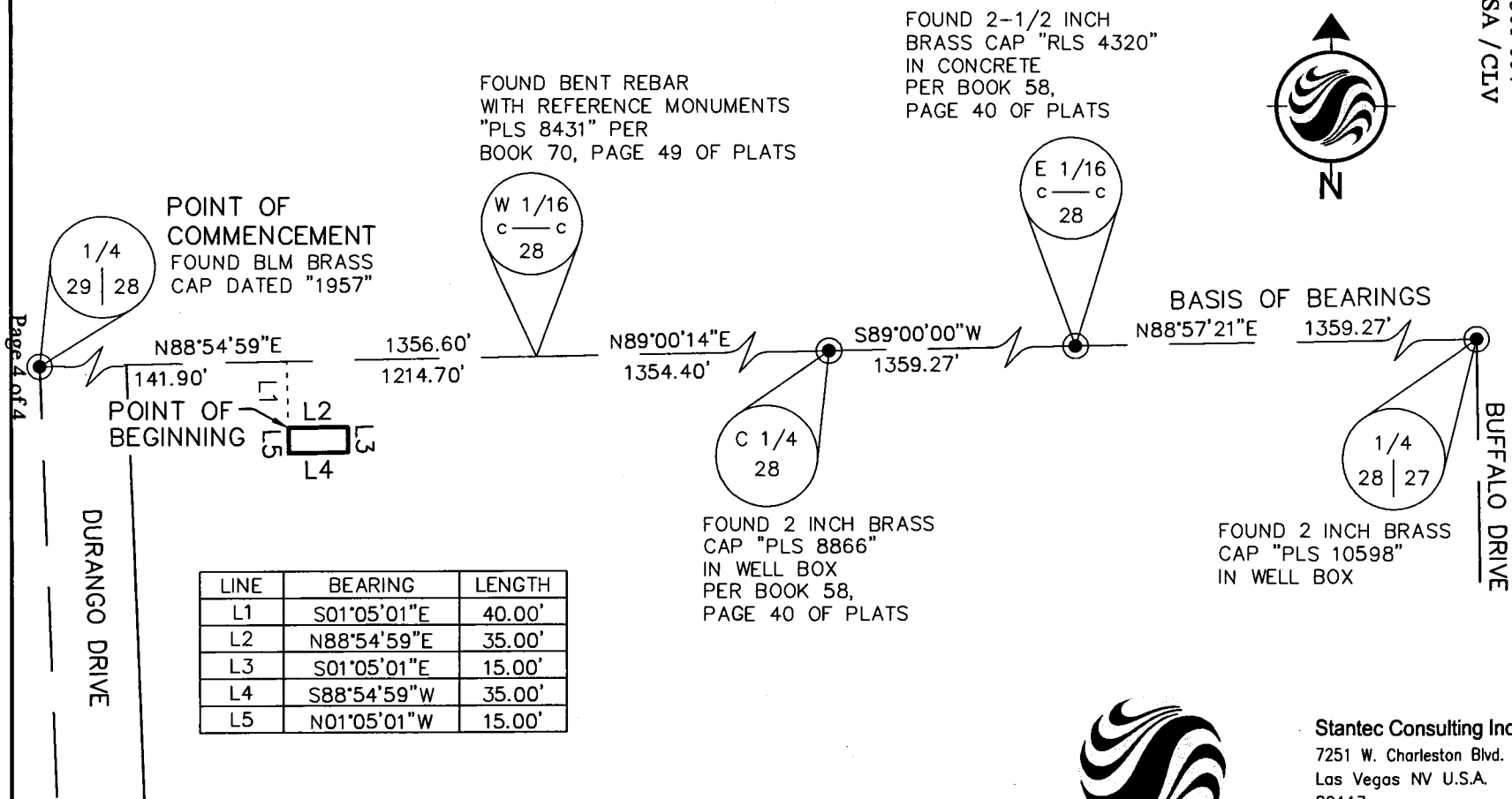


EXHIBIT "A"

REVISED: 10/30/03  
C.L.M. OCTOBER 6, 2003  
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PAGE 4 OF 4



**Stantec**

Stantec Consulting Inc.  
7251 W. Charleston Blvd.  
Las Vegas NV U.S.A.  
89117  
Tel. 702.258.0115  
Fax. 702.258.4956  
www.stantec.com



**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 17, 2003**

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**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

☐

**CONSENT**

☒

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District containing 225 square feet to the Water District to service the Washington Buffalo Park Phase 1B, APN 138-28-301-004 - Ward 4 (Brown)

**Fiscal Impact**

☒

**No Impact**

**Amount:**

☐

**Budget Funds Available**

**Dept./Division:**

☐

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

A necessary part of this project is the installation of water service. In order to have water service for the park site, the City is required to grant an Easement and Rights-of-Way to Water District to service the site and the water lines.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Easement and Rights-of-Way

**COMMITTEE RECOMMENDATION:**

COUNCILWOMAN L.B. McDONALD recommended Items 3, 4, 5, 6 and 7 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

**MINUTES:**

COUNCILMAN WEEKLY declared the Public Hearing open and closed for Items 3, 4, 5, 6 and 7 under Item 3.

DAVID ROARK, Manager, Real Estate and Asset Management Division, was present.

See related Item 3 for all discussion.

(3:09 – 3:11)

A.P.N. 138-28-301-004

**EASEMENTS AND RIGHTS-OF-WAY**

ABOVE SPACE FOR RECORDER'S USE ONLY

**THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:**

**City of Las Vegas, a Municipal Corporation of the State of Nevada**

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

**W I T N E S S E T H:**

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

**SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.**

The **GRANTOR(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and
3. Should any of the **GRANTEE'S** 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 the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

**GRANTOR: USA/CITY OF LAS VEGAS**

IN WITNESS WHEREOF, the GRANTOR(S) has hereunto set his/her/their hand/hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF LAS VEGAS

OSCAR B. GOODMAN, MAYOR

Thomas P. Green 11-6-03  
DEPUTY CITY ATTORNEY      DATE

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

**Notary Public**

**FOR LVVWD USE ONLY**

**RECORDED FOR  
LAS VEGAS VALLEY WATER DISTRICT  
1001 S VALLEY VIEW BLVD.  
LAS VEGAS, NEVADA 89153  
RETURN TO - WILL CALL**

## EXHIBIT "A"

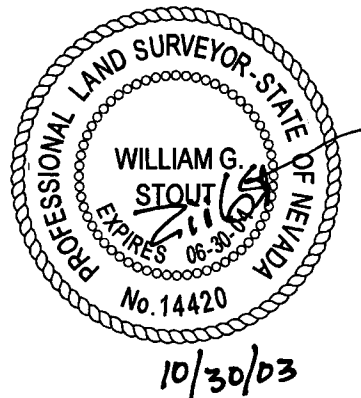
A.P.N.: 138-28-301-004

GRANTOR: USA /CITY OF LAS VEGAS

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STANTEC CONSULTING INC.  
7251 WEST CHARLESTON BLVD.  
LAS VEGAS, NV 89117

81200186  
LGL\_WATER\_1A2.DOC  
OCTOBER 6, 2003  
REVISED: 10/30/03



### EXPLANATION

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF WASHINGTON AVENUE AND EAST OF DURANGO DRIVE FOR THE PURPOSE OF A WATER EASEMENT.

### LAND DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4), MARKED BY A BLM BRASS CAP, DATED 1957; THENCE NORTH 88°54'59" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), A DISTANCE OF 184.40 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 01°05'01" EAST, 40.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 88°54'59" EAST, 15.00 FEET; THENCE SOUTH 01°05'01" EAST, 15.00 FEET; THENCE SOUTH 88°54'59" WEST, 15.00 FEET; THENCE NORTH 01°05'01" WEST, 15.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 225 SQUARE FEET.

### BASIS OF BEARINGS

NORTH 88°57'21" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 20 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 83 OF SURVEYS AT PAGE 19.

### END OF DESCRIPTION.

# EXHIBIT TO ACCOMPANY LAND DESCRIPTION

A.P.N.: 138-28-301-004  
GRANTOR: USA / CLV

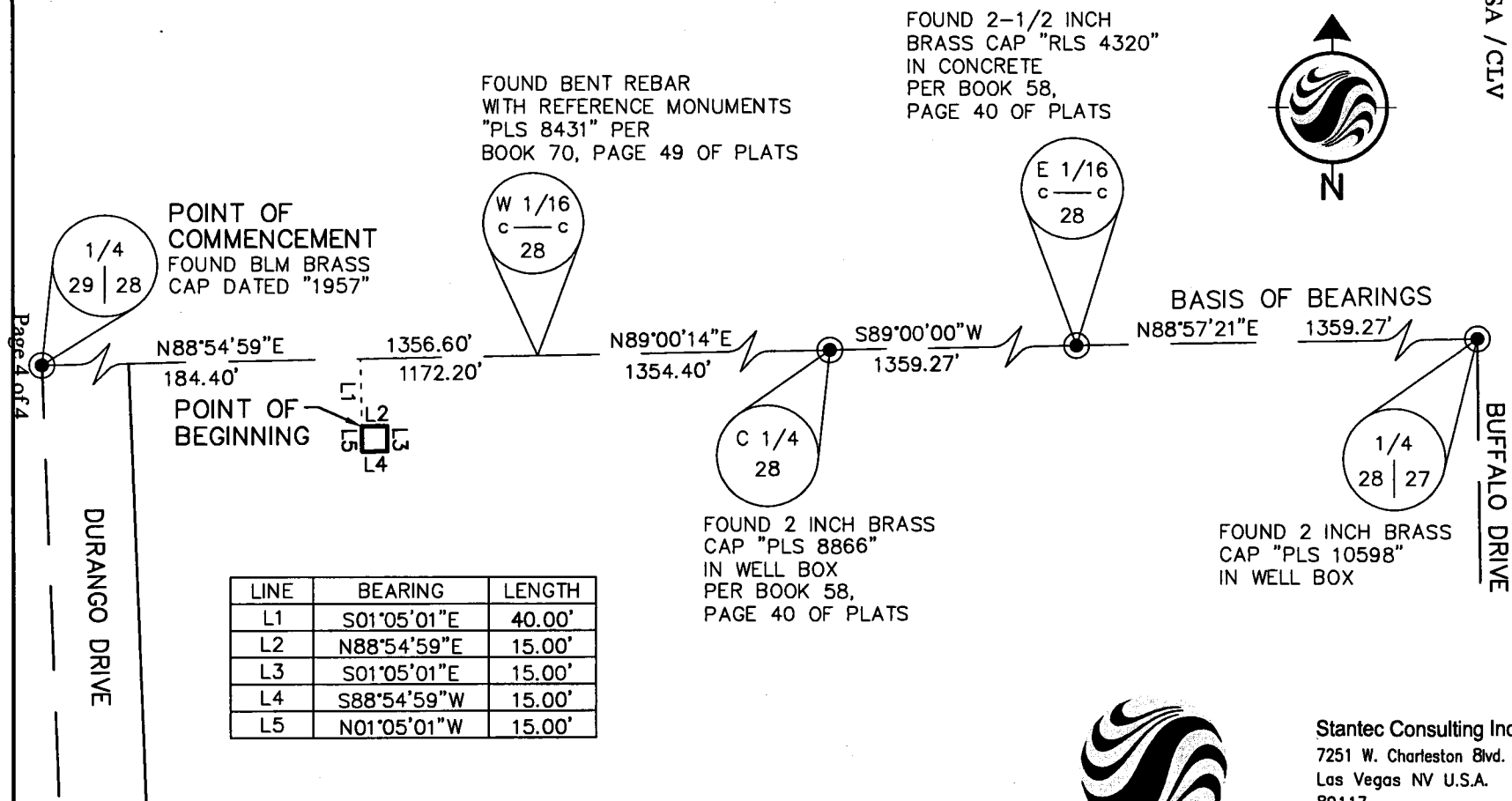


EXHIBIT "A"



**Stantec**

Stantec Consulting Inc.  
7251 W. Charleston Blvd.  
Las Vegas NV U.S.A.  
89117  
Tel. 702.258.0115  
Fax. 702.258.4956  
www.stantec.com

REVISED: 10/30/03  
C.L.M. OCTOBER 6, 2003  
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**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 17, 2003**

---

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

☐

**CONSENT**

☒

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District containing 36 square feet to the Water District to service the Washington Buffalo Park Phase 1B, APN 138-28-301-004 - Ward 4 (Brown)

**Fiscal Impact**

☒

**No Impact**

**Amount:**

☐

**Budget Funds Available**

**Dept./Division:**

☐

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

A necessary part of this project is the installation of water service. In order to have water service for the park site, the City is required to grant an Easement and Rights-of-Way to Water District to service the site and the water lines.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Easement and Rights-of-Way

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN L.B. McDONALD recommended Items 3, 4, 5, 6 and 7 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.**

**MINUTES:**

COUNCILMAN WEEKLY declared the Public Hearing open and closed for Items 3, 4, 5, 6 and 7 under Item 3.

DAVID ROARK, Manager, Real Estate and Asset Management Division, was present.

See related Item 3 for all discussion.

(3:09 – 3:11)

A.P.N. 138-28-301-004

**EASEMENTS AND RIGHTS-OF-WAY**

ABOVE SPACE FOR RECORDER'S USE ONLY

**THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:**

**City of Las Vegas, a Municipal Corporation of the State of Nevada**

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

**W I T N E S S E T H:**

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

**SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.**

The **GRANTOR(S)**, its successors and assigns agree that:

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**GRANTOR: USA/CITY OF LAS VEGAS**

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF LAS VEGAS

OSCAR B. GOODMAN, MAYOR

Thomas R. Green 11-6-03  
DEPUTY CITY ATTORNEY DATE

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

**Notary Public**

**FOR LVVWD USE ONLY**

**RECORDED FOR  
LAS VEGAS VALLEY WATER DISTRICT  
1001 S VALLEY VIEW BLVD.  
LAS VEGAS, NEVADA 89153  
RETURN TO - WILL CALL**



## EXHIBIT "A"

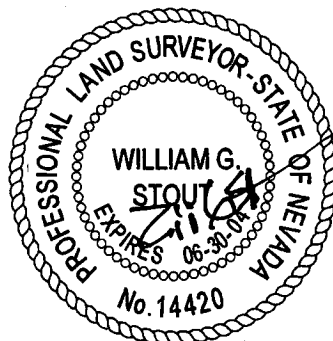
A.P.N.: 138-28-301-004

GRANTOR: USA /CITY OF LAS VEGAS

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STANTEC CONSULTING INC.  
7251 WEST CHARLESTON BLVD.  
LAS VEGAS, NV 89117

81200186  
LGL\_WATER\_1A3.DOC  
OCTOBER 30, 2003



10/30/03

### EXPLANATION

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF WASHINGTON AVENUE AND EAST OF DURANGO DRIVE FOR THE PURPOSE OF A WATER EASEMENT.

### LAND DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4), MARKED BY A BLM BRASS CAP, DATED 1957; THENCE NORTH 88°54'59" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), A DISTANCE OF 210.02 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 01°05'01" EAST, 40.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 88°54'59" EAST, 6.00 FEET; THENCE SOUTH 01°05'01" EAST, 6.00 FEET; THENCE SOUTH 88°54'59" WEST, 6.00 FEET; THENCE NORTH 01°05'01" WEST, 6.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 36 SQUARE FEET.

### BASIS OF BEARINGS

NORTH 88°57'21" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 20 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 83 OF SURVEYS AT PAGE 19.

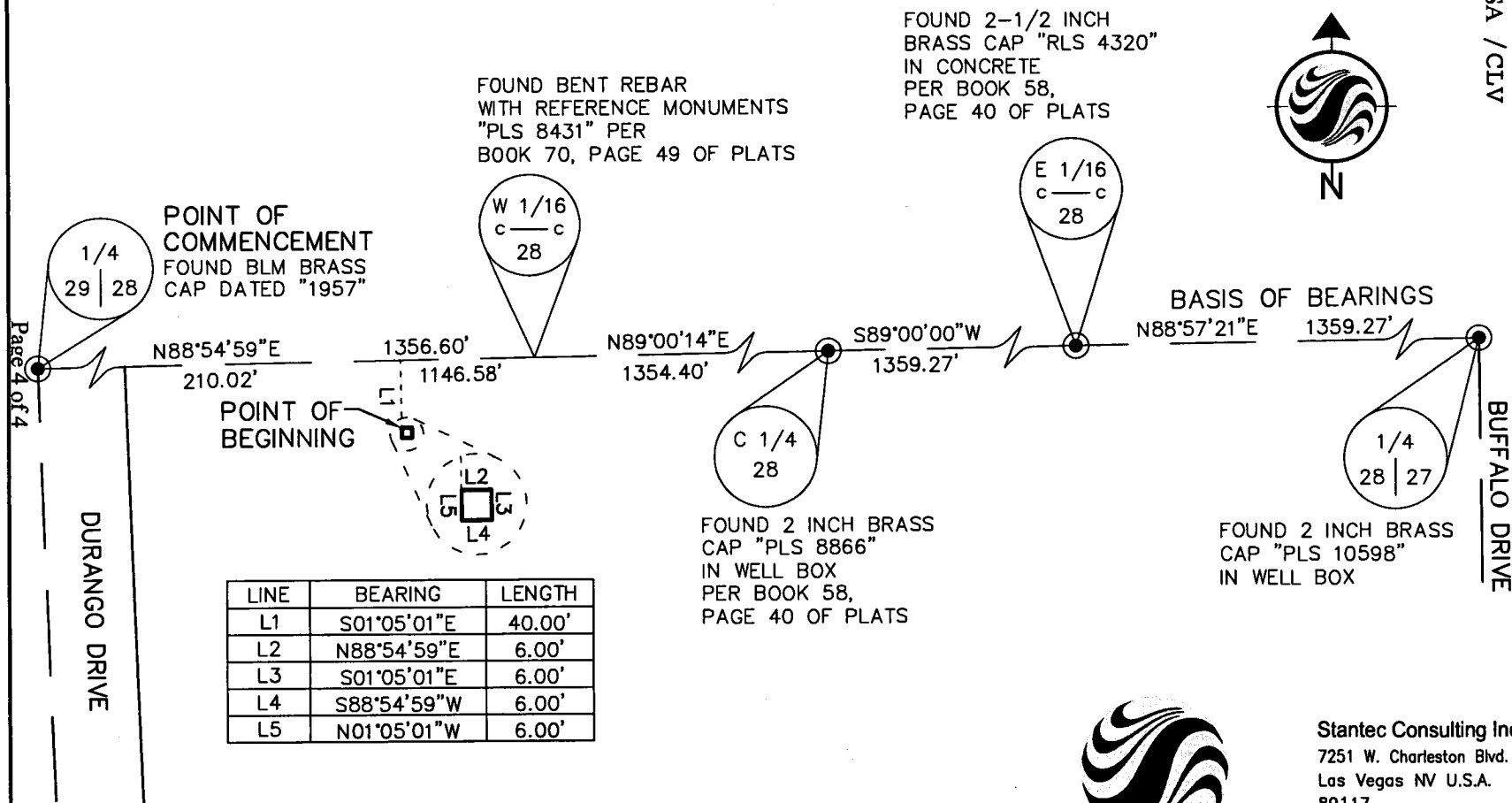
### END OF DESCRIPTION.

# EXHIBIT TO ACCOMPANY LAND DESCRIPTION

A.P.N.: 138-28-301-004  
GRANTOR: USA / CLV



EXHIBIT "A"



**Stantec**

Stantec Consulting Inc.  
7251 W. Charleston Blvd.  
Las Vegas NV U.S.A.  
89117  
Tel. 702.258.0115  
Fax. 702.258.4956  
www.stantec.com

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 17, 2003**

---

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

☐

**CONSENT**

☒

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District containing 1,400 square feet to the Water District to service the Washington Buffalo Park Phase 1B, APN 138-28-301-004 - Ward 4 (Brown)

**Fiscal Impact**

☒

**No Impact**

**Amount:**

☐

**Budget Funds Available**

**Dept./Division:**

☐

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

A necessary part of this project is the installation of water service. In order to have water service for the park site, the City is required to grant an Easement and Rights-of-Way to the Water District to service the site and the water lines.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Easement and Rights-of-Way

**COMMITTEE RECOMMENDATION:**

COUNCILWOMAN L.B. McDONALD recommended Items 3, 4, 5, 6 and 7 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

**MINUTES:**

COUNCILMAN WEEKLY declared the Public Hearing open and closed for Items 3, 4, 5, 6 and 7 under Item 3.

DAVID ROARK, Manager, Real Estate and Asset Management Division, was present.

See related Item 3 for all discussion.

(3:09 – 3:11)

A.P.N. 138-28-301-004

**EASEMENTS AND RIGHTS-OF-WAY**

ABOVE SPACE FOR RECORDER'S USE ONLY

**THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY**, made and entered into by and between:

**City of Las Vegas, a Municipal Corporation of the State of Nevada**

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

**W I T N E S S E T H:**

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

**SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.**

The **GRANTOR(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and
3. Should any of the **GRANTEE'S** 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 the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

**GRANTOR: USA/CITY OF LAS VEGAS**

IN WITNESS WHEREOF, the GRANTOR(S) has hereunto set his/her/their hand/hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF LAS VEGAS

OSCAR B. GOODMAN, MAYOR

Thomas R. Green 11-6-03  
DEPUTY CITY ATTORNEY      DATE

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

**Notary Public**

**FOR LVVWD USE ONLY**

**RECORDED FOR  
LAS VEGAS VALLEY WATER DISTRICT  
1001 S VALLEY VIEW BLVD.  
LAS VEGAS, NEVADA 89153  
RETURN TO - WILL CALL**

## EXHIBIT "A"

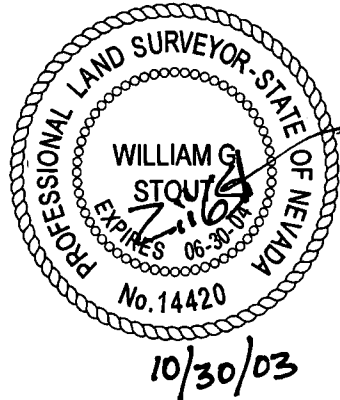
A.P.N.: 138-28-301-004

GRANTOR: USA/CITY OF LAS VEGAS

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STANTEC CONSULTING INC.  
7251 WEST CHARLESTON BLVD.  
LAS VEGAS, NV 89117

81200186  
LGL\_WATER\_1B1.DOC  
OCTOBER 6, 2003  
REVISED: 10/30/03



### EXPLANATION

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF WASHINGTON AVENUE AND WEST OF BUFFALO DRIVE FOR THE PURPOSE OF A WATER EASEMENT.

### LAND DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4), MARKED BY A 2-INCH BRASS CAP IN WELL BOX, STAMPED "PLS 10598"; THENCE SOUTH 88°57'21" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 173.31 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 01°02'39" EAST, 40.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 01°02'39" EAST, 25.00 FEET; THENCE SOUTH 88°57'21" WEST, 56.00 FEET; THENCE NORTH 01°02'39" WEST, 25.00 FEET; THENCE NORTH 88°57'21" EAST, 56.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1,400 SQUARE FEET.

### BASIS OF BEARINGS

NORTH 88°57'21" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 20 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 83 OF SURVEYS AT PAGE 19.

### END OF DESCRIPTION.

# EXHIBIT TO ACCOMPANY LAND DESCRIPTION

A.P.N.: 138-28-301-004  
GRANTOR: USA / CLV

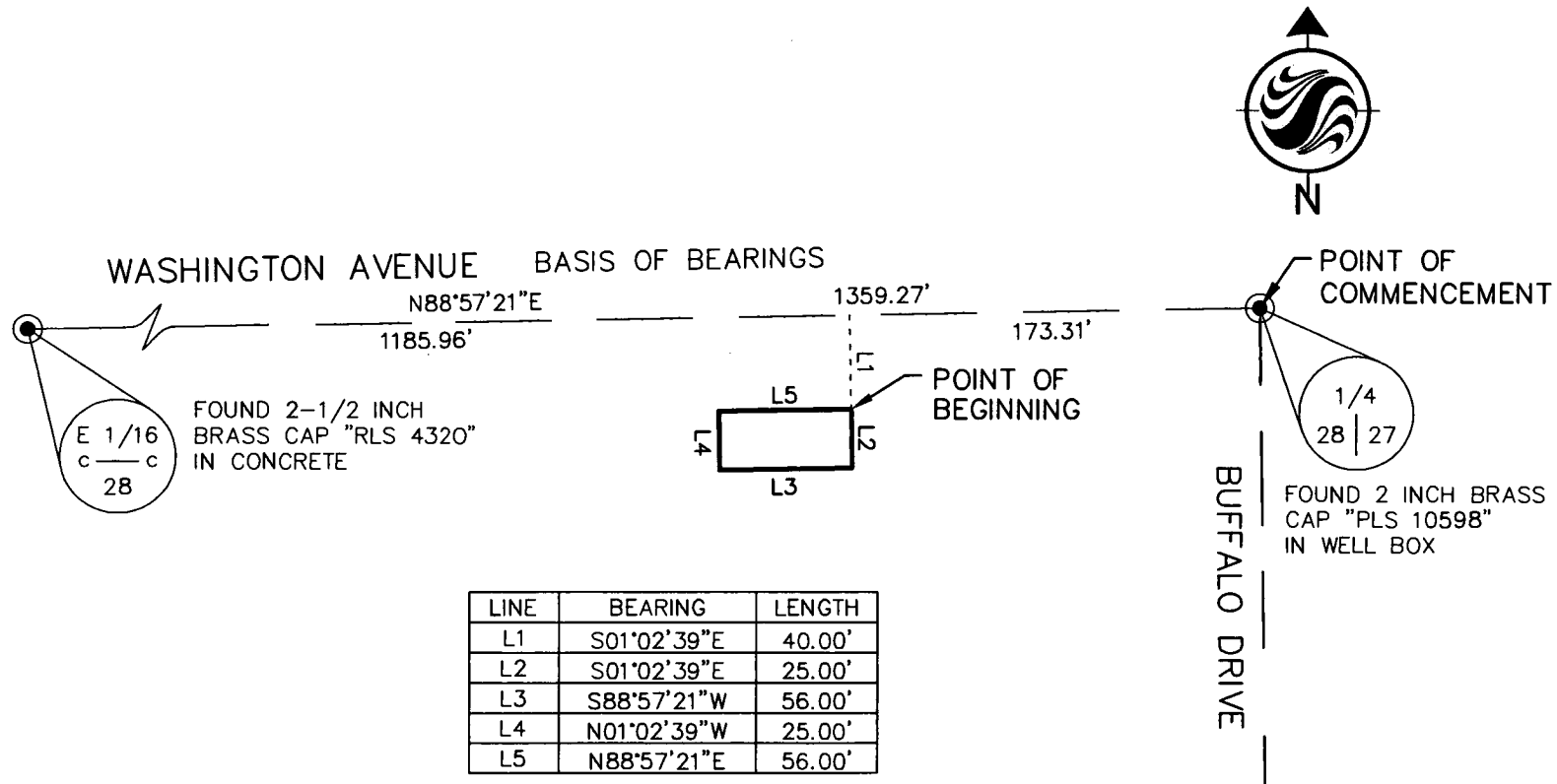


EXHIBIT "A"

Page 4 of 4

REVISED: 10/30/03  
C.L.M. OCTOBER 6, 2003  
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PAGE 4 OF 4



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**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 17, 2003**

---

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

☐

**CONSENT**

☒

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District containing 96 square feet to the Water District to service the Washington Buffalo Park Phase 1B, APN 138-28-301-004 - Ward 4 (Brown)

**Fiscal Impact**

☒

**No Impact**

**Amount:**

☐

**Budget Funds Available**

**Dept./Division:**

☐

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

A necessary part of this project is the installation of water service. In order to have water service for the park site, the City is required to grant an Easement and Rights-of-Way to the Water District to service the site and the water lines.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Easement and Rights-of-Way

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN L.B. McDONALD recommended Items 3, 4, 5, 6 and 7 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.**

**MINUTES:**

COUNCILMAN WEEKLY declared the Public Hearing open and closed for Items 3, 4, 5, 6 and 7 under Item 3.

DAVID ROARK, Manager, Real Estate and Asset Management Division, was present.

See related Item 3 for all discussion.

(3:09 – 3:11)



A.P.N. 138-28-301-004

**EASEMENTS AND RIGHTS-OF-WAY**

ABOVE SPACE FOR RECORDER'S USE ONLY

**THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY**, made and entered into by and between:

**City of Las Vegas, a Municipal Corporation of the State of Nevada**

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

**W I T N E S S E T H:**

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

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2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and
3. Should any of the **GRANTEE'S** 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 the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

**GRANTOR: USA/CITY OF LAS VEGAS**

IN WITNESS WHEREOF, the GRANTOR(S) has hereunto set his/her/their hand/hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF LAS VEGAS

OSCAR B. GOODMAN, MAYOR

Honora R. Green 11-6-03  
DEPUTY CITY ATTORNEY      DATE

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

**WITNESS** my hand and official seal.

**Notary Public**

**FOR LVVWD USE ONLY**

**RECORDED FOR  
LAS VEGAS VALLEY WATER DISTRICT  
1001 S VALLEY VIEW BLVD.  
LAS VEGAS, NEVADA 89153  
RETURN TO - WILL CALL**

## EXHIBIT "A"

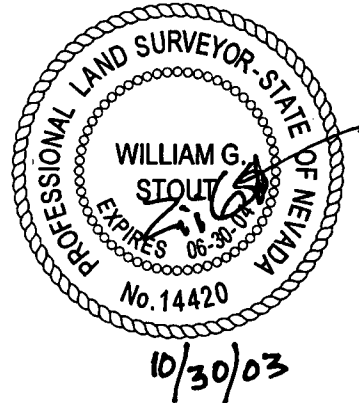
A.P.N.: 138-28-301-004

GRANTOR: USA/CITY OF LAS VEGAS

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OCTOBER 6, 2003  
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THENCE SOUTH 01°02'39" EAST, 16.00 FEET; THENCE SOUTH 88°57'21" WEST, 6.00 FEET; THENCE NORTH 01°02'39" WEST, 16.00 FEET; THENCE NORTH 88°57'21" EAST, 6.00 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 96 SQUARE FEET.

### BASIS OF BEARINGS

NORTH 88°57'21" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 20 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 83 OF SURVEYS AT PAGE 19.

### END OF DESCRIPTION.

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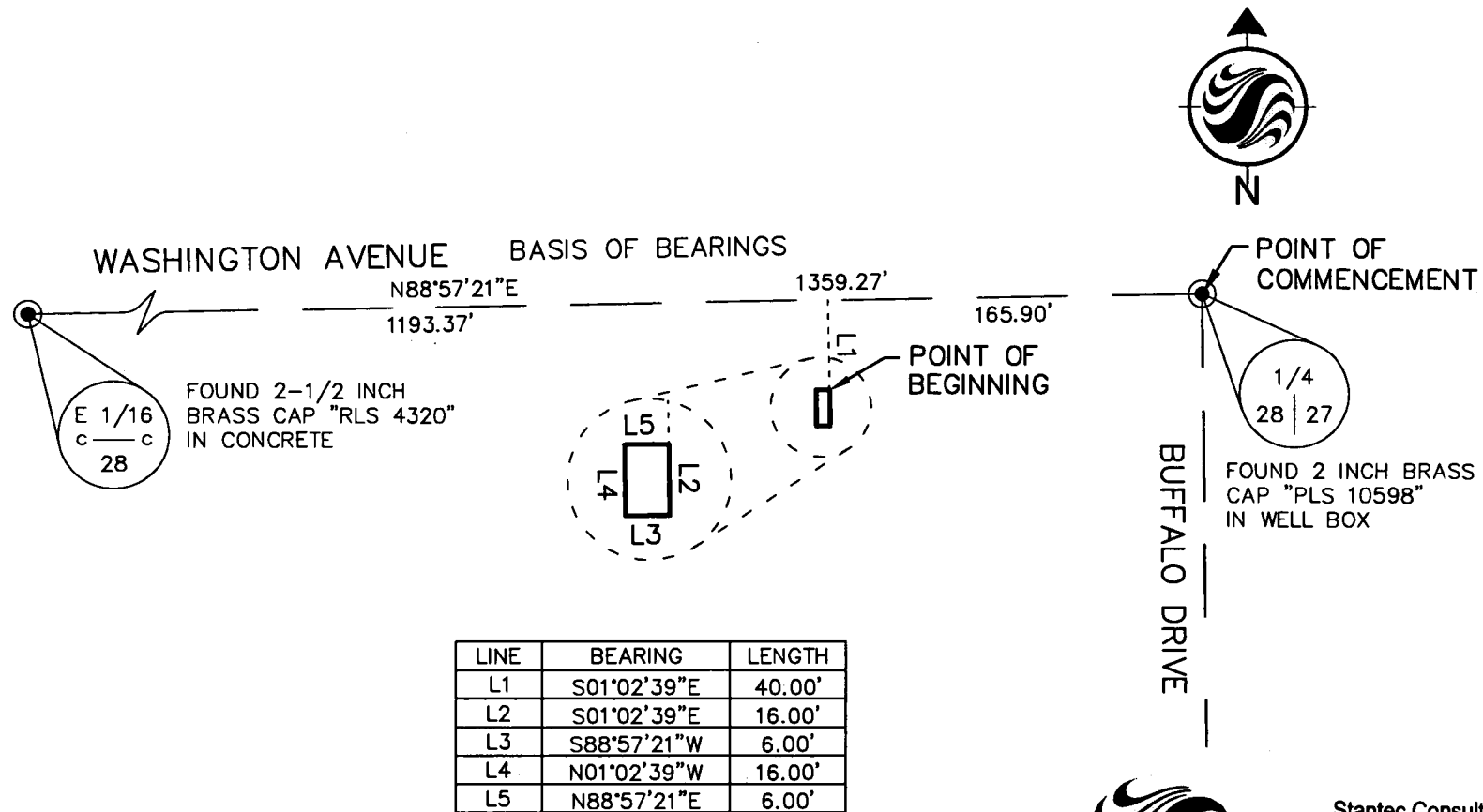


EXHIBIT "A"

Page 4 of 4

REVISED: 10/30/03  
C.L.M. OCTOBER 6, 2003  
W: \ACTIVE\81200186\DRAWINGS\LGL\_WATER\_1B2.DWG

PAGE 4 OF 4



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**AGENDA SUMMARY PAGE****REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 17, 2003**

---

**DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: SHARON SEGERBLOM**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding entering into negotiations with HELP USA to give them property from the former MASH site at 1559 North Main Street after the completion of the parcel map and allocate \$100,000 of HOME funds to HELP USA for the predevelopment expenses of building housing on the parcel - Ward 5 (Weekly)

**Fiscal Impact**☐**No Impact****Amount:** \$100,000☒**Budget Funds Available****Dept./Division:** Neigh. Svcs./Neigh. Devel.☐**Augmentation Required****Funding Source:** HOME**PURPOSE/BACKGROUND:**

The City of Las Vegas is in the process of reparcelling the former MASH site. On July 16, 2003, City Council approved staff to enter into discussions with HELP USA for potential uses of the site. Staff is recommending that the city enter into negotiations to give HELP USA a parcel to build housing for low-income persons and to allocate \$100,000 of HOME funds to HELP USA for predevelopment expenses.

**RECOMMENDATION:**

Staff recommends approval and authorization of the Mayor to execute the Agreement with HELP USA after it has been approved by the City Attorney.

**BACKUP DOCUMENTATION:**

Proposal from HELP USA

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN L.B. McDONALD recommended Item 8 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.**

NOTE: COUNCILWOMAN L.B. McDONALD disclosed out of an abundance of caution that she serves as a Trustee for Catholic Charities of Southern Nevada, who has a partnership with HELP USA at the St. Vincent's Plaza. Since this is an unrelated matter that she has not discussed with HELP USA, she would not abstain.

**MINUTES:**

COUNCILMAN WEEKLY declared the Public Hearing open.

**REAL ESTATE COMMITTEE MEETING OF NOVEMBER 17, 2003**

**Neighborhood Services**

**Item 8 - Discussion and possible action regarding entering into negotiations with HELP USA to give them property from the former MASH site at 1559 North Main Street after the completion of the parcel map and allocate \$100,000 of HOME funds to HELP USA for the predevelopment expenses of building housing on the parcel - Ward 5 (Weekly)**

**MINUTES – Continued:**

SUE PRESCOTT, Neighborhood Services, stated that on July 16, 2003 the Council approved staff negotiating with HELP USA for potential uses on the site. They have presented adequate proposals and staff is supporting contribution of land as well as HOME fund allocations for pre-development expenses. Staff recommends approval.

COUNCILMAN WEEKLY noted that he supports the project because it will greatly enhance the corridor. This will provide a great service on land that has been sitting dormant.

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:11 – 3:13)

**1-162**

Revitalizing communities through housing and economic development

AIRBORNE  
MEMORANDUM

Date: October 1, 2003

To: Sharon Segerbloom, Director  
Neighborhood Services Dept.  
City of Las Vegas

From: Karen L. Krauthaim

Re: Redevelopment of the MASH Site/ Proposed HELP Development Plan

On behalf of HELP Development Corp. (HELP), and for its own part, KKK Development Consultants, Inc. (KKK) is pleased to be working with the City of Las Vegas once again. Since the City designated HELP to redevelop the MASH site, KKK, which served as the development consultant for HELP in its previously successful projects in Las Vegas, has been working with HELP to clarify the project's parameters including the physical configuration and plan of finance. As a critical part of the initial planning process for the proposed development in Las Vegas KKK has reviewed potential funding sources for both the development and operation of the proposed veterans housing project in Las Vegas, NV. We made an additional effort to attempt to identify new and different sources for the project, particularly sources focused on veterans. However, the results of the research led back to the core group of programs we have used in other HELP projects nationally, including St. Vincent HELP and Bonanza View.

The City of Las Vegas, in discussions with Maria Cuomo Cole, Richard Motta and Vincent Ravaschiere of HELP and KKK, has indicated an unmet need for additional affordable housing for homeless veterans. From these discussions, we have developed the following broad parameters for the entire project:

Number of Units: 300  
Unit Configuration: Mix of efficiencies, one-bedrooms, and two-bedrooms  
Population Served: Homeless Veterans - Individuals and couples, including some disabled households  
Income Targeting: 30%-40% of area median income (AMI). The annual incomes and rent levels associated with households at this level are as follows:

|           |                | Households at 30% AMI: |            | Households at 40% AMI: |            |
|-----------|----------------|------------------------|------------|------------------------|------------|
| Unit Size | Household Size | Annual Income          | Rent Level | Annual Income          | Rent Level |
| 0         | 1.0            | \$11,490               | \$287      | \$15,320               | \$383      |
| 1         | 1.5            | \$12,308               | \$307      | \$16,410               | \$410      |
| 2         | 3.0            | \$14,775               | \$369      | \$19,700               | \$492      |

### **Sources of Development Funds**

As is noted below, due to the restrictions of the funding sources available, it will be necessary to develop a project of this size in a series of phases. It is expected that the first two phases (out of a possible four) will use the following sources:

- **Low Income Housing Tax Credits (LIHTC)**

The State of Nevada estimates that it will have \$3,860,538.50 in LIHTCs to allocate in 2004. However, the Nevada Qualified Allocation plan limits developers to a single request of \$750,000 of LIHTCs (or \$7,500,000 over ten years). Given the size of the project, the limit imposed by the Nevada QAP would suggest the need to divide the project into perhaps four phases in order to optimize funding. Assuming an investment of \$.80 for each \$1 of credits, the estimated funding available from LIHTCs would be \$6,000,000. However, while it is not clear, it is perhaps unlikely that the State would allocate LIHTCs to one project in four consecutive years. In addition, ultimately to be competitive, the project will have to demonstrate a strong market need for the population to be served by each additional phase, which will also allay any potential concerns about market saturation.

- **Department of Veterans Affairs Grant and Per Diem Program**

HELP used the VA's Homeless Providers Grant and Per Diem Program, which provides capital and operating assistance to supportive housing programs (up to 24 months) serving primarily veterans, for the development of Bonanza View. The capital grant can pay up to 65% (an increase in the percentage is pending) of the costs of constructing, expanding, remodeling, or altering buildings and acquiring facilities for use as service centers, transitional housing or other facilities for homeless vets. While the regulations say that the program may pay up to 65% of costs, an analysis of grant history indicates that, due to limited appropriations, it is likely that no single award would exceed \$500,000. (Bonanza View, which received \$503,000, is a notable exception. As indicated in the attached development summary, a similar award is expected for the proposed development.)

- **HUD Section 811 Supportive Housing Program (Disabled Housing)**

While HELP has not previously utilized the Section 811 program, it is well suited for a portion of the veteran's population: the physically disabled. The Section 811 program provides capital grants and operating subsidies to rental housing (group homes or apartment-style independent living projects) serving households, including individuals, with a physical or developmental disability, or with a serious mental illness. All projects must provide residents with services designed to meet the needs of their particular disabilities. Independent living projects are limited to 14 units. Funding awards are based on geographically adjusted per-unit amounts. Based on 2002 standards, a project with 14 efficiency units in Las Vegas would receive \$894,000. A project with 14 one-bedroom units would receive \$1,031,000. Sponsors of Section 811 projects must provide a 10% match, up to \$10,000. HUD requires a first mortgage on properties with Section 811 funding. This requirement, along with the limit on project size, makes it difficult to combine Section 811 funding with other programs, such as LIHTCs. Although HUD has issued regulations allowing for the use of Section 811 with LIHTCs, the final rules and guidance on the subject have not been issued. Section 811 funding might, therefore, be most useful for the development of one component of a phase that serves, for example, physically disabled veterans.

- **CDBG/HOME/ State Trust Fund**

The support of the City of Las Vegas and Clark County, in the form of HOME and State Trust Fund funding, was critical to the development of the HELP Las Vegas and Bonanza View projects. Similar



support will also be an important component of the development funding for the proposed project. As is indicated in the attached development summaries, a total of \$1.2 million for the first phase of 89 units or approximately \$13,500 per unit of such support from the City and/or County is considered.

### Sources of Operating Funds

- Department of Veterans Affairs Grant and Per Diem Program

The Per Diem program may fund up to 65% of a project's operating and supportive service costs related to the provision of housing to homeless veterans up to a maximum of \$26.95 per day or approximately \$9,836 per unit per year. It is important to note, however, that the VA per diem payment must be matched dollar for dollar by other sources (e.g. – tenant rent payments). Thus, the conservative course in projecting per diem funding is to estimate the amount expected from rent and other subsidies. As an example, the VA per diem payments for Bonanza View are roughly \$13 per unit or \$4,745 per unit per year.

- Section 8 Vouchers

While it is not expected that they will be used in the first two phases of the proposed development at this time, Section 8 vouchers can provide crucial operating support, particularly for projects that serve very low income residents, as is expected in the present case. Section 8 vouchers provide a project-based rental subsidy that covers the difference between the amount a low-income tenant can pay and the Fair Market Rent for a similar unit. Section 8 vouchers are allocated by local housing authorities. Although it appears that it has not done so in the past, the Housing Authority of the City of Las Vegas has the authority to allocate Section 8 vouchers as Project Based Assistance (PBA) for up to 100% of the units in a supportive housing development (25% in all other cases).

- Shelter Plus Care (S+C)

S+C rental subsidies are allocated through the local Continuum of Care. Like the Section 8 voucher program, S+C provides rental subsidies for permanent housing equal to the local Fair Market Rents. The S+C funding must be matched dollar for dollar by supportive services. While S+C has not been included in the structure of the first two phases of the development at this time, the program can be particularly useful for projects that will provide supportive services to residents.

Current Fair Market Rents for Las Vegas are:

| Efficiency | 1 Bedroom | 2 Bedroom |
|------------|-----------|-----------|
| \$585      | \$694     | \$827     |

### Sources of Supportive Service Funds

- HUD McKinney Supportive Housing Program (Homeless Housing)

While HUD McKinney funds can also be used for the development and operation of housing for the homeless, the rules associated with Low Income Housing Tax Credits make it difficult to use both programs for one development, as the project's LIHTC funding is reduced significantly if it also uses HUD SHP operating or development funds. SHP funds may, however, be used to subsidize the provision of supportive services in a LIHTC-funded development without penalty. A review of recent allocations within the Las Vegas Continuum of Care indicates an emphasis on renewals of previous grants and rental subsidies through the Shelter Plus Care (S+C) program, as opposed to development funding. However, as is indicated by the attached development summary, the first phases of the proposed development will require SHP funding in the amount of approximately \$300,000 per year to meet the service needs of residents.

### **Phase I Development Scenario**

Based on the above analysis, the proposed structure for the first phase of the development is as follows:

#### **Phase Ia**

|                         |                                                                                                                                 |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Number of Units*:       | 75                                                                                                                              |
| Unit Type:              | 60 efficiencies and 15 one-bedroom units                                                                                        |
| Populations Served:     | Homeless veterans (individuals and couples) including those with disabilities (30% to meet Nevada State set-aside requirements) |
| Income Targeting        |                                                                                                                                 |
| Percentage:             | 35%                                                                                                                             |
| Annual Income:          | \$13,860 to \$14,840                                                                                                            |
| Tenant Rent:            | \$346 to \$371 per month                                                                                                        |
| VA Per Diem:            | \$146 per unit per month                                                                                                        |
| In-Kind Support Service |                                                                                                                                 |
| Funding:                | \$140,000 per year                                                                                                              |

#### **Phase Ib**

|                         |                                                                                 |
|-------------------------|---------------------------------------------------------------------------------|
| Number of Units*:       | 14 (maximum under Section 811 guidelines)                                       |
| Unit Type:              | 10 one-bedroom and 4 two-bedroom units                                          |
| Populations Served:     | Homeless disabled veterans including those with a partner or live-in caretaker. |
| Income Targeting        |                                                                                 |
| Percentage:             | 20%                                                                             |
| Annual Income:          | \$8,480 to \$10,180                                                             |
| Tenant Rent:            | \$212 to \$254 per month                                                        |
| Section 811 PRAC:       | \$264 per unit per month                                                        |
| Support Service Funding |                                                                                 |
| SHP:                    | \$300,000                                                                       |
| VA Per Diem:            | \$300,000                                                                       |

**Development Financing**

The following development cost estimates are based on the costs of the Bonanza View project, which were adjusted to account for the effect of inflation.

**Phase Ia - Development Summary**

|                                |             |
|--------------------------------|-------------|
| Construction & Contractor Fees | \$4,436,697 |
| Contingency                    | \$283,630   |
| Professional Fees              | \$273,024   |
| Construction Interim Cost      | \$124,845   |
| Permanent Financing            | \$7,267     |
| Soft Cost                      | \$125,850   |
| Syndication Cost               | \$45,460    |
| Developer Fees                 | \$794,516   |
| Project Reserves               | \$150,000   |
| Total Development Costs        | \$6,241,289 |

**Sources of Funding**

|                              |             |
|------------------------------|-------------|
| Limited Partner Contribution | \$4,865,703 |
| CDBG/HOME                    | \$915,000   |
| VA                           | \$460,586   |
| Total Sources of Funding     | \$6,241,289 |

**Phase Ib - Development Summary**

|                                |             |
|--------------------------------|-------------|
| Construction & Contractor Fees | \$967,432   |
| Contingency                    | \$61,846    |
| Professional Fees              | \$138,352   |
| Construction Interim Cost      | \$58,700    |
| Permanent Financing            | \$7,267     |
| Soft Cost                      | \$19,500    |
| Syndication Cost               | \$0         |
| Developer Fees                 | \$100,248   |
| Project Reserves               | \$26,477    |
| Total Development Costs        | \$1,379,822 |

**Sources of Funding**

|                          |             |
|--------------------------|-------------|
| HUD 811                  | \$1,092,522 |
| CDBG/HOME                | \$287,301   |
| Total Sources of Funding | \$1,379,823 |

### **Next Steps**

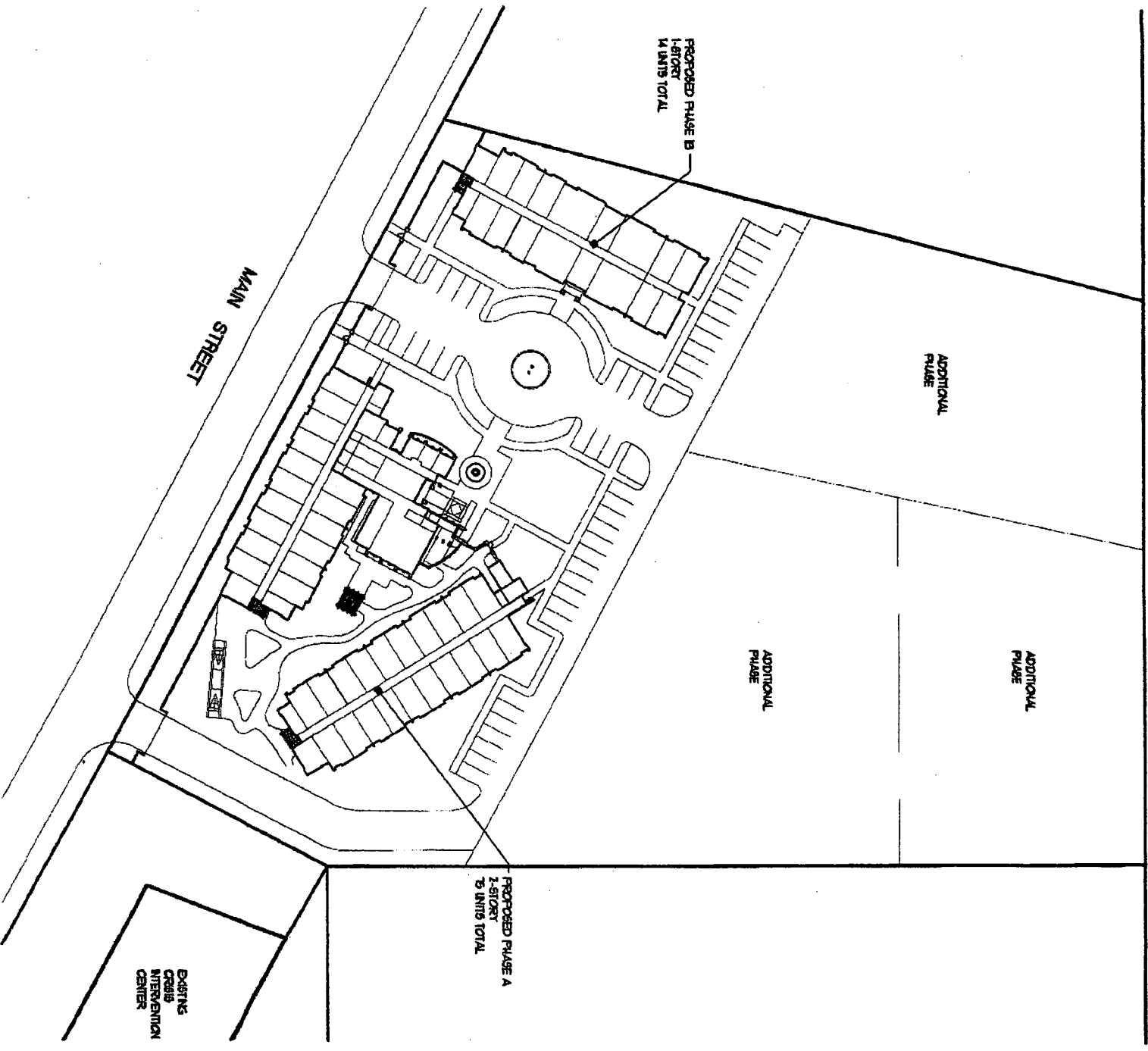
To implement and complete the proposed development in the most efficacious manner, HELP will need to devote considerable staff time and engage profession services (architect, engineer, market study firm, development consultant, lawyer, etc.) specifically for this project. Before incurring such a considerable expense, HELP and the City will need to agree on the broad physical and financial development plans such as those presented herein. In addition, HELP will need financial support from the City to defray the predevelopment expenses that will be associated with the detailed planning and implementation of the project. The predevelopment expenses for moving forward on projects such as these can be as much as \$400,000 therefore in the near future HELP would require assistance for the first portion of these expenses of approximately \$100,000.

Also, as currently proposed, the project will need a variance from the City's requirements regarding parking spaces. HELP's experience with both the St. Vincent and Bonanza View projects demonstrates that, because that the homeless populations to be served typically have fewer cars than the general population for whom the requirement was written, a large amount of space goes unused. In addition, providing the number of spaces required by the letter of the law would require the project to either reduce the number of units or proceed with a more crowded, less attractive design. The City's efforts to alleviate the burden that might be imposed by a parking requirement that is not relevant to the population to be served will contribute to the success of this project.

I will contact you next week, after you and your staff have had time to review this plan, to discuss your initial comments on this proposal and to possibly schedule a conference call with HELP to further discuss any questions or concerns.

Thank you for your consideration.

Copy To: Maria Cuomo Cole  
Richard Motta  
Vincent Ravaschiere  
Craig Galati



HEMPLEND, LAS VEGAS  
HEMPLEND, LAS VEGAS

PRELIMINARY CONCEPT SKETCH

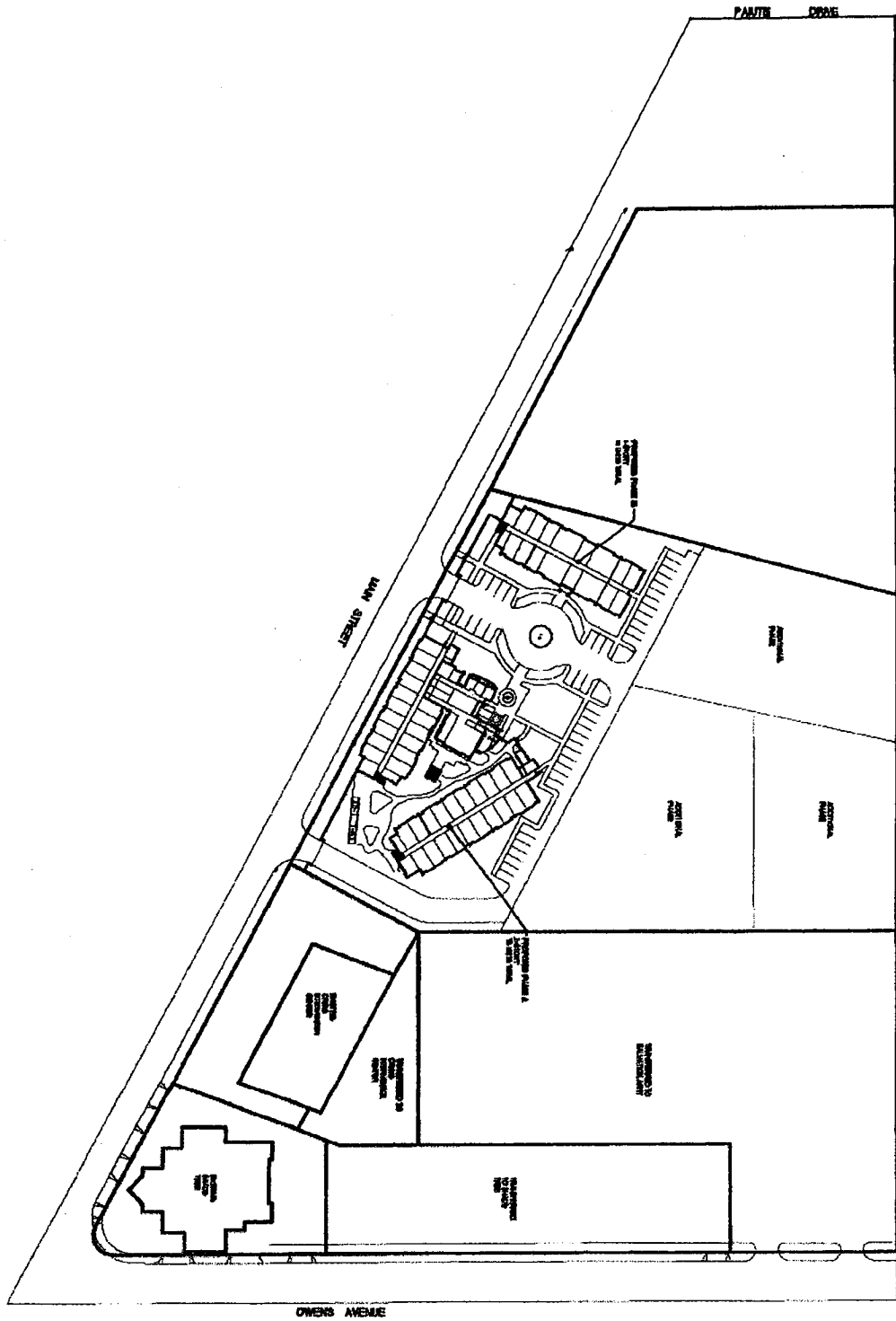
SEPTEMBER 30, 2003



**PRELIMINARY CONCEPT SKETCH**

SEPTEMBER 30, 2003

SCALE 1"=100'



**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 17, 2003**

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**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

☐

**CONSENT**

☒

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a First Amendment to Development Agreement between the City of Las Vegas and the Howard Hughes Corporation for the Summerlin West Area - Wards 2 and 4 (L.B. McDonald and Brown)

**Fiscal Impact**

☒

**No Impact**

**Amount:**

☐

**Budget Funds Available**

**Dept./Division:**

☐

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

The Howard Hughes Corporation is the owner and master developer of certain land within Summerlin West, which lies within the corporate boundaries of the City and is part of the Summerlin master planned community. This amendment will modify the terms of that certain Development Agreement and will include a minimum of 2 acres of "recreational space" per 1000 residents and 0.5 acres of "passive space" per 1000 residents for recreation, a neighborhood pool, community center, police station, and a third fire station (the City has agreed on locations for two fire stations).

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

First Amendment to Development Agreement

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN L.B. McDONALD recommended Item 9 be forwarded to the Full Council with a "DO PASS" recommendation including the recommended changes. COUNCILMAN WEEKLY concurred.**

**MINUTES:**

COUNCILMAN WEEKLY declared the Public Hearing open.

DEPUTY CITY MANAGER BETSY FRETWELL advised that this is an amendment to the 1997 Howard Hughes Summerlin West Agreement. It provides for an adjustment to the agreement establishing 2 acres of recreational space per 1,000, and ½ an acre of passive space per 1,000 residents will be afforded for recreational purpose in the entire community. In addition,

REAL ESTATE COMMITTEE MEETING OF NOVEMBER 17, 2003

Public Works

Item 9 - Discussion and possible action regarding a First Amendment to Development Agreement between the City of Las Vegas and the Howard Hughes Corporation for the Summerlin West Area - Wards 2 and 4 (L.B. McDonald and Brown)

**MINUTES – Continued:**

there will be a neighborhood pool accessible by individuals living in the area, a community center deeded to the City of Las Vegas, a police substation deeded to the City of Las Vegas and a site for a third fire station to be built contingent upon development at a future date at the far west side of the development. It also includes a density adjustment of about 9,000 units. Staff recommends approval.

COUNCILWOMAN McDONALD pointed out that there would be additional meetings to identify the site of future Station #47 and to establish timeline language. This is one of the most important pieces of legislation for her Ward and addresses the future of Summerlin. As many as 30,000 residents are anticipated for the region west of the 215. This will impact growth in the next 20 years. She acknowledged the efforts of DEPUTY CITY MANAGER FRETWELL and JEFF GEEN of Howard Hughes Corporation for leading these grueling negotiations.

JEFF GEEN, Howard Hughes Corporation, concurred with the agreement summary given by DEPUTY CITY MANAGER FRETWELL. He thanked COUNCILWOMAN McDONALD and the City Manager's staff for their help through the process.

DEPUTY CITY MANAGER FRETWELL read a correction into the record for Page 3, Line 5 to replace Station 46 to third fire station. The reference to Exhibit A two lines below that should be changed to Exhibit C.

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:13 – 3:17)

1-217



FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
FOR THE SUMMERLIN WEST AREA

This First Amendment to Development Agreement For the Summerlin West Area ("First Amendment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2003 by and between **THE CITY OF LAS VEGAS** (the "City") and **THE HOWARD HUGHES CORPORATION**, a Nevada corporation ("Owner"), as successor in interest to Howard Hughes Properties, Limited Partnership ("HHPLP"), for the purpose of amending the terms of that certain Development Agreement between the City and HHPLP, recorded on November 21, 1997 in Book 971121 as Instrument No. 00839 (the "Development Agreement"), concerning the Property described therein and as set forth in Exhibit A attached hereto.

The parties agree to supplement and amend the Development Agreement as set forth herein.

1. Recreational Space. Owner agrees that the Property will, upon completion of development, include a minimum of 2 acres of "programmable space" per 1000 residents and 0.5 acres of "passive space" per 1000 residents. "Programmable space" shall be defined as the gross area of any park or open space area that contains turf areas for active play, playground equipment, play fields (such as baseball, softball, soccer or football), picnic areas, bocce, basketball, tennis or shuffleboard courts, horseshoe pits, swimming pools and other recreational equipment or facilities (the Programmable Space and Passive Space are hereinafter referred to collectively as the "Recreational Space"). "Passive space" shall be defined as the gross area of any pedestrian and bicycle trails and parks that do not contain any of the foregoing recreational elements. Bicycle lanes that are attached to public streets and sidewalks that are included as part of a typical street cross section will not be considered as Recreational Space. For purposes of determining the amount of Recreational Space required by this Section, it will be presumed that the resident population of the Property equals 2.5 people per residential dwelling unit. Age-restricted communities will be excluded from the population count, provided they include self-contained recreational amenities. Recreational Space may be located within regional or community parks that may be dedicated to the City, so long as the City consents to such dedication.

2. Neighborhood Pool: Owner agrees to construct a swimming pool (the "Neighborhood Pool") and dedicate the Neighborhood Pool to the Summerlin Council for use by all members of the Summerlin Council. The Neighborhood Pool will include at least the land area that is fenced or walled off for public safety and security and adequate parking area or easements for adequate parking to serve the reasonable vehicle parking requirements of the Neighborhood Pool, together with means of access for ingress and egress to the Neighborhood Pool. The Summerlin Council may, in its discretion, charge reasonable user fees to offset the costs of ownership, maintenance, and reserves for repair and replacement of the Neighborhood Pool.

3. Community Center. Owner agrees to design and construct, at its sole cost and expense (subject to Special Improvement District funding as described below in Section 19), a community center of approximately 25,000 square feet that is similar in design and finish to the Veteran's Memorial Center in the Arbors Village (the "Community Center"), together with off-site improvements installed pursuant to the City's standard Offsite Improvements Agreement, and to offer to dedicate the Community Center to the City free of all liens, encumbrances, SID assessments, and any covenants, conditions and restrictions other than those currently of record and as set forth in Section 23 below. Owner shall take all measures necessary to create a separate parcel for the Community Center site prior to obtaining a building permit therefor; provided, the City will cooperate in good faith. The programming concept for the Community Center will be developed by the parties and mutually agreed to prior to commencement of construction of the Community Center. The City agrees (i) to accept dedication of the Community Center and appurtenant facilities subject to adherence to design and construction standards that are mutually acceptable to the parties as established prior to the commencement of construction, and (ii) to maintain the Community Center in accordance with a written maintenance standard that is mutually acceptable to the parties. The location of the Community Center may be adjacent to the Neighborhood Pool described above. Owner shall have no obligation to furnish or equip the Community Center, or, following completion and dedication to the City, to operate or pay any portion of the operational costs of the Community Center.

4. Police Substation. Owner will design and construct, at its sole cost and expense (subject to Special Improvement District funding as described below in Section 19), a police substation with a helicopter landing pad, together with off-site improvements installed pursuant to the City's standard Offsite Improvements Agreement, within an area of approximately 5 acres of land within the Property, and dedicate the land and facilities (collectively, the "Substation") to the City, free of all liens, encumbrances, SID assessments and any covenants, conditions and restrictions other than those currently of record and as set forth in Section 23 below, for the exclusive use of the Las Vegas Metropolitan Police Department ("LVMPD"). Any portion of the 5 acres that is not used by the LVMPD will nevertheless be dedicated to the City for use by the City for any public governmental purpose. The City agrees to accept dedication of the Police Substation and appurtenant facilities subject to adherence to design and construction standards that are mutually acceptable to the parties and LVMPD as established prior to commencement of construction. The Substation will satisfy Owner's obligation to donate 5 acres to the City for a satellite Government Center under Section 5.02 of the Development Agreement. The Substation will be similar in design, finish and functional characteristics to the existing Bolden Area Command Substation. Owner shall not be required to construct the Substation earlier than seven (7) years from the date of this First Amendment, unless the parties agree to build and operate the Substation earlier. City agrees that Owner shall have no obligation to furnish or equip the station, or, following completion and dedication to the City, to operate or pay any portion of the operational costs of the Substation.

5. Third Fire Station. Owner and City have agreed on locations for two fire stations, designated as Station 47 (near the intersection of Desert Foothills Drive and Far Hills Avenue) and Station 46 (near the intersection of Lake Mead Boulevard and the Beltway). If the City determines that an additional (third) fire station is required to serve the Planned Community, Owner shall, at its sole cost and expense, dedicate one and three-fourths (1.75) acres of land with the same net minimum dimensions as for Stations 46 and 47, and construct those Standard Improvements required to serve such additional land, for such fire station; provided the City commits to construct, equip and operate the fire station at City's expense and to have the station in operation within a reasonable time following acceptance of dedication of the property.

Owner shall dedicate the Third Fire Station site to the City free of all liens and encumbrances, and shall execute the City's standard form of Off-site Improvements Agreement and pursuant thereto shall install the off-site improvements related to such Station, including stubbing all utilities necessary to operate the Station to the property line. The City shall construct, equip and operate Station 46 in coordination with Owner's installation of the off-site improvements. Owner will not be responsible for dedication of the site until at least such time as Owner begins development of residential units within the area west of the line shown on Exhibit "A" hereto (being the westerly boundary of proposed Villages 24, 30, 29 and 28). Other than as set forth in this paragraph, Owner shall not be responsible for the costs of construction or operation of the third fire station.

Paragraphs 6 through 15 below apply to the Community Center and Police Substation (collectively referred to hereinafter as the Projects, or singly as a Project).

6. Plans and Specifications. Owner shall design each Project, and shall submit such plans and specifications in stages of 50%, 90% and 100% plan sets to the City's Architectural Services Section and obtain final approval thereof prior to proceeding with other necessary approvals and documentation required by the development process through the regulatory authorities referred to below. Owner does hereby acknowledge and agree that the City's Architectural Services Section does not have any control, authority or influence over the decisions or requirements of other regulatory authorities which are separate from the City, or which may be departments of the City acting in a regulatory manner including, but not limited to, the Building Department, Fire Department, Planning Department or divisions within the Department of Public Works. Owner is responsible for complying with the requirements imposed by the regulatory authorities (including complying with the departments of the City acting in a regulatory manner—i.e. it shall be the responsibility of Owner to obtain any inspections required for the Projects through the City, State of Nevada or other local agencies, provided the City's Architectural Services Section shall act in good faith to resolve any dispute between conflicting departments of the City). Owner shall secure the necessary permits including, but not limited to, building permit, dust control permit, sanitation or sewer discharge permit, water permit or other applicable permits, and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Projects. The duties of Owner to the Architectural Services Section and the Section's Project Manager pursuant to this Agreement, are in addition to and independent of any requirements of the above-referenced regulatory authorities.

7. Notification and Inspections.

(A) Owner agrees to notify the Architectural Services Section's Project Manager ("Project Manager"), as so designated from time to time by the Architectural Services Section, in writing not less than seven (7) days in advance of the time when site design, permitting and construction work is anticipated to commence on a Project.

(B) If, after such notice has been given, conditions develop that delay the commencement or continuation of such work for more than one week, Owner agrees to notify the Project Manager in writing of such delay.

8. Project Access. The City shall have the right to enter and access the Project site at any time to review field conditions and verify compliance with the Project plans and specifications. If items are found to be in non-compliance with the Project plans or

specifications, the Project Manager shall notify Owner in writing of items in need of correction, repair or replacement, and Owner shall diligently comply therewith; provided, however, that the inspection of any phase of the work shall not relieve Owner of its responsibility for the proper construction, installation and maintenance of the work, materials and equipment, in accordance with the standards that are set forth in Paragraphs 6 and 14 hereof, or abridge the right of the City to require the correction of faulty workmanship or the replacement of defective materials at any time during the course, or subsequent to the completion, of the work. Should subsurface conditions, including without limitation excess water, clay salts, voids or similar defects, subsequently be discovered, the City may require Owner, at Owner's sole cost and expense, to alter the plans and specifications for any further construction or to correct, change or reconstruct the area that is affected by such conditions, or to take both of such actions. Only the Project Manager shall have the authority to direct, approve or accept deviations from the design, specifications or other requirements of this Agreement.

9. Utilities. Owner agrees, at its sole cost and expense, to make any adjustment in the construction of the project which is necessary in order to accommodate the location of all existing utilities or, in the alternative and with the approval of the utility company that owns such utilities, to adjust such utilities in order to avoid any conflict between them and the Project requirements. Owner shall install, and pay the costs for, all utility fees and hook-ups required for the final operation of the Project.

10. As-built drawings and specifications. Owner shall keep a marked-up, up-to-date set of drawings showing as-built conditions of the work during the course of construction as an accurate record of the deviations between the work as shown on the drawings and specifications and the work as installed. Upon completion of the work, Owner shall furnish to City a complete set of as-built drawings, in both Mylar hardcopy format and AutoCAD 2000 electronic format, neatly and accurately revised to reflect the as-built conditions of the work, and the word "Record" shall be clearly printed on each sheet and showing the City of Las Vegas Planroom number and sheet numbers. The record specifications shall be prepared in the format of Microsoft Word, and a hardcopy signed and dated shall be provided to the City at the completion of the Project.

11. Schedule of values. Owner shall provide to the City a Schedule of Values allocated to various portions of the work. The Schedule of Values shall be formed and supported by such data and information acceptable to the City. Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. Owner shall warrant the Schedule of Values to be reliable and accurate, and documents used in the preparation thereof shall be available for review by the City. All overhead costs shall be proportionately distributed across all line items in the Schedule of Values.

12. Maps, Plans And Other Documents. Owner agrees to furnish the City, upon the completion of the Project, a paper copy of the following information with respect to the Project:

Building Permit Card Final Signatures obtained  
Certificate of Occupancy or Certificate of Completion  
Punch List signed off as completed by the Project Manager  
Documentation of the following utilities confirmed:  
    Service Accounts established, fees paid, & utility operating for:  
        Water  
        Sewer

- Power
- Phone for station
- Phone for fire alarm
- Phone for irrigation controls
- Water "Turn On" application completed
- Water "Bill of Sale" completed
- Affidavit of Release of Debts and Claims
- Affidavit of Release of Liens
- Operation and maintenance manuals
- Product warranties and bonds
- Testing reports
- Water Audit Report showing the irrigation system meets the City approved specifications
- Material overages, spare parts, maintenance products, repair kits
- Record Drawings on mylar clearly detailing all construction revisions include all survey, topographic and utility agency/company design drawings for each utility constructed.
- Geo-technical Report
- Geo-technical Data Report
- Survey Report
- Environmental Assessment Report
- Biological Assessment / Mitigation Report (if any)
- Project cost breakdown (Schedule of Values)
- Construction project progress photographs, taken on a regular basis, labeled and dated
- Contractor's daily reports

13. Project Approval.

(A) The City shall not approve or accept a Project as completed, notwithstanding any prior approval pursuant to Paragraph 8 above of any phase of the construction, until a final inspection has been made by the Project Manager or his designated representative, and he is reasonably satisfied that all of the work thereon has been performed in a satisfactory manner. The City hereby reserves the right to require the correction by Owner of any portion of the work that does not comply with the standards that are set forth in Paragraphs 6 and 14 hereof. Minimum requirement for project approval include but are not limited to a complete and functional facility.

(B) It is expressly understood and agreed by Owner that final inspection and approval by the City of the work does not relieve Owner of its responsibility for latent defects in the work.

(C) Upon acceptance of the work, Owner shall promptly transfer all active utility accounts to the City.

14. Standards Of Design, Construction And Installation. Owner agrees that the construction and installation of a Project shall be in accordance with all applicable codes, ordinances and regulations of the City, including without limitation the Uniform Standard Drawings for Public Works Construction, Clark County Area, and the Uniform Standard Specifications for Public Works Construction, Clark County Area, OAS (Office of Architectural Services) Design Standards, that are in effect on the date of the execution of this Agreement.

15. Schedule Of Completion. The design and permitting phase of the Police Substation shall be completed within 180 calendar days of the date the City notifies the Owner to proceed with the Police Substation pursuant to the terms of this Agreement, provided that Owner shall not be required to complete the design and permitting therefor any earlier than reasonably required to meet the construction completion date set forth in Section 4 above and provided that Owner shall not be obligated to commence design of the Police Substation until the City has committed in writing to fund the furnishing, equipment and operation thereof. The construction of the Police Substation shall commence within 120 calendar days after the date of approval of the plans and specifications required in paragraph 6 hereof and shall be completed, and all rubbish, trash, debris, surplus material and equipment removed from the Project site, within a two year period from the start of construction.

The design and permitting phase of the Community Center shall be completed within 540 calendar days of the date the City notifies the Owner to proceed with the Community Center pursuant to the terms of this Agreement; provided that Owner shall not be obligated to commence design of the Community Center until the City has committed in writing to fund the furnishing, equipment and operation thereof. The construction of the Community Center shall commence within 120 calendar days after the date of approval of the plans and specifications required in paragraph 6 hereof and shall be completed, and all rubbish, trash, debris, surplus material and equipment removed from the Project site, within a two year period from the start of construction.

The Project Manager may approve adjustments to the Project schedule if documentation is provided that demonstrates justifiable non-compliance with stated milestones. Final acceptance of the Project will be via letter after all provisions of the Agreement have been met and final documentation for the Project has been received by the City. All of Owner's obligations with respect to a Project shall cease upon final inspection and dedication of the Project to the City as provided herein.

16. Responsibility For The Worksite. Owner is responsible at all times for securing the work and the Project Site and furnishing all utility services until the Project is completed and dedicated to the City. Owner shall conduct its operations in a manner as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the work or to the property of Owner, the City or any other person. Owner shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. Owner shall continuously inspect the work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

17. Indemnification.

(A) Owner hereby agrees to protect, indemnify and hold the City, its officers, agents and employees, harmless from and against any and all claims, liens, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which the City, its officers, employees or agents, may suffer, or which may be sought against, or are recovered or obtainable from, the City, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of Owner or its contractor, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, Owner, its contractor, subcontractors or agents in the construction or installation of a Project or the performance of this Agreement.

(B) In this connection, Owner expressly agrees, at its sole cost and expense, to defend the City, its officers, employees and agents, in any claim, suit or action that may be asserted, or brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which Owner has agreed to indemnify the City, its officers, employees and agents. If Owner fails so to do, the City shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to Owner, and the City may recover such costs.

18. Disclosure Of Principals. Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Owner warrants that it has disclosed, on the disclosure form attached hereto as Exhibit B, all principals, including partners, of Owner, as well as all persons and entities holding more than a 1% interest in Owner, or any principal of Owner. If Owner 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 (ERISA)), and attaches current copies of such federal disclosures to Exhibit A, the requirement of this Section shall be satisfied. Throughout the term hereof, Owner shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

19. Special Improvement District Funding. The City agrees to cooperate in securing special improvement district funding for the design and construction of the Regional Parks which will be dedicated to the City, the Community Center and the Police Substation, including seeking an amendment to the Special Improvement District Guidelines, if necessary, to permit such funding under NRS Chapter 271. Funding of improvements shall be subject to the availability of funds for such purposes in any existing or future special improvement districts created within the Property. All improvement district funding will be in compliance with the Special Improvement District Guidelines.

20. Transportation Master Plan Update. Owner agrees to reimburse City for its reasonable costs incurred to update the Transportation Master Plan; provided the maximum reimbursement shall not exceed \$180,000. The parties agree that the update will address the impact of increasing the number of residential units on the Property from 20,250 to 30,000 and will include the major street segments and intersections south of Cheyenne Avenue, north of Sahara Avenue and west of Rainbow Boulevard. In consideration, City agrees that, except as provided in Section 9.03 of the Development Agreement, Owner, shall have no obligation to participate in, pay, contribute or otherwise provide any further exactions to provide for rights-of-way, facilities or improvements for the road and motor vehicular traffic system outside of the Planned Community or for any facilities, equipment or physical improvements outside the Planned Community that are a substitute therefor.

21. Maximum Residential Units. The number of residential dwelling units that may be developed by right on the Property is hereby increased from 20,250 to 30,000.

22. Term of Development Agreement. The Term of the Development Agreement shall expire on the thirtieth (30th) anniversary of the date this First Amendment is approved by the City Council, unless extended by written agreement executed by City and Owner.

23. Public Land Use Restriction. Any land dedicated by Owner to the City pursuant to the terms of this Agreement will be restricted by deed restriction to the intended uses as described herein.

24. Continuing Effect. Except as explicitly modified by this First Amendment, the Development Agreement shall remain in full force and effect. Any capitalized term used herein shall have the same meaning as in the Development Agreement unless otherwise specified.

In witness whereof the parties have executed and acknowledged this instrument as of the day and year set forth above.

THE HOWARD HUGHES CORPORATION,  
a Delaware CORPORATION

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEVADA     )  
                                      ) ss.  
COUNTY OF CLARK    )

On \_\_\_\_\_, 2003, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

\_\_\_\_\_  
(SEAL)



CITY OF LAS VEGAS, NEVADA

By: \_\_\_\_\_  
Print Name: Oscar B. Goodman  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Barbara Jo Ronemus, City Clerk

Approved As To Form:  
Thomas R. Green 11-10-03  
Deputy City Attorney Date

STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF CLARK    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2003 by  
\_\_\_\_ Oscar B Goodman as Mayor of the City Of Las Vegas, Nevada.

\_\_\_\_\_  
Notary Public  
(My commission expires: \_\_\_\_\_)

EXHIBIT A  
DESCRIPTION OF PROPERTY

SECTIONS 15, 21, 22, 27, 28, 29 AND 33, AND THAT PORTION OF SECTIONS 14, 16, 17, 20, 23, 26, 32, 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 59 EAST, AND THAT PORTION OF SECTIONS 3 AND 4, TOWNSHIP 21 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AND DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 84, PAGE 70 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD THE FOLLOWING SEVEN (7) COURSES: SOUTH 89 48'28" WEST, 5653.85 FEET; THENCE CURVING TO THE LEFT ALONG THE ARC OF A 1575.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 47 52'51", AN ARC LENGTH OF 1316.19 FEET; THENCE SOUTH 41 55'37" WEST, 243.07 FEET; THENCE NORTH 82 46'06" WEST, 464.52 FEET; THENCE SOUTH 07 13'54" WEST, 100.00 FEET; THENCE SOUTH 82 46'06" EAST, 395.29 FEET; THENCE SOUTH 41 55'37" WEST, 742.92 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF GOVERNMENT LOT 3 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 59 EAST; THENCE ALONG THE SOUTH LINE OF GOVERNMENT LOT 3 AND ALONG THE SOUTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 3, NORTH 89 40'23" WEST, 2004.86 FEET TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 1 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 59 EAST; THENCE ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 AND ALONG THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 4, SOUTH 89 17'20" WEST, 2672.22 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE NORTH 60 16'18" WEST, 2513.04 FEET TO THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE NORTH 58 20'20" WEST, 2584.21 FEET TO AN ANGLE POINT ESTABLISHED BY THE BUREAU OF LAND MANAGEMENT; THENCE NORTH 66 34'14" WEST, 3713.62 FEET TO THE WEST QUARTER (W 1/4) CORNER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF SAID SECTION 32, NORTH 05 28'00" WEST, 2847.56 FEET TO THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF SAID SECTION 29, NORTH 02 16'41" EAST, 2632.06 FEET TO THE WEST QUARTER (W 1/4) CORNER OF SAID SECTION 29; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 02 38'27" EAST, 2633.34 FEET TO THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF SAID SECTION 20, NORTH 02 24'39" WEST, 2631.68 FEET TO THE WEST QUARTER (W 1/4) CORNER THEREOF; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 20, SOUTH 89 33'03" EAST, 2605.65 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST (NE 1/4) QUARTER OF SAID SECTION 20; THENCE ALONG THE WEST LINE THEREOF, NORTH 02 30'48" WEST, 2629.25 FEET TO THE SOUTH QUARTER (S 1/4) CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 17, NORTH 00 22'56" WEST, 2633.39 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), SOUTH 89 34'11" EAST, 2628.84 FEET TO THE WEST QUARTER (W 1/4) CORNER OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE NORTH LINE OF THE SOUTH (S 1/2) HALF OF SAID SECTION 16, NORTH 88 43'13" EAST, 5356.98 FEET TO THE WEST QUARTER (W 1/4) CORNER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF SAID SECTION 15, NORTH 00 42'42" EAST, 2718.82 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE NORTH LINE OF SAID SECTION 15, NORTH 89 48'42" EAST, 5353.83 FEET TO THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 14, NORTH 89 05'14" EAST, 1415.89 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED PARCEL 1 (FILE 84, PAGE 70 OF PARCEL MAPS); THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 THE FOLLOWING EIGHT (8) COURSES: SOUTH 00 03'30" WEST, 4049.20 FEET; THENCE SOUTH 74 00'00" EAST, 1978.63 FEET; THENCE FROM A TANGENT BEARING SOUTH 13 47'28" WEST CURVING TO THE LEFT ALONG THE ARC OF A 4275.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF

07 51'12", AN ARC LENGTH OF 585.96 FEET; THENCE SOUTH 05 56'16" WEST, 5027.29 FEET; THENCE CURVING TO THE LEFT ALONG THE ARC OF A 6675.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 25 51'36", AN ARC LENGTH OF 3012.71 FEET; THENCE SOUTH 19 55'20" EAST, 2219.26 FEET; THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 6325.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 17 56'51", AN ARC LENGTH OF 1981.26 FEET; THENCE SOUTH 01 58'29" EAST, 4356.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 8350.27 ACRES.

EXCEPTING THEREFROM PARCEL 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 82, PAGE 01 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

ALSO EXCEPTING THEREFROM PARCEL 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 84, PAGE 71 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

TOTAL AREA CONTAINS APPROXIMATELY 8318.64 ACRES.

# EXHIBIT "B"

## DISCLOSURE OF PRINCIPALS

In compliance with City of Las Vegas Resolution R-105-99, the undersigned certifies that THHC, is wholly owned by The Rouse Company, a public corporation required to provide ownership disclosure under federal law, and that a current copy of such federal disclosure is submitted herewith.

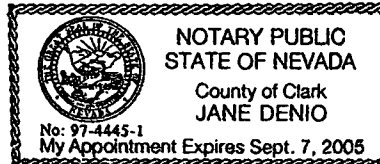
THE HOWARD HUGHES CORPORATION:

By: *Jeffrey B. Beene*  
Authorized Signatory

State of Nevada                    )  
                                          )ss.  
County of Clark                 )

Subscribed and sworn to before me this  
6<sup>th</sup> day of October 2003.

*Jane Denio*  
Notary Public



**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 17, 2003**

---

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

☐

**CONSENT**

☒

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding the Pueblo Park Transfer and Maintenance Agreement between the City of Las Vegas, the Howard Hughes Corporation, the Summerlin Council and the Summerlin North Community Association for the Summerlin North Area - Ward 4 (Brown)

**Fiscal Impact**

☒

**No Impact**

**Amount:**

☐

**Budget Funds Available**

**Dept./Division:**

☐

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

The Howard Hughes Corporation is the owner and master developer of Summerlin North within the corporate boundaries of the City and is part of the Summerlin master planned community. This agreement will set forth the procedure by which the City will transfer the Pueblo Park to the Summerlin Council and will set forth the ownership and maintenance of the Pueblo Park by the Summerlin Council.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

The Pueblo Park Transfer and Maintenance Agreement

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN L.B. McDONALD recommended Item 10 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.**

**MINUTES:**

COUNCILMAN WEEKLY declared the Public Hearing open.

DEPUTY CITY MANAGER BETSY FRETWELL indicated that this involves the same negotiations with the Howard Hughes Corporation. In the Summerlin North Parks Agreement adopted over a year ago the City retained ownership of the public park and agreed upon maintenance and other issues. It is the desire of the homeowners association to take ownership and maintenance responsibilities. This would make the transfer.

REAL ESTATE COMMITTEE MEETING OF NOVEMBER 17, 2003

Public Works

Item 10 - Discussion and possible action regarding the Pueblo Park Transfer and Maintenance Agreement between the City of Las Vegas, the Howard Hughes Corporation, the Summerlin Council and the Summerlin North Community Association for the Summerlin North Area - Ward 4 (Brown)

**MINUTES – Continued:**

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:17 – 3:18)

1-342

**APN #'s 138-21-710-010  
138-21-311-009  
138-20-701-003**

**SUMMERLIN NORTH  
THE PUEBLO PARK TRANSFER AND MAINTENANCE AGREEMENT**

**THE PUEBLO PARK TRANSFER AND MAINTENANCE AGREEMENT**  
(the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada (the "City"), **THE HOWARD HUGHES CORPORATION**, a Delaware corporation ("HHC"), **THE SUMMERLIN COUNCIL**, a Nevada nonprofit corporation, and **SUMMERLIN NORTH COMMUNITY ASSOCIATION**, a Nevada nonprofit corporation.

**RECITALS**

1. HHC is the successor in interest to Howard Hughes Properties, Limited Partnership, a Delaware limited partnership ("HHPLP") as the owner and master developer of "Summerlin North" within the corporate boundaries of the City, which is part of the master planned community of Summerlin. (HHC and HHPLP are collectively referred to herein as the "Hughes Companies"). HHPLP previously entered into the Development Agreement with the City for the Summerlin North Area ("Development Agreement"). Pursuant to the Development Agreement, The Hughes Companies developed and dedicated to the City, The Pueblo Park, which is further described and depicted in Exhibit A, attached hereto.

2. In Summerlin North, the matter of the ownership and maintenance of parks has been addressed in the Declaration of Covenants, Conditions, Restrictions And Reservation Of Easements For Summerlin North Community Association, recorded August 15, 1997 as instrument number 00692 in book 970815 of Official Records of Clark County, Nevada, and in the Summerlin Council Governing Documents referred to therein (such declaration and such governing documents collectively referred to herein as the "Declaration").

3. The Parties wish to enter into this Agreement to: (i) set forth the procedure by which the City will transfer The Pueblo Park to The Summerlin Council, and (ii) set

forth the ownership and maintenance of The Pueblo Park by the Summerlin Council. The parties intend that this Agreement be a covenant running with the land with respect to The Pueblo Park.

NOW, THEREFORE, in consideration of the above recitals and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following plan for the transfer, maintenance and benefit of The Pueblo Park. This Agreement shall run with, and shall be binding upon and pass with the ownership interest in The Pueblo Park and shall inure to the benefit of and apply to and bind the Parties, and their respective successors in interest.

**1. Transfer of The Pueblo Park.** Upon approval and execution of this Agreement by the parties, the City shall transfer The Pueblo Park (the "Park") by grant, bargain, sale deed to The Summerlin Council. Upon conveyance, The Park shall be part of the Summerlin Council Area of Common Responsibility subject to the Declaration. Upon such conveyance, The Summerlin Council shall automatically accept the Park as a "park" to be maintained by the Summerlin Council pursuant to Section 15.2(a) of the Declaration.

**2. Maintenance Obligations.** The Summerlin Council assumes and accepts the duty pursuant to the Declaration to maintain the Park. The Summerlin Council shall maintain the Park in good condition and repair in compliance with the Declaration except as otherwise set forth herein. This Agreement takes the place of and satisfies the requirements of the maintenance plan with the Association required by the City with respect to the Park pursuant to NRS 278.4789.

**3. Rules and Regulations.** The Summerlin Council has the right to establish rules and regulations for use of the Park.

**4. Amendment of the Declaration.** HHC, the Summerlin Council or the Association shall not amend any provisions of the Declaration or take any action pursuant to the Declaration changing the character of the Park to another land use, without obtaining the prior written consent of the City.

**5. Damage and Restoration.** In the event of damage to or destruction to the Park, the Summerlin Council shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. All work shall be performed in a good and workmanlike manner and shall conform to all applicable governmental requirements, the Declaration and this Agreement.

**6. Binding Effect; Covenant Running With Land.** By acceptance of a deed, lease or document of conveyance, or acquiring any ownership or leasehold interest in the park, each person binds such person and such person's heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Agreement and any amendment hereto. In addition, each such person by so doing



hereby acknowledges that this Agreement sets forth a general scheme for the maintenance of the real property covered hereby and evidences such person's intent that all the provisions contained in this Agreement, as amended, shall run with the land and be binding on all subsequent and future owners, lessees, grantees, purchasers, assignees and transferees of property subject to this Agreement. Each such person fully understands and acknowledges that this Agreement shall be mutually beneficial and enforceable as provided herein by the various subsequent and future Owners, as well as by the parties hereto.

**7. Recordation.** This Agreement shall be recorded in the Official Records of Clark County, Nevada, and shall be effective upon such recordation.

**8. Duration and Amendment.** This Agreement shall continue in full force unless a Declaration of Termination satisfying the requirements of an amendment to this Agreement is Recorded. This Agreement may be amended at any time by recording an amendment executed by HHC, the City, Summerlin Council and the Association.

**9. Disclosure of Principals.** Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Owner warrants that it has disclosed, on the disclosure form attached hereto as Exhibit B, all principals, including partners, of Owner, as well as all persons and entities holding more than a 1% interest in Owner, or any principal of Owner. If Owner 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 A, the requirement of this Section shall be satisfied. Throughout the term hereof, Owner shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

***[SIGNATURES ON FOLLOWING PAGES]***

**SIGNATURE PAGE TO THE PUEBLO PARK TRANSFER AND DEVELOPMENT AGREEMENT**

THE HOWARD HUGHES  
CORPORATION,  
a Delaware CORPORATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2003, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

**SIGNATURE PAGE TO THE PUEBLO PARK TRANSFER AND DEVELOPMENT AGREEMENT**

THE SUMMERLIN COUNCIL,  
a Nevada nonprofit corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

                  This instrument was acknowledged before me on this \_\_\_\_ day of  
\_\_\_\_\_, 2003 by \_\_\_\_\_ as  
\_\_\_\_\_ of SUMMERLIN COUNCIL, a Nevada nonprofit  
corporation.

\_\_\_\_\_  
Notary Public  
(My commission expires: \_\_\_\_\_)

**SIGNATURE PAGE TO THE PUEBLO PARK TRANSFER AND DEVELOPMENT  
AGREEMENT**

SUMMERLIN NORTH COMMUNITY  
ASSOCIATION,  
a Nevada nonprofit corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

          This instrument was acknowledged before me on this \_\_\_\_ day of  
\_\_\_\_\_, 2003 by \_\_\_\_\_ as  
\_\_\_\_\_ of SUMMERLIN NORTH COMMUNITY  
ASSOCIATION, a Nevada nonprofit corporation.

\_\_\_\_\_  
Notary Public  
(My commission expires: \_\_\_\_\_)

**SIGNATURE PAGE TO THE PUEBLO PARK TRANSFER AND DEVELOPMENT AGREEMENT**

CITY OF LAS VEGAS, NEVADA

By: \_\_\_\_\_  
Print Name: Oscar B. Goodman  
Title: Mayor

ATTEST:

Approved as to form:

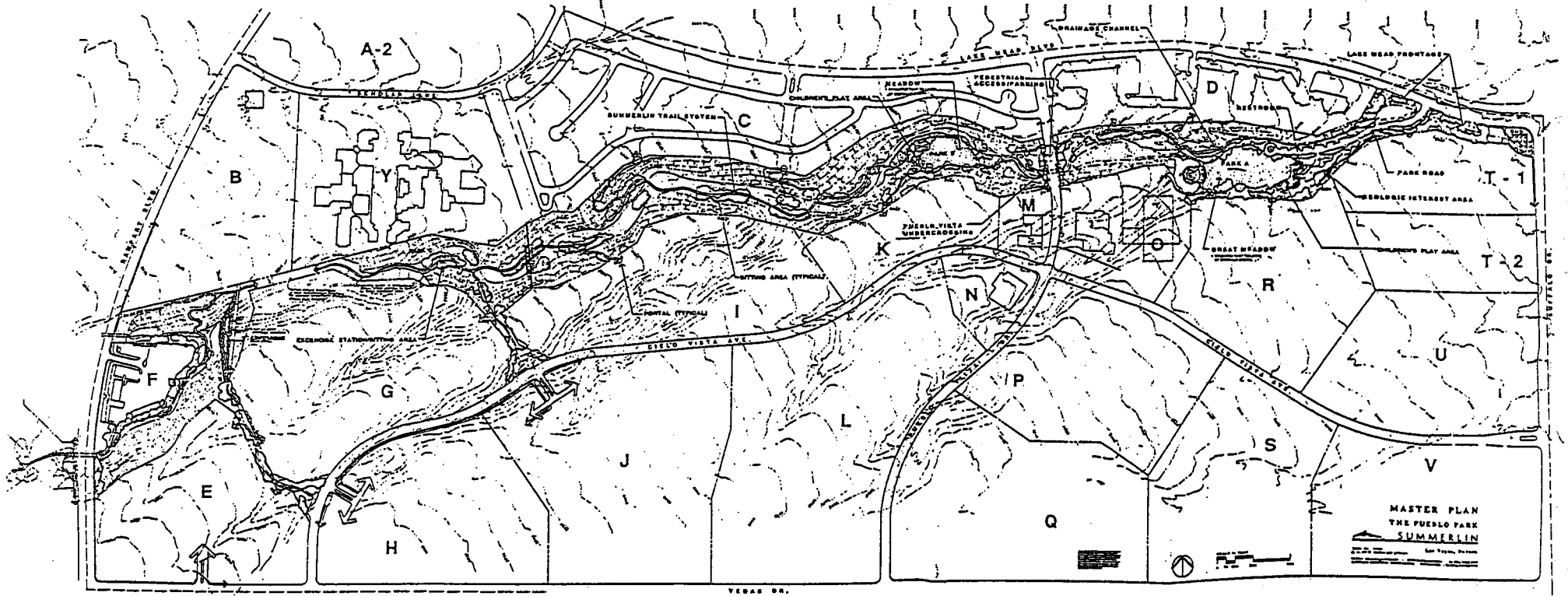
\_\_\_\_\_  
Barbara Jo Ronemus, City Clerk

Thomas R. Green 11-10-03  
Deputy City Attorney Date

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

\_\_\_\_\_ This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2003 by Oscar B. Goodman as Mayor of the City of Las Vegas, Nevada.

\_\_\_\_\_  
Notary Public  
(My commission expires: \_\_\_\_\_)



THE PUEBLO

# EXHIBIT "B"

## DISCLOSURE OF PRINCIPALS

In compliance with City of Las Vegas Resolution R-105-99, the undersigned certifies that THHC, is wholly owned by The Rouse Company, a public corporation required to provide ownership disclosure under federal law, and that a current copy of such federal disclosure is submitted herewith.

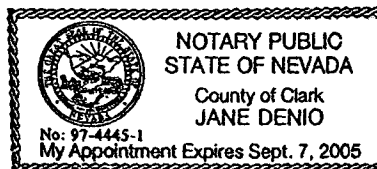
THE HOWARD HUGHES CORPORATION:

By: *Jeffrey B. Beem*  
Authorized Signatory

State of Nevada                    )  
                                          )ss.  
County of Clark                 )

Subscribed and sworn to before me this  
6<sup>th</sup> day of October 2003.

*Jane Denio*  
Notary Public



**AGENDA SUMMARY PAGE****REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 17, 2003**

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**DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☐**CONSENT**☒**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief**

Discussion and possible action regarding a Summerlin West Parks Agreement between the City of Las Vegas, the Howard Hughes Corporation, the Summerlin Council and the Summerlin West Community Association for the Summerlin West area - Wards 2 and 4 (L.B. McDonald and Brown)

**Fiscal Impact**☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

Howard Hughes Corp.(HHC) is the owner & master developer of certain land within Summerlin West, which lies within the corporate boundaries of CLV & is part of the Summerlin master planned community. This Agreement will set forth the procedure by which HHC may elect to construct Park Facilities & receive Park Fee credits in lieu of HHC or the Builders paying park fees. This Agreement will also set forth the ownership & maintenance of the Park Facilities by the Summerlin Council, & will establish the procedure by which the right is reserved or granted to the public for use of the Park Facilities.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Summerlin West Parks Agreement

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN L.B. McDONALD recommended Item 11 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.**

**MINUTES:**

COUNCILMAN WEEKLY declared the Public Hearing open.

DEPUTY CITY MANAGER BETSY FRETWELL stated this is similar to the Summerlin North Parks Agreement adopted and specifies how to identify qualified parks in lieu of park fees as well as park development by the builder as a result of development. It involves the completion



REAL ESTATE COMMITTEE MEETING OF NOVEMBER 17, 2003

Public Works

Item 11 - Discussion and possible action regarding a Summerlin West Parks Agreement between the City of Las Vegas, the Howard Hughes Corporation, the Summerlin Council and the Summerlin West Community Association for the Summerlin West area - Wards 2 and 4 (L.B. McDonald and Brown)

**MINUTES – Continued:**

and build-out of Summerlin West. It also provides for the 20-acre sports park required by the 1997 Agreement. It stipulates that Howard Hughes will set aside the land when the City sets aside the planning money. The City has five years after that set aside to initiate construction and five additional years to complete construction.

JEFF GEEN, Howard Hughes Corporation, again concurred with the agreement summary.

COUNCILWOMAN McDONALD commented that the park has been included in the Capital Project List. It is in the queue, waiting for development to catch up.

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:18 – 3:21)

**1-382**

## **SUMMERLIN WEST PARKS AGREEMENT**

**THIS SUMMERLIN WEST PARKS AGREEMENT** (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada (the "City"), **THE HOWARD HUGHES CORPORATION**, a Delaware corporation ("HHC"), **THE SUMMERLIN COUNCIL**, a Nevada nonprofit corporation, and **SUMMERLIN WEST COMMUNITY ASSOCIATION**, a Nevada nonprofit corporation.

### **R E C I T A L S**

1. HHC is the successor in interest to Howard Hughes Properties, Limited Partnership, a Delaware limited partnership ("HHPLP") as the owner and master developer of certain land described in Exhibit A attached hereto ("Summerlin West") within the corporate boundaries of the City, which is a part of the master planned community of Summerlin. (HHC and HHPLP are collectively referred to herein as the "Hughes Companies"). HHPLP previously entered into the Development Agreement with the City for the Summerlin West Area ("Development Agreement") which was recorded November 21, 1997 as instrument number 00839 in book 971121 of Official Records of Clark County.

2. The Hughes Companies have sold or intend to sell most of the land within Summerlin West to various home builders (the "Builders") for the purpose of constructing and selling residential dwelling units thereon.

3. Pursuant to Chapter 4.24 of the Municipal Code of the City (the "Code"), a residential construction impact fee (the "Park Fee") is payable prior to the issuance of a building permit for the construction of a residential dwelling unit.

4. Pursuant to Section 4.24.140 of the Code, the Park Fee may be waived for a project upon the developer's execution of an agreement with the City requiring the developer to construct park facilities ("Qualified Parks") in lieu of paying the Park Fees.

5. Pursuant to Section 4.24.100(A) of the Code, a developer may establish an association for the common ownership and maintenance of a developed park site that is designed for, and dedicated exclusively to, recreation in such development. In Summerlin West, the matter of the ownership and maintenance of parks has been

addressed in the Declaration of Covenants, Conditions, Restrictions And Reservation Of Easements For Summerlin West Community Association, recorded January 23, 2001 as instrument number 01409 in book 20010123 of Official Records of Clark County, Nevada, and in the Summerlin Council Governing Documents referred to therein (such declaration and such governing documents collectively referred to herein as the "Declaration").

6. The Parties wish to enter into this Agreement to: (i) set forth the procedure by which HHC may elect to construct Qualified Parks and receive Park Fee credits in lieu of HHC or the Builders paying Park Fees, (ii) set forth the ownership and maintenance of the Qualified Parks by the Summerlin Council, (iii) establish the procedure by which the right is reserved or granted to the public for use of the Qualified Parks, and (iv) for other purposes as set forth below. The parties intend that this Agreement be a covenant running with the land with respect to any Qualified Parks for which the Hughes Companies or any Builder receives Park Credits.

NOW, THEREFORE, in consideration of the above recitals and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following plan for the construction, protection and benefit of the Qualified Parks. This Agreement shall run with, and shall be binding upon and pass with the ownership interest in the Qualified Parks and shall inure to the benefit of and apply to and bind the Parties, and their respective successors in interest.

**1. Public Rights to Use Qualified Parks.** In Section 8.03 of the Development Agreement, the Hughes Companies agreed that the Qualified Parks (parks for which Park Credit has been given) would be available for use by the general public on a non-discriminatory basis. Prior to the receipt of any Park Credit for a Qualified Park, HHC shall ensure that a land use restriction creating nondiscriminatory access and use rights for the public to and over such Qualified Park is recorded against the park parcel in the Official Records of Clark County, and shall provide a verified copy thereof (with the recording information set forth thereon) to the City. In the event of any failure to record such restriction, the Summerlin Council shall record such restriction and provide such copy to the City upon receiving such Qualified Park from the Hughes Companies. Each Qualified Park shall be conveyed by HHC to the Summerlin Council within 60 days of final completion and accepted as a "Park" to be maintained by the Summerlin Council pursuant to Section 14.2.1 of the Declaration.

**2. Maintenance Obligations.** The Association hereby delegates to the Summerlin Council and the Summerlin Council assumes and accepts the Association's duty pursuant to Section 7.2 of the Declaration to maintain the Qualified Parks. The Summerlin Council shall maintain the Qualified Parks in good condition and repair in compliance with the Declaration except as otherwise set forth herein. This Agreement takes the place of and satisfies the requirements of the maintenance plan with the Association required by the City with respect to the Qualified Parks pursuant to NRS 278.4789.

**3. Rules and Regulations.** The Summerlin Council has the right to establish rules and regulations for use of the Qualified Parks; however, all rules and regulations must

apply equally to members of the Association and the public. The rules and regulations cannot discriminate against members of the public in favor of members of the Association. The Parties acknowledge and agree that portions of certain Qualified Parks may be reserved for the private use of Members of the Association and guests of the Association or the Summerlin Council, provided no Park Credits will be awarded with respect to such reserved areas. It is also agreed that the use of certain areas or facilities within a Qualified Park may be subject to the payment of a user fee and Park Credits will be awarded for such areas or facilities so long as the user fees do not discriminate in favor of Members of the Association and guests of the Association or the Summerlin Council.

**4. Amendment of the Declaration.** HHC, the Summerlin Council or the Association shall not amend any provisions of the Declaration affecting the Qualified Parks in a manner that violates any term or provision of this Agreement, without obtaining the prior written consent of the City, which consent shall not be unreasonably withheld. HHC, the Summerlin Council or the Association shall not take any action pursuant to provisions of the Declaration or otherwise to change the character of the Qualified Parks (as defined below) or to circumvent or alter the obligations set forth herein, without the consent of the City, which consent shall not be unreasonably withheld. Whenever the consent of the City is required hereunder, such consent may be given by the City Manager. A "change in the character of a Qualified Park" occurs when such park is altered so that there is a net loss in the active recreational use of the park, or a net loss in the passive use of the park—for example, when an active recreational use such as a sports area or recreational area of some type is changed to a plain turf or desert landscaped area rather than into some other type of recreational area, there is a net loss in the active recreational area in the park. Similarly, when a passive turf area is changed into a desert landscaped or pavement area, there is a net loss in the passive use area of the park.

**5. Damage and Restoration.** In the event of damage to or destruction to the Qualified Parks, the Summerlin Council shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. All work shall be performed in a good and workmanlike manner and shall conform to all applicable governmental requirements, the Declaration and this Agreement.

**6. Construction of Qualified Parks.** HHC shall complete the Qualified Parks in accordance with plans approved by the City pursuant to the City's Parks "In-Lieu-Of" Process, a copy of which process is attached hereto as Exhibit C, and in accordance with approved building permits. HHC shall, at HHC's expense, obtain all necessary permits and licenses for the construction and installation of the improvements in the Qualified Parks, give all necessary notices and pay all fees and taxes required by law.

[1]

**7. Park Fee Credits.** Pursuant to Code Section 4.24.100(A), for each residential unit for which a building permit is issued and for which a Park Credit is requested, the developer must construct 330 square feet of area for a park which is designed for and dedicated to recreation in the development. On condition that HHC constructs a Qualified Park as approved by the City, and conveys such Qualified Park to the

Summerlin Council to be held and maintained pursuant to the terms of this Agreement, HHC shall be entitled to the number of Park Credits based on one Park Credit per 330 square feet of park area within the Qualified Park. Waivers for each Qualified Park shall be calculated and tabulated by the City initially when each Qualified Park is approved by the City, and shall become conclusive and final when (i) a parcel map for such Qualified Park or a subdivision map containing such Park parcel is approved by the City and released for recording showing the necessary Park area, and (ii) HHC has recorded a restriction against such property as described in Section 1 above. The City reserves the right at any time following the first award of any Park Credit for a Qualified Park and prior to completion of such Qualified Park, to require HHC to provide a performance bond to the City as obligee in the amount and form and from a surety, all as acceptable to the City, to guarantee construction of such Qualified Park. In the event of any material default by HHC in the completion of a specific Qualified Park for which the City has awarded Park Credits, the City may refuse to issue further residential building permits pursuant to such specific Park Credits issued on account of such Qualified Park until the default is cured to the reasonable satisfaction of the City, or unless the Park Fees otherwise required for a building permit are paid. In the event a park is not completed as designed for which Park Credits have been granted by the City, HHC shall remain liable to the City for the Park Fees waived through the use of such Park Credits.

**8. Park Fee Credit Procedure.** All credits, each representing one potential waiver of a Park Fee for a single building permit, shall be granted according to the following procedure:

(a) Park Credit Letter. As a condition to receiving credit against the Park Fee otherwise payable by a Builder in Summerlin West, HHC shall first be required to present to the City's Director of Public Works (the "**Public Works Director**") a letter ("**Park Credit Letter**") signed by an authorized agent of HHC setting forth the following: the name of the Builder; the Parcel designation; the name of the Builder's subdivision as shown on the subdivision map of record with the City (together with recording book and page number of the subdivision final map) for which credit is requested; and the number of credits which HHC has assigned to the Builder pursuant to this Agreement to be utilized for construction of residences within such subdivision. Within five working days following receipt of said letter, the Director of Public Works shall confirm that the total Qualified Park area as approved by the City is sufficient and that the requested credits are available for the use of the Builder pursuant to this Agreement, and shall promptly notify HHC and the Director of the City's Department of Building and Safety (the "**Building Director**") that the credits have been granted by the City and assigned by HHC to the Builder. The Building Director shall not issue any building permits without payment of the Park Fees unless credits are available pursuant to this procedure (including permits for model homes).

(b) Park Credit Summary. HHC and the Public Works Director have agreed to a summary sheet ("**Park Credit Summary**") which is attached hereto as Exhibit B setting forth a tabulated summary of the above information to the date indicated thereon, with totals showing the number of credits assigned to each Builder, the credits used by the Builders, and the credits remaining for each Builder or (in the case of a

negative number) the number of building permits the Builder obtained by paying the Park Fees. The summary will be updated by the Director of the Department of Public Works, and provided to HHC upon request, from the information provided by HHC in subsection (a) above.

(c) Change of Ownership. In the event that a Builder sells or otherwise conveys its interest in property before all assigned credits have been used by the Builder, HHC shall issue to the Public Works Director another Park Credit Letter setting forth the information required in subsection (a) above, including the name of the substitute Builder's subdivision and the number of credits remaining from the first Builder's subdivision. The Letter must indicate whether the remaining credits from the first Builder are assigned to the substitute Builder.

(d) HHC-Builders Relationship. It is the responsibility of HHC to obtain the acceptance by Builders in Summerlin West of this Park Fee Credit Procedure. Builders shall not be issued any building permits without payment of Park Fees unless credits are granted by the City and assigned to them pursuant to this procedure. HHC may in its discretion, limit the maximum amount of credits assigned to any Builder. Following the execution of this Agreement, credits will be applied only to building permits which have not yet been issued except for residences within the Vistas Village (Village 20). No refunds will be given for previously paid Park Fees.

## **9. Planned Community Sports Park.**

Pursuant to Section 5.03 of the Development Agreement, the City currently intends to construct the public park contemplated therein with sports and recreational facilities that are reasonably acceptable to HHC. Upon the City giving written notice therefore to HHC that the City has set aside the funds for the planning of such park, HHC and the City shall mutually agree on and reserve the specific 20-acre parcel to be dedicated to the City by HHC for such purpose. Following the selection of the site, the parties shall prepare a development agreement wherein the parties will dedicate the land for such use to the City and the City will provide reasonable assurance that construction on such facilities will begin within five years of the effective date of such agreement and be completed within five years from the start of construction. The development agreement shall provide for a phased completion schedule for such park and for reversion of such land in the event of the City's failure to complete such park.

## **10. Enforcement and Remedies.**

(a) General. If any Party defaults in the performance of any obligation under this Agreement, and if such default remains uncured thirty (30) days after written notice from the other Party ("**Nondefaulting Party**"), stating with particularity the nature and extent of such default, then Nondefaulting Party shall have the right to (i) perform such obligation on behalf of such defaulting Party and (ii) be reimbursed by such defaulting Party, within 10 days of written demand, for the cost thereof. The failure of the Nondefaulting Party to insist, in any one or more cases, upon the strict performance of

any provision of this Agreement shall not be construed as a waiver of the future breach of such provision or any other provision of this Agreement.

(b) Remedies Cumulative. Each Party to this Agreement may prosecute any proceeding at law or in equity against any person or entity violating or attempting to violate any of the covenants or provisions contained herein to prevent such person or entity from so doing and to recover damages for any such violation. All remedies provided in this Agreement are cumulative. Therefore, notwithstanding the exercise by a Party of any remedy hereunder, such Party shall have recourse to all other remedies as may be available at law or in equity.

## **11. Miscellaneous.**

(a) Assignment. The Summerlin Council and the Association cannot assign any of its rights and obligations under this Agreement without prior written approval from the City. HHC can assign its rights and obligations under this Agreement so long as HHC notifies the other parties of the assignment, and provided that completion of all the Qualified Parks for which Park Credits have been granted, and their conveyance to the Summerlin Council are first secured by a performance bond in the amount and form, and from a surety agreed to by the City, naming the City and Summerlin Council as joint Obligees, or such Qualified Parks have actually been completed and conveyed to the Summerlin Council.

(b) Notices. Except as otherwise provided in this Agreement, notice to be given to a Party must be in writing and may be delivered to the Party personally or by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means. Alternatively, notice may be delivered by regular United States mail, postage prepaid, addressed to the Party at the most recent address furnished by such Party to the other Party. Such notice is deemed delivered three (3) business days after the time of such mailing. Notices are to be delivered to both the Party and to the Party's attorneys.

(c) Interpretation. The captions of the various provisions of this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents thereof. This Agreement shall be construed in accordance with the laws of the State of Nevada. This Agreement supersedes all prior written or verbal representations or declarations of the Parties with respect to the subject matter hereof. If any clause, sentence, or other portion of this Agreement shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

(d) Binding Effect; Covenants Running With Land. By acceptance of a deed, lease or document of conveyance, or acquiring any ownership or leasehold interest in any of the real property constituting a Qualified Park, each person binds such person and such person's heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Agreement and any amendment hereto. In addition, each such person by so doing hereby acknowledges that this Agreement sets forth a general

scheme for the improvement and development of the real property covered hereby and evidences such person's intent that all the provisions contained in this Agreement, as amended, shall run with the land and be binding on all subsequent and future owners, lessees, grantees, purchasers, assignees and transferees of property subject to this Agreement. Each such person fully understands and acknowledges that this Agreement shall be mutually beneficial and enforceable as provided herein by the various subsequent and future Owners, as well as by the parties hereto.

(e) Recordation. This Agreement shall be recorded in the Official Records of Clark County, Nevada, and shall be effective upon such recordation.

(f) Duration and Amendment. This Agreement shall continue in full force unless a Declaration of Termination satisfying the requirements of an amendment to this Agreement is Recorded. This Agreement may be amended at any time by recording an amendment executed by HHC, the City, Summerlin Council and the Association.

(g) No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of the Parties hereto and their respective permitted assigns and the general public and is not intended and shall not be construed as conferring any benefit or right on any third parties, including any Builders within Summerlin West.

(h) Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Owner warrants that it has disclosed, on the disclosure form attached hereto as Exhibit D, all principals, including partners, of Owner, as well as all persons and entities holding more than a 1% interest in Owner, or any principal of Owner. If Owner 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 (ERISA)), and attaches current copies of such federal disclosures to Exhibit A, the requirement of this Section shall be satisfied. Throughout the term hereof, Owner shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

**[SIGNATURES ON FOLLOWING PAGES]**



**SIGNATURE PAGE TO SUMMERLIN WEST MASTER PARKS AGREEMENT**

THE HOWARD HUGHES  
CORPORATION,  
a Delaware CORPORATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

On \_\_\_\_\_, 2003, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

**SIGNATURE PAGE TO SUMMERLIN WEST MASTER PARKS AGREEMENT**

THE SUMMERLIN COUNCIL,  
a Nevada nonprofit corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

          This instrument was acknowledged before me on this \_\_\_\_ day of  
\_\_\_\_\_, 2003 by \_\_\_\_\_ as  
\_\_\_\_\_ of SUMMERLIN COUNCIL, a Nevada nonprofit  
corporation.

\_\_\_\_\_  
Notary Public  
(My commission expires: \_\_\_\_\_)

**SIGNATURE PAGE TO SUMMERLIN WEST MASTER PARKS AGREEMENT**

SUMMERLIN WEST COMMUNITY  
ASSOCIATION,  
a Nevada nonprofit corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

          This instrument was acknowledged before me on this \_\_\_\_ day of  
\_\_\_\_\_, 2003 by \_\_\_\_\_ as  
\_\_\_\_\_ of SUMMERLIN WEST COMMUNITY  
ASSOCIATION, a Nevada nonprofit corporation.

\_\_\_\_\_  
Notary Public  
(My commission expires: \_\_\_\_\_)

**SIGNATURE PAGE TO SUMMERLIN WEST MASTER PARKS AGREEMENT**

Attest:

\_\_\_\_\_  
By: Barbara Jo Ronemus, Clerk

CITY OF LAS VEGAS, NEVADA

By:

\_\_\_\_\_  
Print Name: Oscar B. Goodman  
Title: Mayor

Approved as to form:

Thomas R. Green 11-10-03  
Deputy City Attorney Date

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

\_\_\_\_\_ This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by Oscar B. Goodman as Mayor of the City of Las Vegas, Nevada.

\_\_\_\_\_  
Notary Public  
(My commission expires: \_\_\_\_\_)

EXHIBIT A  
DESCRIPTION OF PROPERTY

SECTIONS 15, 21, 22, 27, 28, 29 AND 33, AND THAT PORTION OF SECTIONS 14, 16, 17, 20, 23, 26, 32, 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 59 EAST, AND THAT PORTION OF SECTIONS 3 AND 4, TOWNSHIP 21 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AND DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 84, PAGE 70 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD THE FOLLOWING SEVEN (7) COURSES: SOUTH 89 48'28" WEST, 5653.85 FEET; THENCE CURVING TO THE LEFT ALONG THE ARC OF A 1575.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 47 52'51", AN ARC LENGTH OF 1316.19 FEET; THENCE SOUTH 41 55'37" WEST, 243.07 FEET; THENCE NORTH 82 46'06" WEST, 464.52 FEET; THENCE SOUTH 07 13'54" WEST, 100.00 FEET; THENCE SOUTH 82 46'06" EAST, 395.29 FEET; THENCE SOUTH 41 55'37" WEST, 742.92 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF GOVERNMENT LOT 3 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 59 EAST; THENCE ALONG THE SOUTH LINE OF GOVERNMENT LOT 3 AND ALONG THE SOUTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 3, NORTH 89 40'23" WEST, 2004.86 FEET TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 1 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 59 EAST; THENCE ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 AND ALONG THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 4, SOUTH 89 17'20" WEST, 2672.22 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE NORTH 60 16'18" WEST, 2513.04 FEET TO THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE NORTH 58 20'20" WEST, 2584.21 FEET TO AN ANGLE POINT ESTABLISHED BY THE BUREAU OF LAND MANAGEMENT; THENCE NORTH 66 34'14" WEST, 3713.62 FEET TO THE WEST QUARTER (W 1/4) CORNER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF SAID SECTION 32, NORTH 05 28'00" WEST, 2847.56 FEET TO THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF SAID SECTION 29, NORTH 02 16'41" EAST, 2632.06 FEET TO THE WEST QUARTER (W 1/4) CORNER OF SAID SECTION 29; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 02 38'27" EAST, 2633.34 FEET TO THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF SAID SECTION 20, NORTH 02 24'39" WEST, 2631.68 FEET TO THE WEST QUARTER (W 1/4) CORNER THEREOF; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 20, SOUTH 89 33'03" EAST, 2605.65 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST (NE 1/4) QUARTER OF SAID SECTION 20; THENCE ALONG THE WEST LINE THEREOF, NORTH 02 30'48" WEST, 2629.25 FEET TO THE SOUTH QUARTER (S 1/4) CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 17, NORTH 00 22'56" WEST, 2633.39 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), SOUTH 89 34'11" EAST, 2628.84 FEET TO THE WEST QUARTER (W 1/4) CORNER OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE NORTH LINE OF THE SOUTH (S 1/2) HALF OF SAID SECTION 16, NORTH 88 43'13" EAST, 5356.98 FEET TO THE WEST QUARTER (W 1/4) CORNER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF SAID SECTION 15, NORTH 00 42'42" EAST, 2718.82 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE NORTH LINE OF SAID SECTION 15, NORTH 89 48'42" EAST, 5353.83 FEET TO THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 14, NORTH 89 05'14" EAST, 1415.89 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED PARCEL 1 (FILE 84, PAGE 70 OF PARCEL MAPS); THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 THE FOLLOWING EIGHT (8) COURSES: SOUTH 00 03'30" WEST, 4049.20 FEET; THENCE SOUTH 74 00'00" EAST, 1978.63 FEET; THENCE FROM A TANGENT BEARING SOUTH 13 47'28" WEST CURVING TO THE LEFT ALONG THE ARC OF A 4275.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF

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CONTAINING 8350.27 ACRES.

EXCEPTING THEREFROM PARCEL 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 82, PAGE 01 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

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TOTAL AREA CONTAINS APPROXIMATELY 8318.64 ACRES.

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TOTAL AREA CONTAINS APPROXIMATELY 8318.64 ACRES.



## **EXHIBIT B**

### **Summerlin West Park Credit Summary**

|                    |                                          |             |
|--------------------|------------------------------------------|-------------|
| <b>Village 20</b>  | Credits issued via letter dated 11-30-00 | 909         |
|                    | “ 04-17-02                               | 1998        |
|                    | “ 10-11-02                               | 919         |
| <b>Village 23A</b> | Credits issued via letter dated 10-15-02 | <u>1624</u> |
|                    | Total credits issued as of 11-07-03      | 5450        |

Note: The above credits have been issued by the City to The Howard Hughes Corporation as of the date of this Exhibit. From those credits issued with respect to Village 20, The Howard Hughes Corporation has assigned the credits tabulated in the attached Village Report of Exemption Status to Builders within Village 20. From the credits issued by the City with respect to Village 23A, none of those credits have been assigned by The Howard Hughes Corporation to Builders in Village 23A to date. The Howard Hughes Corporation therefore has 1752 remaining credits that it may assign to Builders as of the date of this Exhibit.

VILLAGE REPORT OF EXEMPTION STATUS  
AS OF 11/07/03

VILLAGE NBR: 20 VILLAGE NAME: THE VISTAS

| VILLAGE | CONTRACTOR                | SUBDIVISION                    | EXEMPTIONS | PERMITS<br>ISSUED | REMAINING<br>EXEMPTIONS |
|---------|---------------------------|--------------------------------|------------|-------------------|-------------------------|
| 20      | COLEMAN TOLL LIMITED PART | BARRINGTON                     | 72         | 67                | 5                       |
| 20      | COLEMAN TOLL LIMITED PART | BARRINGTON UNIT 2              | 0          | 0                 | 0                       |
| 20      | COLEMAN TOLL LIMITED PART | MONTEROSSA                     | 131        | 48                | 83                      |
| 20      | GREYSTONE NEVADA LLC      | ASHTON PARK AT THE VISTAS      | 117        | 114               | 3                       |
| 20      | K B HOME NEVADA INC       | CAPRI @ THE VISTAS             | 151        | 131               | 20                      |
| 20      | K B HOME NEVADA INC       | PORTOFINO                      | 215        | 209               | 6                       |
| 20      | K B HOME NEVADA INC       | SOMERSET                       | 177        | 95                | 82                      |
| 20      | K B HOME NEVADA INC       | SONESTA                        | 171        | 169               | 2                       |
| 20      | K B HOME NEVADA INC       | SONESTA*                       | 0          | 0                 | 0                       |
| 20      | KIMBALL HILL HOMES NEVADA | AMENDED PLAT OF SAN MARCOS     | 111        | 1                 | 110                     |
| 20      | KIMBALL HILL HOMES NEVADA | CASA ROSA                      | 84         | 0                 | 84                      |
| 20      | KIMBALL HILL HOMES NEVADA | SAN MARCOS                     | 130        | 118               | 12                      |
| 20      | PULTE HOMES OF NEVADA     | BELLA VISTA AT THE VISTAS      | 106        | 85                | 21                      |
| 20      | PULTE HOMES OF NEVADA     | CARA VELLA @ THE SUMMERLIN VIS | 91         | 78                | 13                      |
| 20      | PULTE HOMES OF NEVADA     | HILLSTONE @ SUMMERLIN VISTAS   | 144        | 118               | 26                      |
| 20      | PULTE HOMES OF NEVADA     | PARADISO @ SUMMERLIN VISTAS    | 98         | 49                | 49                      |
| 20      | PULTE HOMES OF NEVADA     | SAGE HILLS AT THE SUMMERLIN VI | 90         | 82                | 8                       |
| 20      | PULTE HOMES OF NEVADA     | SUMMERFIELD @ SUMMERLIN VISTAS | 96         | 97                | 0                       |
| 20      | R S DEVELOPMENT CO        | CANTERRA AT THE VISTAS         | 100        | 97                | 3                       |
| 20      | R S DEVELOPMENT CO        | TALEGA AT THE VISTAS           | 106        | 20                | 86                      |
| 20      | R S DEVELOPMENT CO        | TALEGA AT THE VISTAS*          | 110        | 4                 | 106                     |
| 20      | WILLIAM LYON HOMES INC    | MIRALESTE @ SUMMERLIN          | 122        | 36                | 86                      |
| 20      | WILLIAM LYON HOMES INC    | MIRALESTE*                     | 122        | 6                 | 116                     |
| 20      | WILLIAM LYON HOMES INC    | SUMMERLIN PARCEL T & U         | 150        | 148               | 2                       |
| 20      | WILLIAM LYON HOMES INC    | SUMMERLIN PARCEL T & U*        | 129        | 0                 | 129                     |
| 20      | WILLIAM LYON HOMES INC    | VISTA VERDE @ SUMMERLIN        | 122        | 46                | 76                      |
| 20      | WILLIAM LYON HOMES INC    | VISTA VERDE @ SUMMERLIN*       | 122        | 0                 | 122                     |

|    |                             |                          |               |               |               |
|----|-----------------------------|--------------------------|---------------|---------------|---------------|
| 20 | WOODSIDE HOMES OF NEVADA    | ESTANCIA AT THE VISTAS   | 123           | 105           | 18            |
| 20 | WOODSIDE HOMES OF NEVADA    | SOLANO @ THE VISTAS      | 133           | 46            | 87            |
| 20 | WOODSIDE HOMES OF NEVADA    | SOLANO @ THE VISTAS*     | 0             | 0             | 0             |
| 20 | WOODSIDE HOMES OF NEVADA    | TALAVEROE AT THE VISTAS  | 81            | 69            | 12            |
| 20 | WOODSIDE HOMES OF NEVADA    | TALAVEROE AT THE VISTAS* | 81            | 3             | 78            |
|    | TOTAL FOR VILLAGE NUMBER 20 | THE VISTAS               | -----<br>3698 | -----<br>2041 | -----<br>1657 |

# PARK AMENITIES PROCESS AND STANDARDS -- 2003 EXHIBIT C

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>ALL PARKS:</b><br/> Step 1. Compliance with current CLV design and construction standards is required.<br/> Step 2. Master park plan and cost estimate to be submitted to PDT by developer.<br/> Step 3. Park Development Agreement will be used to define schedule, offsite improvements, special conditions, park or open space transfers and other details of project<br/> Step 4. Las Vegas City Council will approve all Park Development Agreements.</p> <p><b>MINI PARK 1-5 ACRES</b><br/> Open space<br/> Landscaping<br/> ADA<br/> Access paths<br/> Shade trees*<br/> Water fountains<br/> Benches*<br/> Security lighting<br/> Irrigation</p> <p><b>Developer shall include some or all of the following features as determined by PDT:</b></p> <p>Restrooms<br/> Shaded playground<br/> Water features (only with playground)<br/> Picnic shelter with grill<br/> Bocce?<br/> Horseshoes?<br/> ½ court basketball?<br/> Pavement games<br/> Shuffleboard?</p> <p><small>*Number and size to be determined by Park Development Team (PDT) for all parks</small></p> | <p><b>NEIGHBORHOOD PARK</b><br/> <b>5-25 ACRES</b><br/> Open space<br/> Landscaping<br/> ADA<br/> Access paths<br/> Shade trees*<br/> Water fountains<br/> Benches*<br/> Security lighting<br/> Dumpsters<br/> Shaded playground*<br/> Water features (with playground)<br/> Picnic shelter with grill*<br/> Parking*</p> <p><b>Developer shall include some or all of the following features as determined by PDT:</b></p> <p>Concession area<br/> Community pool<br/> Public art feature<br/> Bocce?<br/> Restrooms<br/> ½ court basketball?<br/> Pavement games<br/> Shuffleboard?<br/> Baseball unlit 60, 70, 90<br/> Softball?<br/> Full court basketball?<br/> Volleyball?<br/> Skate park?<br/> Tennis courts?<br/> Creative play structure<br/> Desert demonstration<br/> Educational features<br/> Horseshoes?</p> <p><i>? Night lighting optional per PDT</i></p> | <p><b>COMMUNITY PARK</b><br/> <b>25-50 ACRES</b><br/> Open space<br/> Landscaping<br/> ADA<br/> Access paths<br/> Shade trees*<br/> Water fountains<br/> Benches*<br/> Security lighting<br/> Dumpsters<br/> Shaded playground*<br/> Water features (with playground)<br/> Picnic shelter with grill*<br/> Group and family size<br/> Restrooms<br/> Sports field*<br/> Parking*</p> <p><b>Developer shall include some or all of the following features as determined by PDT:</b></p> <p>Concession area<br/> Community pool<br/> Public art feature<br/> Pavement games<br/> Frisbee golf?<br/> Shuffleboard?<br/> Baseball lit 60, 70, 90?<br/> Softball?<br/> Full court basketball?<br/> Volleyball?<br/> Skate park?<br/> Tennis courts?<br/> Creative play structure<br/> Tree grove<br/> Desert demonstration<br/> Educational features<br/> Horseshoes?<br/> Bocce?</p> | <p><b>REGIONAL PARK</b><br/> <b>30-80 ACRES</b><br/> Open space<br/> Landscaping<br/> ADA<br/> Access paths<br/> Shade trees*<br/> Water fountains<br/> Benches*<br/> Security lighting<br/> Dumpsters<br/> Shaded playground*<br/> Water features (with playground)<br/> Picnic shelter with grill*<br/> Group and family size<br/> Restrooms<br/> Sports field*<br/> Parking*</p> <p><b>Developer shall include some or all of the following features as determined by PDT:</b></p> <p>Concession area<br/> Community pool<br/> Public art feature<br/> Pavement games<br/> Frisbee golf?<br/> Amphitheater<br/> Shuffleboard?<br/> Baseball lit 60, 70, 90?<br/> Softball?<br/> Full court basketball?<br/> Volleyball?<br/> Special event area<br/> Roller hockey?<br/> Skate park?<br/> Equestrian features<br/> Recreation center<br/> Large pond (consider drought restrictions)<br/> Golf/drive range?<br/> BMX?</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# EXHIBIT "D"

## DISCLOSURE OF PRINCIPALS

In compliance with City of Las Vegas Resolution R-105-99, the undersigned certifies that THHC, is wholly owned by The Rouse Company, a public corporation required to provide ownership disclosure under federal law, and that a current copy of such federal disclosure is submitted herewith.

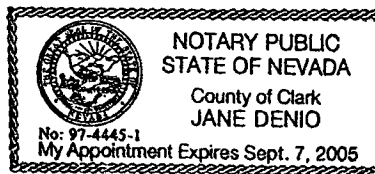
THE HOWARD HUGHES CORPORATION:

By: *Jeffrey B. Beene*  
Authorized Signatory

State of Nevada           )  
                                  )ss.  
County of Clark         )

Subscribed and sworn to before me this  
6<sup>th</sup> day of October 2003.

*Jane Denio*  
Notary Public



**REAL ESTATE COMMITTEE AGENDA**  
**REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 17, 2003**

CITIZENS PARTICIPATION: ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISIONS OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A MATTER NOT LISTED ON THE AGENDA, PLEASE CLEARLY STATE YOUR NAME AND ADDRESS. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES.

**MINUTES:**

None.

(3:21)  
1-451

**THE MEETING ADJOURNED AT 3:21 P.M.**

Respectfully submitted:



GABRIELA S. PORTILLO-BRENNER

December 31, 2003