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, DECEMBER 15, 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, doing business as Cingular Wireless for a wireless communications system located on approximately 264 square feet of property located at 850 North Mojave Road, commonly known as Freedom Park - ($499,896 revenue for duration of contract) - Ward 3 (Reese)

2. Discussion and possible action to extend the temporary Operational and Services Provider Agreement to July 7, 2004, between O.B Sports Golf Management, LLC and Las Vegas Golf I, LLC, at Angel Park Golf Course, 100 South Rampart Boulevard, for management and oversight duties - Ward 2 (L.B. McDonald)

3. Discussion and possible action entering into negotiations with Cingular Wireless for a land lease agreement for a cellular tower to be located at 2801 West Oakey, commonly known as Bob Baskin Park - Ward 1 (Moncrief)

4. Discussion and possible action entering into negotiations for a lease agreement with the International Institute of Modern Letters for office space located at 400 South Las Vegas Boulevard, commonly referred to as the Fifth Street School - Ward 1 (Moncrief)

5. Discussion and possible action regarding an Agreement for the Purchase and Sale of Real Property and Escrow Instructions between the City and Grand Teton & El Capitan, LLC for real property consisting of approximately 6.23 acres located at Grand Teton Drive and US-95 North, APN 125-08-401-004 ($1,848,097 80 plus closing costs) - Ward 6 (Mack)

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

Facilities are provided throughout City Hall for the convenience of disabled persons. Reasonable efforts will be made to assist and accommodate physically handicapped persons. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting.

ALL INTERESTED PERSONS ARE INVITED TO ATTEND A tape recording of all the proceedings will be kept on file in the Office of the City Clerk until final disposition is made.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Hall Plaza, Special Outside Posting Bulletin Board
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Senior Citizens Center, 450 E Bonanza
Clark County Government Center, 500 S. Grand Central Parkway

94

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and ssays that on the **9th** day of **December, 2003**, a copy of a NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **Real Estate Committee Meeting** to be held on the **15th** day of **December, 2003** was deposited in the United States Mail, Postage prepaid, First Class Certified Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

____

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this
12th day of December, 2003

____
NOTARY PUBLIC in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
No 93-4081-1

AFFIDAVIT OF POSTING
(Posting required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Jo Ann Williams and Eva Cotton, employees of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the 9th day of **December, 2003** at the hour of **3:30 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Real Estate Committee Meeting** to be held on the **15th** day of **December, 2003,** Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. In the Las Vegas Library, 833 Las Vegas Blvd.
2. In the Senior Citizens Center, 450 E. Bonanza Road
3. Clark County Government Center, 500 S Grand Central Parkway
4. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office);
5. City Hall Plaza, Special Outside Posting Bulletin Board, 400 Stewart Avenue (in the walkway area between Metro and Municipal Court).

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

12th day of December 2003

NOTARY PUBLIC in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
No 93-4031-1

City of Las Vegas

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: DECEMBER 15, 2003

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

MINUTES:
PRESENT: COUNCILMAN WEEKLY and COUNCILWOMAN MONCRIEF

Also Present: DEPUTY CITY MANAGER STEVE HOUCHENS, 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

(3:09)

1-1

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 15, 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 a Land Lease Agreement between the City of Las Vegas and Pacific Bell Wireless, LLC, doing business as Cingular Wireless for a wireless communications system located on approximately 264 square feet of property located at 850 North Mojave Road, commonly known as Freedom Park - ($499,896 revenue for duration of contract) - Ward 3 (Reese)

Fiscal Impact

☐	**No Impact**	**Amount:** $499,896 revenue
☐	**Budget Funds Available**	**Dept./Division:** Public Works/Real Estate
☐	**Augmentation Required**	**Funding Source:** Parks C.I.P./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 264 square feet and will construct an antennae 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 park maintenance use fee of $2,000 and yearly rent will start at $18,600. The initial term is for five years with three five year options.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Land Lease Agreement/Cell Tower

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF 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 land lease to Pacific Bell for a cell site would allow for installation of two 2-foot antennae on an

REAL ESTATE COMMITTEE MEETING OF DECEMBER 15, 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, doing business as Cingular Wireless for a wireless communications system located on approximately 264 square feet of property located at 850 North Mojave Road, commonly known as Freedom Park - ($499,896 revenue for duration of contract) - Ward 3 (Reese)

MINUTES – Continued:
existing light standard within the baseball field. COUNCILMAN REESE has been shown site pictures to demonstrate that there will be no negative aesthetic impact on the park. Staff recommended approval.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:09 – 3:10)

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 Freedom Park, 850 N. Mojave Road, Las Vegas, NV, generally located in the vicinity of Washington Avenue and Pecos Road; 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 264 square feet of property located at 850 N. Mojave Road, Las Vegas, NV, commonly known as Freedom 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 and meet all applicable building codes and requirements, as provided for in Section 8.1. 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 Five Hundred Fifty and No/100ths Dollars ($1,550.00) 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 one and one-half percent (1.5%) 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 As additional consideration of this Lease, Lessee shall prepay to Lessor a one-time administrative payment in the amount of One Thousand and No/100ths Dollars ($1,000.00) and Lessee shall provide in-kind compensation, paid in advance, in the amount of Two Thousand and No/100ths Dollars ($2,000.00) 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 Lessor telecommunication operation 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 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 is of the type and frequency which will 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.

8.6 Lessee shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless phone coverage for Lessee's customers operating near the Premises.

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 transfer this Lease, or any interest herein, except to affiliate companies, without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. 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, 4th 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, 2nd 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 If Rent payment is not made within fifteen (15) calendar days of due date a one and one-half percent (1.5%) penalty of the amount due will be assessed.

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 video signals to third parties or 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 does not authorize Lessee to use the Premises for video transmissions. 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 oblıgatıons of Lessor and Lessee are to be performed wıthın the certaın specified penods of time, which are determined by reference to the date of executıon of thıs Lease. The parties therefore agree that whenever the term "Date of Executıon of thıs Lease" or words of similar ımport 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 ınıtial agreement by the Cıty Councıl and after it has been fully executed by signature of all partıes, staff of the Real Estate & Asset Management Dıvısıon of the Cıty's Department of Publıc Works shall have the authority to complete and execute any addıtıonal documents necessary for the completıon of the intent of thıs contractual obligation during the orıgınal term of thıs agreement As an example, thıs may ınclude amendments, changes of address, adjustments to monetary revenue or expendıture not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropnate documents wıth the County Recorders Office or the County Tax Assessors Office, and recordings and filıng wıth the City Clerk's Office. No amendment, change or modıficatıon of thıs Agreement shall be valıd unless ın wrıting and signed by all parties hereto.

43 WAIVER OF LESSOR'S LIEN:

(a) Lessor waives any lien rights ıt may have concerning Lessee's Wireless Communıcations System facılities, whıch are deemed Lessee's personal property and not fixtures, and Lessee has the nght to remove the same at any tıme wıthout Lessor's consent.

(b) Lessor acknowledges that Lessee has entered ınto a financıng arrangement ıncluding promıssory notes and financıal and security agreements for the financıng of Lessee's Wıreless Communications System facılıtıes (the "Collateral") with a thırd party financing entıty (and may ın the future enter into addıtıonal financıng arrangements wıth other financıng entities) In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

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 (ERIA), 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:

Thomas R. Green 11-17-03
City Attorney Date

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

By: Mark Appel 20Nov03
MARK APPEL, Director of Network Operations

F \#Depot\Engineering_Integration\Real_Estate\Real_Estate\Cell Towers\FREEDOM PARK-Cingular Final doc

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 20th day of November, 2003, personally appeared before me, a Notary Public in and for said County and State, Mark Appel, 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.

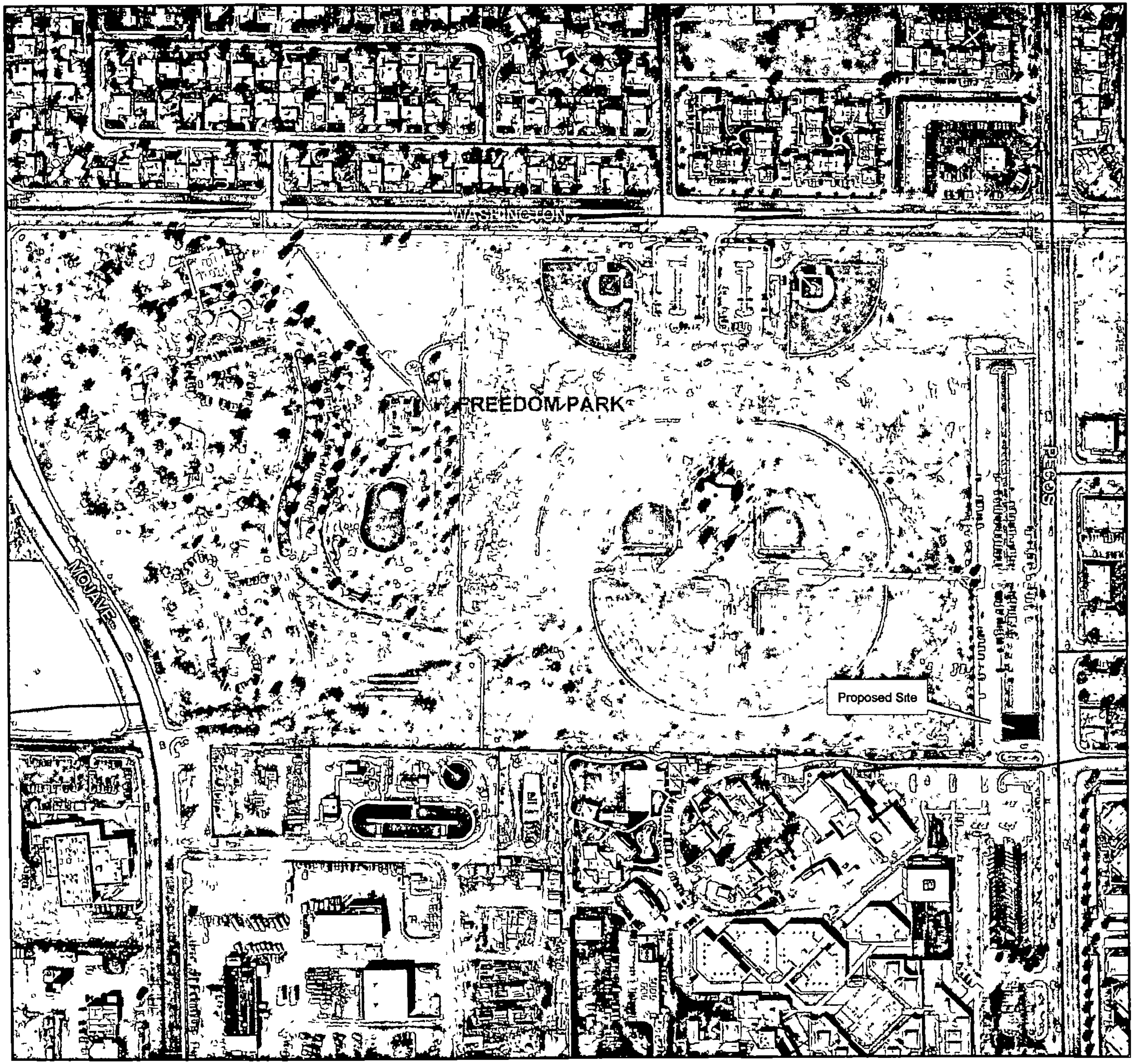
____
NOTARY PUBLIC, in and for said
County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KEVIN HAYES
No 02-75916-1
My Appointment Expires June 19, 2006

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 Mgmnt

N

11/13/2003

EXHIBIT "B"

RENTAL FEES

MONTHLY/YEARLY
RENTAL PAYMENT CALCULATIONS

INITIAL 5-YEAR TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	$1,550.00	$18,600.00
2nd YEAR	$1,597.00	$19,164.00
3rd YEAR	$1,645.00	$19,740.00
4th YEAR	$1,694.00	$20,328.00
5th YEAR	$1,745.00	$20,940.00

FIRST 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	$1,797.00	$21,564.00
2nd YEAR	$1,851 00	$22,212.00
3rd YEAR	$1,907.00	$22,884.00
4th YEAR	$1,964 00	$23,568.00
5th YEAR	$2,023.00	$24,276.00

SECOND 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	$2,084.00	$25,008.00
2nd YEAR	$2,147.00	$25,764.00
3rd YEAR	$2,211.00	$26,532.00
4th YEAR	$2,277.00	$27,324.00
5th YEAR	$2,345.00	$28,140.00

THIRD 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	$2,415.00	$28,980.00
2nd YEAR	$2,487.00	$29,844.00
3rd YEAR	$2,562.00	$30,744.00
4th YEAR	$2,639.00	$31,668.00
5th YEAR	$2,718 00	$32,616.00

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/100th 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/100th 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.

EXHIBIT "E"

DISCLOSURE OF PRINCIPLES

In compliance with City of Las Vegas Resolution R-105-99, the undersigned certifies that PACIFIC BELL WIRELESS, LLC, is ________________________________, a public corporation required to provide ownership disclosure under federal law, and that a current copy of such federal disclosure is submitted herewith.

PACIFIC BELL WIRELESS, LLC

By: ______________________
Authorized Signatory

State of Nevada)
) ss.
County of Clark)

Subscribed and sworn to before me this 20th day of November, 2003.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KEVIN HAYES
No. 07 75916-1
My Appointment Expires June 19, 2003

____
Notary Public

the global leader
IN TELECOM OUTSOURCING

11/14/2003

City of Las Vegas
Mr. David Roark
731 S. Fourth St.
Las Vegas NV 89101

Dear Mr. Roark,

Please accept this letter per your request to confirm that Pacific Bell Wireless DBA Cingular Wireless is in fact part of a publicly traded company. Cingular Wireless L.L.C. is a subsidiary of SBC Communications Inc. SBC Communications Inc is currently listed on the New York Stock Exchange as symbol "SBC". Also for your reference is the SEC form "10-K" for your reference that shows the exact ownership and business that SBC and its affiliates are involved in. Please contact me if you need additional information in this matter.

Best Regards,

Ron Ayers
Site Acquisition
702-501-8439

NOTARY ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF NEVADA
COUNTY OF CLARK

I, a Notary Public of the County and State aforesaid, certify that Ron Ayers came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 14TH day of November, 2003.

[AFFIX NOTARY SEAL]

Notary Public
My commission expires: 6/19/06

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KEVIN HAYES
No: 02-75916-1
My Appointment Expires June 19, 2006

cingular
WIRELESS

FORM 10-K

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2002

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ______ to

Commission File Number: 1-8610

SBC COMMUNICATIONS INC.

Incorporated under the laws of the State of Delaware
I.R.S. Employer Identification Number 43-1301883

175 E. Houston, San Antonio, Texas 78205-2233
Telephone Number 210-821-4105

Securities registered pursuant to Section 12(b) of the Act: (See attached Schedule A)

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes _X_ No ____

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ( )

Indicate by check mark whether the registrant is an accelerated filer (as defined in Exchange Act Rule 12b-2).
Yes _X_ No ____

Based on the closing price of $30.50 per share on June 28, 2002, the aggregate market value of our voting and non-voting common stock held by non-affiliates was $101.4 billion.

As of February 28, 2003, 3,320,400,321 shares of Common Stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

(1) Portions of SBC Communications Inc.'s Annual Report to Shareowners for the fiscal year ended December 31, 2002 (Parts I and II).

(2) Portions of SBC Communications Inc.'s Notice of 2003 Annual Meeting and Proxy Statement dated on or about March 14, 2003 (Parts III and IV).

SCHEDULE A

Securities Registered Pursuant To Section 12(b) Of The Act:

Title of each class	Name of each exchange on which registered
Common Shares (Par Value $1.00 Per Share)	New York, Chicago and Pacific Stock Exchanges
6.875% Fifty Year Southwestern Bell Telephone Company Debentures, Due March 31, 2048	New York Stock Exchange
7.00% Forty Year SBC Communications Inc. Notes, Due June 1, 2041	New York Stock Exchange

TABLE OF CONTENTS

PART I

ITEM 1. BUSINESS

GENERAL

SBC Communications Inc. (SBC) is a holding company incorporated under the laws of the State of Delaware in 1983 and has its principal executive offices at 175 E. Houston, San Antonio, Texas 78205-2233 (telephone number 210-821-4105). SBC maintains an internet site at http://www.sbc.com. (This web site address is for information only and is not intended to be an active link or to incorporate any web site information into this document.) We make available, free of charge, on our website our annual report on Form 10-K, our quarterly reports on Form 10-Q, current reports on Form 8-K and all amendments to those reports as soon as reasonably practicable after such reports are electronically filed with the SEC.

Throughout this document SBC is referred to as "we" or "SBC".

History

SBC was formed as one of several regional holding companies created to hold AT&T Corp.'s (AT&T) local telephone companies. On January 1, 1984, SBC was spun-off from AT&T pursuant to an anti-trust consent decree, becoming an independent publicly traded telecommunications services provider. At formation, we primarily operated in five southwestern states. SBC subsidiaries merged with Pacific Telesis Group (PAC) in 1997, Southern New England Telecommunications Corporation (SNET) in 1998 and Ameritech Corporation (Ameritech) in 1999, thereby expanding our wireline operations as the incumbent local exchange carrier into a total of 13 states. Our services and products have been marketed under several brands including SBC Ameritech, SBC Nevada Bell, SBC Pacific Bell, SBC SNET, SBC Southwestern Bell, and, through our joint venture with BellSouth Corporation (BellSouth), Cingular Wireless (Cingular). In December 2002, in order to further establish the public's awareness of SBC as a national telecommunications provider, we moved our regional SBC brands to a single brand, SBC, for all states except Connecticut.

Scope

We rank among the largest providers of telecommunications services in the United States and the world. Through our subsidiaries, we provide communications services and products in the United States and have investments in more than 25 countries. We offer our services and products to businesses and consumers, as well as other providers of telecommunications services.

The services and products that we offer vary by market, and include: local exchange services, wireless communications, long-distance services, internet services, telecommunications equipment, and directory advertising and publishing. We group our operating subsidiaries as follows, corresponding to our operating segments for financial reporting purposes:

- wireline subsidiaries provide primarily land and wire based services,
- wireless subsidiaries hold our investment in Cingular, which provides primarily radio wave based services,
- directory subsidiaries provide services related to directory advertising and publishing,
- international subsidiaries hold investments in primarily foreign entities outside of the United States, and
- other subsidiaries provide corporate operations, and prior to 2001, primarily provided security monitoring and cable television services.

Our principal wireline subsidiaries provide telecommunications services in thirteen states: California, Texas, Illinois, Michigan, Ohio, Missouri, Connecticut, Indiana, Wisconsin, Oklahoma, Kansas, Arkansas and Nevada (13-state area). Wireline local exchange services offered in the 13-state area are provided through regulated subsidiaries which operate within authorized regions (in-region) subject to regulation by each state in which they operate and by the Federal Communications Commission (FCC). Additional information relating to regulation is contained under the heading "Government Regulation" below and in the 2002 SBC Annual Report to Shareowners under the heading "Operating Environment and Trends of the Business", and is incorporated herein by reference pursuant to General Instruction G(2).

InterLATA Long-distance

We offer landline interLATA (traditional) long-distance services to customers in selected areas outside our wireline subsidiaries' operating areas. Further, we offer interLATA wireline long-distance services to customers in Texas, Kansas, Oklahoma, Arkansas, Missouri, California and Connecticut. In December 2002, the Public Utilities Commission of Nevada approved our Nevada wireline subsidiary's application to enter the interLATA long-distance market in Nevada and we filed for approval from the FCC on January 14, 2003. In January 2003, the Michigan Public Service Commission approved our Michigan wireline subsidiary's application to enter the interLATA long-distance market in Michigan and we filed for approval from the FCC on January 16, 2003. The FCC must issue its decision within 90 days of our filings, if it deems our filings complete. Finally, we continue to seek long-distance approval in our other remaining in-region states and have filed applications with state commissions in Illinois, Indiana, Ohio and Wisconsin.

Broadband Initiative

In October 1999, we announced plans to upgrade our network to make broadband services available to approximately 80% of our U.S. wireline customers over the four years through 2003 (Project Pronto). Due to the weakening U.S. economy and an adverse regulatory environment, in October 2001 we announced a scale-back in our broadband deployment plans. Specifically, burdensome FCC and state commission regulations regarding our DSL network have added significantly to our costs and delayed our ability to earn a profit on DSL service. Our cable modem competitors are not subject to these regulations. This adverse regulatory environment was the primary reason we decided to slow the build-out of our broadband network. We expect to spend significantly less on capital expenditures due to this scale-back. Despite this scale-back, our DSL lines continue to grow and were approximately 2,199,000 at December 31, 2002 compared to 1,333,000 at the end of 2001 and we expect DSL to achieve profitability in early 2004. Our addressable broadband market included 66% of our consumer and small business locations at December 31, 2002.

The FCC began its review of the rules for the provision of domestic broadband services by incumbent local carriers or their affiliates in December 2001. The FCC is reviewing broadband services offered over cable, satellite and wireless platforms in addition to traditional wireline offerings. In February 2002, the FCC issued a notice of proposed rulemaking tentatively concluding that wireline broadband access services are information services rather than telecommunications services, which would result in less regulation. The FCC also is considering eliminating the requirement that wireline telephone companies provide the transmission component of broadband internet access services as stand-alone telecommunications services and whether it should adopt an alternative broadband access requirement for internet service providers. Cable operators have no obligation to provide third-party internet service providers access to their broadband networks at this time, although the FCC has initiated a proceeding to consider the issue.

In December 2002, the FCC ruled that advanced services, such as DSL, provided through one of our advanced services subsidiaries, are not subject to tariff regulations and cost study requirements. However, we are still required to retain cost data and offer our retail advanced services for resale at a discount. This ruling should allow us to respond more quickly to offerings by unregulated competitors. The FCC is expected to complete its broadband review in mid-2003 and the effect of the review on our results of operations and financial position cannot be determined at this time. In a separate proceeding, the FCC addressed other broadband issues; see "FCC Triennial Review" in "Recent Developments" below.

Wireless

Cingular, our wireless joint venture with BellSouth, began operations in October 2000. Cingular serves approximately 22 million wireless cellular and PCS subscribers and is the second-largest provider of mobile wireless voice and data communications services in the United States, based on the number of wireless subscribers. Cingular has access to licenses to provide cellular or PCS wireless communications services covering an aggregate population of potential subscribers, referred to as "POPs", of approximately 231 million, or approximately 81% of the U.S. population, including 45 of the 50 largest U.S. metropolitan areas.

Cingular's priorities for 2003 include promotion of the Cingular brand to expand its customer base profitably; continued realization of revenue and cost synergies offered by its formation; increasing the capacity, speed and functionality of its network through the continued rollout of wireless data services by overlaying Global System for Mobile Communications (GSM) voice, which is the standard digital cellular phone technology used in Europe and other countries around the world, and General Packet Radio Service (GPRS) high-speed data technology over its existing networks; development and promotion of advanced wireless data applications over multiple communications devices; and continued expansion of its existing footprint and network capacity by obtaining access to additional spectrum, primarily through spectrum exchanges, purchases, mergers or acquisitions.

BUSINESS OPERATIONS

Operating Segments

Our segments are strategic business units that offer different products and services and are managed accordingly. As required by U.S. generally accepted accounting principles (GAAP), our operating segment results follow our internal management reporting. We evaluate performance based on income before income taxes adjusted for special items. We have five reportable segments that reflect the current management of our business: (1) wireline; (2) wireless; (3) directory; (4) international; and (5) other.

Additional information about our segments, including financial information and special items, is included under the heading "Segment Results" on pages 9 through 17 and in Note 4 of the 2002 SBC Annual Report to Shareowners and is incorporated herein by reference pursuant to General Instruction G(2).

Wireline

Wireline is our largest operating segment, providing approximately 74% of 2002 revenues from all our segments. Our wireline segment operates as both a retail and wholesale seller of communication services. We provide landline telecommunications services, including local, network access, data, long-distance services, internet services, and customer premises and private branch exchange (PBX) equipment. Our landline telecommunications subsidiaries serve approximately 31.4 million retail consumer, 19.5 million retail business, 5.7 million wholesale and 0.5 million other access lines, for a total of 57.1 million access lines in our 13-state area.

Services and Products

We divide our wireline services into four product-based categories – voice, data, long-distance and other.

Voice - Voice includes traditional local service provided to retail customers and wholesale access to our network and individual network elements provided to competitors. Voice also includes vertical services (described below), fees to maintain wire located inside customer premises, pay telephones, and other miscellaneous voice products.

Vertical services are enhanced telephone services available to retail customers such as Caller ID, Call Waiting, and voice mail. Customers that subscribe to these services can have the number and/or name of callers displayed on their phone, be signaled that additional calls are incoming, and send and receive voice messages. These services are not regulated by the FCC and are generally more profitable than basic local phone service.

Data - Data includes traditional products, such as switched and dedicated transport, internet access and network integration, and data equipment sales.

Switched Transport services transmit data using switching equipment to transfer the data between multiple lines before reaching its destination. Dedicated Transport services use a single direct line to transmit data between destinations. Integrated Services Digital Network (ISDN), Dedicated Frame Relay, DSL, Digital Services and Synchronous Optical Network (SONET) are examples of Dedicated Transport services. ISDN transmits voice, video, and data over a single line in support of a wide range of applications, including internet access. Frame Relay is a routing technology that breaks a data signal into individual pieces of data to travel at high speeds and then recombines the data prior to arriving at its destination. DSL is a digital modem technology that converts existing twisted-pair telephone lines into access paths for multimedia and high-speed data communications to the Internet or private networks. DSL allows customers to simultaneously make a phone call and access information via the Internet or an office local area network. Digital Services use dedicated digital circuits to transmit digital data at various high rates of speed. SONET provides customer access to our backbone network at various high speeds.

Network integration services include installation of business data systems, local area networking, and other data networking offerings. Internet access services include a wide range of products for residences and businesses, varying by market. Internet services offered include basic dial-up access service, dedicated access, web hosting, e-mail, and high-speed access services.

Prodigy Acquisition

During 2000, we formed a relationship with Prodigy Communications Corporation (Prodigy) that combined our residential and small business internet operations. In the fourth quarter of 2001, we acquired Prodigy. Additional financial information on the Prodigy acquisition is contained in Note 2 of the 2002 SBC Annual Report to Shareowners and is incorporated herein by reference pursuant to General Instruction G(2).

Yahoo! Alliance

In November 2001, we formed a strategic alliance with Yahoo! to provide co-branded broadband and dial-up service to residential customers nationwide. SBC and Yahoo! expanded the alliance in April 2002 to include co-branded broadband and dial-up services designed for small businesses. During the second quarter of 2002, the companies launched SBC Yahoo! Dial - a national dial-up internet service for residential users. During the third quarter, the companies launched SBC Yahoo! DSL for residential customers in SBC's 13-state region. SBC and Yahoo! plan to launch co-branded services for small businesses in 2003.

Cisco Agreement

In December 2002, we formed a strategic marketing and sales agreement with Cisco Systems Inc. (Cisco) to provide business services that will combine Cisco's equipment and our transport and integration services. We also intend to use select Cisco technology in our network infrastructure to deliver new services. Customers will be able to cost-effectively outsource these business services and SBC service centers will serve as a single point of contact.

Long-distance voice - Long-distance voice consists of all interLATA (traditional long-distance) and intraLATA (local toll) wireline revenues, including calling card and 1-800 services. Federal regulation prohibits us from providing interLATA wireline long-distance services in six of our 13 in-region states. We provide interLATA wireline long-distance to our customers in Texas, Kansas, Oklahoma, Arkansas, Missouri, California and Connecticut. In addition, since 1996, we have offered interLATA wireline long-distance services to customers in selected areas outside our 13-state region.

Other - Customer premises equipment and other equipment sales range from single-line and cordless telephones to sophisticated digital PBX systems. PBX is a private telephone switching system, typically used by businesses and usually located on a customer's premises, which provides intra-premise telephone services as well as access to our network.

Wireless

Our wireless segment provides domestic wireless telecommunications services, including local, long-distance and roaming services. Wireless services and products offered also include certain enhanced services, paging services and wireless equipment. Due to the contribution of substantially all of our domestic wireless operations to Cingular (discussed below), reported operating revenues and expenses do not include revenues or expenses from Cingular; instead we reflect our 60% share of its net income as equity in net income of affiliates. Consequently, on a reported basis, our Wireless segment had no operating revenues.

While our reported operating revenues do not include Cingular's results, we do include 60% of Cingular's revenues and expenses (which equals our economic ownership percentage) when we analyze our operating segment results. On that segment basis, the wireless segment provided approximately 17% of 2002 revenues from all our segments.

Cingular Wireless Joint Venture

In April 2000, we formed a joint venture with BellSouth to provide domestic wireless services nationally. In October 2000, most of our and BellSouth's wireless operations were contributed to Cingular, which then began operations. Economic ownership in Cingular is held 60% by us and 40% by BellSouth. We have equal voting rights and representation on the board of directors that controls Cingular. Because we share control equally, we use the equity method of accounting to account for our interest.

Cingular faces substantial competition in all aspects of its business as competition continues to increase in the wireless communications industry. Under current FCC rules, six or more PCS licensees, two cellular licensees and one or more enhanced specialized mobile radio licensees may operate in each of Cingular's markets. On average, Cingular has four to five other wireless competitors in each of its markets and competes for customers based principally on price, service offerings, call quality, coverage area and customer service.

Cingular's competitors are principally five national (Verizon Wireless, AT&T Wireless, Sprint PCS, Nextel Communications and T-Mobile) and a larger number of regional providers of cellular, PCS and other wireless communications services. Cingular also competes with resellers and wireline service providers. Moreover, Cingular may experience significant competition from companies that provide similar services using other communications technologies and services. While some of these technologies and services are now operational, others are being developed or may be developed in the future.

Additional information on Cingular is contained in the 2002 SBC Annual Report to Shareowners under the heading "Expected Growth Areas - Wireless" beginning on page 19 and is incorporated herein by reference pursuant to General Instruction G(2).

Directory

Our directory segment includes advertising, Yellow and White Pages directories and electronic publishing. The directory segment provided approximately 9% of 2002 revenues from all our segments. Our directory subsidiaries operate primarily in our 13-state region.

International

Our international segment includes all of our investments with primarily international operations. We have direct or indirect interests in businesses located in more than 25 countries and as of December 31, 2002, have international investments with a carrying value of approximately $7 billion (including approximately $700 million for our interest in Cegetel, which we sold in January 2003 for approximately $2.3 billion, and approximately $300 million in marketable equity securities of BCE, Inc.(BCE).) Our international investments include local and long-distance telephone services, wireless communications, voice messaging, data services, video services, internet access, telecommunications equipment, and directory publishing. We report earnings from this segment as equity in net income of affiliates rather than as operating revenue because this segment consists almost exclusively of equity investments rather than direct operations. Revenues from our international segment are less than 1% of 2002 revenues from all our segments.

We describe below our foreign equity investments and significant transactions relating to these investments. Financial information about this segment is included in Note 6 of the 2002 SBC Annual Report to Shareowners and is incorporated herein by reference pursuant to General Instruction G(2).

Europe

We hold a 41.6% stake in TDC A/S (TDC), Denmark's primary full-service communications operator. TDC has investments in full service communications providers in Switzerland with a 78.5% investment in Sunrise, and in Belgium with a 16.5% investment in Belgacom S.A. (Belgacom). TDC has investments in wireless services in the Ukraine, Lithuania, Poland, Austria and Germany. TDC also has investments in communications providers in the Czech Republic, Hungary, Finland, Norway and Sweden. We have the right to elect six of twelve members of the TDC Board of Directors, including the Chairman, who would cast any tie-breaking vote.

In January 2001, TDC acquired a majority interest in diAx A.G (diAx), a wireless and long-distance provider in Switzerland owned by SBC International and diAx Holdings. In the first quarter of 2003, TDC acquired the remaining shares from diAx Holdings, pursuant to an agreement negotiated at the time of the original transaction.

In Belgium, we hold a 17.5% stake in Belgacom, that country's primary full-service telecommunications operator, and effectively own 24.4% of Belgacom when our direct stake is combined with the stake we hold indirectly through TDC. With approximately 4.7 million access lines and more than 3.5 million cellular customers, Belgacom provides local, long-distance, cellular and other communications services and offers directories and security services. During 2001, Belgacom entered into an agreement with an unaffiliated special purpose entity (SPE) that allowed Belgacom, at its discretion, the option to sell portions of its Netherlands wireless operations to the SPE in unspecified amounts until the end of 2002. The SPE had the right to put the investment to a subsidiary of Deutsche Telekom. During 2002, Deutsche Telekom issued an irrevocable call option notice calling all shares of the Netherlands wireless operations that were held by Belgacom and TDC. The transaction closed in September 2002.

In 2002, we agreed to sell to Vodafone Group PLC (Vodafone) our 15% equity interest in Cegetel S.A. (Cegetel), a joint venture that owns 80% of the second-largest wireless provider in France. The transaction closed in January 2003. Additional information on this transaction is contained in Note 2 of the 2002 SBC Annual Report to Shareowners and is incorporated herein by reference pursuant to General Instruction G(2).

North America

In the second quarter of 2002, we entered into two agreements with Bell Canada Holdings Inc. (Bell Canada): (1) to redeem a portion of our ownership in Bell Canada, representing approximately 4% of the company and (2) an agreement that gave BCE the right to purchase our remaining interest in Bell Canada, representing approximately 16% of the company, during the fourth quarter of 2002. Bell Canada redeemed our 4% interest in the second quarter of 2002. BCE exercised its right to purchase our remaining 16% interest in Bell Canada during the fourth quarter of 2002. Additional information on these transactions is contained in Note 2 of the 2002 SBC Annual Report to Shareowners and is incorporated herein by reference pursuant to General Instruction G(2).

We own a 7.6% equity share in Teléfonos de México, S.A. de C.V. (Telmex), Mexico's largest national telecommunications provider of wireline services. Telmex operates approximately 14.5 million access lines. Through our relationship, we have worked with Telmex to develop an advanced network, and have helped Telmex achieve its goal of providing enhanced telephone service throughout Mexico.

We are a member of a consortium that holds all of the class AA shares of Telmex stock, representing voting control of the company. Another member of the consortium, Carso Global Telecom, S.A. de C.V. (Carso), has the right to appoint a majority of the directors of Telmex.

In February 2002, U.S. trade officials announced that they would formally ask for a World Trade Organization (WTO) panel to investigate the allegation that Mexico has unfairly kept U.S. companies from competing in its $12 billion telecommunications market. U.S. trade officials requested the WTO create a Dispute Settlement Board in April 2002 and the WTO completed the panel selection in July 2002. Telmex expects that the panel findings will be made final and published in July 2003.

As of December 31, 2002, Telmex had approximately 70% of the long-distance market in Mexico. Telmex's share of international long-distance traffic may decline significantly when the proportional return mechanism expires. This mechanism guarantees Telmex the same percentage of incoming traffic as outgoing traffic. In 2002, Telmex and its competitors agreed to eliminate the proportional return mechanism and agreed on new settlement rates based on the point of destination or origination of the call. These rates will be in effect until January 2004, when the proportional return mechanism expires.

In 2000, Telmex spun-off its wireless and certain other operations to its shareowners as a separate business, América Móvil S.A. de C.V. (América Móvil), which serves more than 30 million wireless customers. We own a 7.6% interest in América Móvil.

We are a member of a consortium that holds all of the class AA shares of América Móvil stock, representing voting control of the company. Another member of the consortium, Carso, had the right to appoint a majority of the directors of América Móvil. In January 2002, Carso transferred its ownership interest in América Móvil to Americas Telecom S.A. de C.V., and with that the right to appoint a majority of the directors of América Móvil.

South America

In January 2002, we purchased from América Móvil its approximately 50% of Cellular Communications of Puerto Rico (CCPR) for cash and a note redeemable for our investment in Telecom Americas. We retained the right to settle the note by delivering Telecom Americas shares. This represented a forward sale of our interest in Telecom Americas. In connection with this transaction, we reviewed the values at which we would carry CCPR and our interest in Telecom Americas and recognized a charge of $390 million ($262 million net of tax) for the reduction of our direct and indirect book values to the value indicated by the transaction. We based this valuation on a contemporaneous transaction involving CCPR and an independent third party. The charges were recorded in both other income (expense) – net $(341) million and equity in net income of affiliates $(49) million. América Móvil exercised its option to acquire our shares of Telecom Americas in July 2002.

Africa/Middle East

We hold an 18% indirect ownership stake in Telkom S.A. Limited (Telkom), South Africa's largest local exchange and long-distance company. Currently, Telkom serves nearly 5.0 million access lines in South Africa, and also owns 50% of a second national wireless network serving more than 7.3 million wireless customers through Telkom's wireless subsidiary, Vodacom.

We own a 9% stake in Amdocs Limited (Amdocs), a major supplier of billing and customer service software used by telecommunications companies worldwide. Amdocs, a Guernsey Island corporation, has operations throughout the world with many of its programming support services located in Israel.

MAJOR CLASSES OF SERVICE

The following table sets forth the percentage of consolidated total reported operating revenues by any class of service that accounted for 10% or more of our consolidated total operating revenues in any of the last three fiscal years.

	Percentage of Consolidated Total Reported Operating Revenues		
	2002	2001	2000
Wireline Segment			
Voice	**57%**	58%	52%
Data	**22%**	21%	16%
Wireless Segment			
Wireless subscriber	-	-	10%
Directory Segment			
Directory advertising [1]	**10%**	10%	9%

[1] Approximately 96%, 96% and 95% of directory advertising revenues were recorded in the Directory segment for 2002, 2001 and 2000 The remaining directory advertising revenues were recorded in the Wireline segment.

Voice and Data are included in the Wireline segment and each also exceeds 10% of the wireline segment's total operating revenues. Beginning in 2001, all of our wireless segment revenues are reported in equity in net income of affiliates in our consolidated financial statements because they are generated by Cingular. Directory advertising revenues are included in our directory segment's results of operations and are approximately 97% of directory's total operating revenues.

We analyze our wireless segment's results by including 60% of Cingular's revenues and expenses, an amount that equals our economic ownership percentage. The below table shows the effect on our other classes of services (shown in the above table) if 60% of Cingular's revenues are added to our total operating revenues.

	Percentage of Consolidated Total Segment Operating Revenues (including Cingular)		
	2002	2001	2000
Wireline Segment			
Voice	**48%**	49%	50%
Data	**19%**	18%	15%
Wireless Segment			
Wireless subscriber	**15%**	13%	12%

GOVERNMENT REGULATION

In our 13-state area, our wireline subsidiaries are subject to regulation by state commissions which have the power to regulate intrastate rates and services, including local, long-distance and network access services. Our wireline subsidiaries are also subject to the jurisdiction of the FCC with respect to interstate and international rates and services, including interstate access charges. Access charges are designed to compensate our wireline subsidiaries for the use of their network by other carriers.

Additional information relating to federal and state regulation of our wireline subsidiaries is contained in the 2002 SBC Annual Report to Shareowners under the heading "Regulatory Developments" beginning on page 20, and is incorporated herein by reference pursuant to General Instruction G(2).

IMPORTANCE, DURATION AND EFFECT OF LICENSES

Certain of our subsidiaries own or have licenses to various patents, copyrights, trademarks and other intellectual property necessary to conduct business. We also license other companies to use this intellectual property. We do not believe that the expiration of any of our intellectual property rights, or the nonrenewal of those rights, would have a material adverse affect on our results of operations.

MAJOR CUSTOMER

No customer accounted for more than 10% of our consolidated revenues in 2002, 2001 or 2000.

COMPETITION

Information relating to competition in each of our operating segments is contained in the 2002 SBC Annual Report to Shareowners under the heading "Competition" beginning on page 23, and is incorporated herein by reference pursuant to General Instruction G(2).

RESEARCH AND DEVELOPMENT

The majority of our research and development activities are related to our wireline segment. Applied research, technology planning and evaluation services are conducted at our subsidiary, SBC Technology Resources, Inc. We also have a research agreement with Telcordia Technologies, formerly Bell Communications Research, Inc. Research and development expenses were not material in 2002, 2001 or 2000.

EMPLOYEES

As of January 31, 2003, we employed approximately 175,400 persons. Approximately two-thirds of our employees are represented by the Communications Workers of America (CWA) and the International Brotherhood of Electrical Workers (IBEW).

RECENT DEVELOPMENTS

FCC Triennial Review On February 20, 2003, the FCC, in its Triennial Review proceeding, issued a press release describing general rules it approved concerning the obligations of incumbent local exchange carriers, such as our wireline subsidiaries, to make available network elements on an unbundled and subsidized basis. These rules will replace the FCC's previous unbundling rules, which have been vacated by the United States Court of Appeals for the District of Columbia (D.C. Court of Appeals). The FCC did not release a text of its decision prior to the filing of this Form 10-K and public information about the FCC's ruling is somewhat limited. Additional information about the order and its implications for SBC will be known once the text of the decision is released. Set forth below is a summary of what we now know about the decision.

The Triennial Review decision, rather than establishing a uniform national structure for unbundled network elements (UNEs) as mandated by the D.C. Court of Appeals in May 2002, largely defers decisions on UNEs to the states, including rules for below-cost unbundled network element-platform (UNE-P). The FCC is also revising rules regarding combinations of unbundled loop and dedicated transport elements. ("Impairment", when used below, has been defined by the FCC to mean an economic or operational barrier(s) to providing service; this term should not be confused with the GAAP term "impairment" used in a financial context in certain sections of our Annual Report.)

- **UNE-P** UNE-P is a combination of all of the network elements necessary to provide complete local service to a customer. To the extent that any one of those network elements is not required, the UNE-P itself cannot be required. From a practical perspective, the network element most relevant to the UNE-P is "switching", i.e., the routing of telephone calls or data. In its decision, the FCC declined to reach any definitive conclusions with regard to the switching element, instead leaving to each state to determine the extent, if any, to which unbundled switching must be provided. The FCC did, however, establish certain presumptions in this regard. Specifically, it presumed that competitors are not "impaired" in their ability to serve larger business customers (those using a high capacity loop facility) without access to unbundled switching. It presumed that competitors are "impaired" in their ability to serve other customers. The decision purportedly will set forth specific criteria that each state commission may apply to determine, on a "granular" basis, whether impairment actually exists in a particular market. The state commissions will have three months to overcome the presumption of a lack of impairment for larger business customers. They are given nine months to complete the "granular" analysis for other customers. If the analysis concludes that impairment does not exist, there will be a three-year transition period off below-cost UNE-P, but the FCC did not offer any further details about that transition.

- **Dedicated Transport** The FCC redefines dedicated transport to include only those transmission facilities connecting incumbents' switches or central offices, thus eliminating unbundling of entrance facilities (connections between the incumbent and competitor networks). The FCC concludes that competitive local exchange carriers are considered impaired if they do not have access to dark fiber (unused fiber that must be equipped with electronics before it can transmit a communications signal) and DS3 and DS1 capacity transport, except where alternative wholesale facilities are available. State commissions are to perform route-specific, "granular" analysis to determine if such alternative wholesale facilities exist for each of these services. Dark fiber and DS3 transport are also each subject to review by the state commissions to identify whether competing carriers are able to provide their own facilities. If state analysis determines that there is no impairment, incumbents will not be required to provide below-cost data transport services. (Data transport services, also referred to as "special access" services are a component of our wireline revenues.)

- **Enhanced Extended Links (EELs)** Incumbent local exchange carriers, such as our wireline subsidiaries, are currently required to provide combinations of unbundled loop and transport elements, i.e., EELs, to carriers that are using such combinations to provide a significant amount of local service. The Triennial Review decision apparently revises the test for determining when the "significant local service" test has been met. While the details of the new test have not been released, we do know that the decision eliminates the existing restriction on "commingling" UNEs with access services. The ability to order new combinations means that competitors, in some cases, can order unbundled loop and transport combinations without having first ordered them as special access services and then converting them to UNEs.

- **Broadband** The Triennial Review decision, as described in the FCC's press release, eliminates unbundling of certain telecommunications technology that is primarily used for transmitting data and high-speed internet access across telephone lines. For example, it eliminates unbundling of the packet-switching capabilities (a highly efficient method of transmitting data) of incumbents' local loops and eliminates unbundling of certain fiber-to-the-home (FTTH) loops. FTTH loops are fiber-optic loops that connect directly from carriers' networks to customers' premises. Traditional telephone lines are copper; fiber-optic lines are made of glass and can carry more information over far longer distances than copper. Under the new FCC rules, packet-switching and FTTH loops are not considered UNEs; therefore, our wireline subsidiaries will not be required to sell them to competitors at below-cost UNE prices. However, incumbents must continue to provide unbundled access to copper-loop and sub-loop lines and in areas where unregulated fiber-optic lines are installed in place of copper-loop lines, incumbents will be required to provide "narrowband service" (to be clarified in the decision text) unbundled access over the fiber-optic lines. Additionally, incumbents may face constraints on retiring copper-loop or sub-loop lines without prior state regulatory approval. Although our evaluation of this requirement depends on the scope and implementation standards included in the text of the FCC's decision, continued operation of copper lines that we would otherwise have retired may increase our future expenses and require us to reduce our future capital expenditure budget.

Under the FCC's Line Sharing Order, incumbents, such as our wireline subsidiaries, were required to share, on an unbundled basis, the high-frequency portion of the local telephone lines with competitors so that competitors could offer DSL services on a national basis. As set forth in the FCC's press release, under the Triennial Review decision, this high-frequency portion of the telephone line is no longer considered a UNE. During a three-year period, competitive carriers will be required to pay an increasing amount for the services and transition existing customers to new arrangements.

- **UNE Pricing Rules** The decision apparently clarifies two components of the FCC UNE-pricing rules that govern the rates incumbents, such as our wireline subsidiaries, charge competitors for interconnection and leasing portions of the incumbents' telephone networks. First, it recommends that the cost of capital used in calculating UNE prices should reflect the risks associated with a competitive market; and second, it states that that the use of accelerated depreciation may present a more accurate measure of calculating economic depreciation. It appears that much of this portion of the decision consists of suggestions rather than mandates and it is not clear the extent to which the states will adhere to these guidelines; therefore, the effects of this portion of the decision on our financial position and results of operations are uncertain at this time.

- **Further Notice of Proposed Rulemaking (FNPR)** The Triennial Review decision opens a FNPR to seek comment on whether the FCC should modify its "pick-and-choose" rule that permits requesting competitive carriers to opt into individual portions of interconnection agreements without accepting all the terms and conditions of the agreements.

Due to the lack of detailed information about the new rules in the FCC's press release, we cannot analyze or quantify the effects of this decision until we review the text of the decision; however, the new unbundling rules will most likely create an even more uncertain and more complex regulatory environment for our wireline subsidiaries, possibly resulting in further reductions in capital expenditures and employment levels. As the new rules give each state commission the authority to determine which network elements are to be unbundled and to set UNE-P rules, the rules will likely vary by state as well as be subject to implementation and federal appeal on a state-by-state basis rather than uniform implementation and review at the federal level. Furthermore, several of the new rules, including the FCC's finding of presumed impairment for switching, or UNE-P, appear legally suspect. The D.C. Court of Appeals, in vacating the FCC's UNE Remand Order, mandated that the FCC apply a meaningful impairment standard when evaluating UNEs. However, in the Triennial Review decision, the FCC has provided rules that force incumbents to provide core facilities (i.e., switching and UNE-P) to competitors for at least another four years without any finding that competitors would be impaired without such facilities. Although some relief appears to have been provided by the broadband provisions of the FCC's Triennial Review decision, the decision may create increased uncertainty and we expect that the decision may have an overall unfavorable effect on our results of operations and financial position. We will provide further information, as it becomes available, in our 2003 Forms 10-Q. The Triennial Review decision is expected to be effective 30 days after official publication and likely will be appealed by various parties.

CAUTIONARY LANGUAGE CONCERNING FORWARD-LOOKING STATEMENTS

Information set forth in this report contains forward-looking statements that are subject to risks and uncertainties. We claim the protection of the safe harbor for forward-looking statements provided by the Private Securities Litigation Reform Act of 1995.

The following factors could cause our future results to differ materially from those expressed in the forward-looking statements:

- Adverse economic changes in the markets served by SBC or in countries in which SBC has significant investments.
- Changes in available technology and the effects of such changes including product substitutions and deployment costs.
- Continued weakness in the U.S. securities market and adverse medical cost trends.
- The final outcome of Federal Communications Commission proceedings, including the Triennial Review and other rulemakings, and judicial review, if any, of such proceedings, including issues relating to jurisdiction, unbundled network elements and platforms (UNE-Ps) and unbundled loop and transport elements (EELs).
- The final outcome of state regulatory proceedings in SBC's 13-state area, and judicial review, if any, of such proceedings, including proceedings relating to interconnection terms, access charges, universal service, UNE-Ps and resale rates, SBC's broadband initiative known as Project Pronto, service standards and reciprocal compensation.
- Enactment of additional state, federal and/or foreign regulatory laws and regulations pertaining to our subsidiaries and foreign investments.
- Our ability to absorb revenue losses caused by UNE-P requirements and maintain capital expenditures.
- The timing of entry and the extent of competition in the local and intraLATA toll markets in SBC's 13-state area and the resulting pressure on access line totals and operating margins.
- Our ability to develop attractive and profitable product/service offerings to offset increasing competition in our wireline and wireless markets.
- The ability of our competitors to offer product/service offerings at lower prices due to adverse regulatory decisions, including state regulatory proceedings relating to UNE-Ps.
- Additional delays in our entry into the in-region long-distance market.
- The issuance by the Financial Accounting Standards Board or other accounting oversight bodies of new accounting standards or changes to existing standards.
- The impact of the Ameritech transaction, including performance with respect to regulatory requirements, and merger integration efforts.
- The timing, extent and cost of deployment of Project Pronto, its effect on the carrying value of the existing wireline network and the level of consumer demand for offered services.
- The impact of the wireless joint venture with BellSouth, known as Cingular, including marketing and product-development efforts, access to additional spectrum, technological advancements and financial capacity.
- Decisions by federal and state regulators and courts relating to bankruptcies of industry participants.

Readers are cautioned that other factors discussed in this report, although not enumerated here, also could materially impact our future earnings.

ITEM 2. PROPERTIES

Our properties do not lend themselves to description by character and location of principal units. At December 31, 2002, approximately 99% of our property, plant and equipment was owned by our wireline subsidiaries. Network access lines represented approximately 39% of the wireline subsidiaries' investment in telephone plant; central office equipment represented approximately 42%; land and buildings represented approximately 9%; other equipment, comprised principally of furniture and office equipment and vehicles and other work equipment, represented approximately 7%; and other miscellaneous property represented approximately 3%.

Substantially all of the installations of central office equipment are located in buildings and on land that we own. Many garages, administrative and business offices and telephone centers are in leased quarters.

ITEM 3. LEGAL PROCEEDINGS

We are a party to numerous lawsuits, regulatory proceedings and other matters arising in the ordinary course of business. In our opinion, although the outcomes of these proceedings are uncertain, they should not have a material adverse effect on the company's financial position, results of operations or cash flows. As of the date of this report, we do not believe that any pending legal proceedings to which we or our subsidiaries are subject are required to be disclosed as material legal proceedings pursuant to this item.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matter was submitted to a vote of shareowners in the fourth quarter of the fiscal year covered by this report.

EXECUTIVE OFFICERS OF THE REGISTRANT
(As of March 14, 2003)

Name	Age	Position	Held Since
Edward E. Whitacre Jr.	61	Chairman and Chief Executive Officer	1/1990
John H. Atterbury III	54	Group President – Operations	11/2002
James W. Callaway	56	Group President	11/1999
William M. Daley	54	President	12/2001
James D. Ellis	59	Senior Executive Vice President and General Counsel	3/1989
Karen E. Jennings	52	Senior Executive Vice President - Human Resources and Communications	10/1998
James S. Kahan	55	Senior Executive Vice President - Corporate Development	7/1993
Forrest E. Miller	50	Group President - Corporate Planning	10/2002
Randall L. Stephenson	42	Senior Executive Vice President and Chief Financial Officer	8/2001
Rayford Wilkins, Jr.	51	Group President	6/2002

All of the above executive officers have held high-level managerial positions with SBC or its subsidiaries for more than the past five years, except for Mr. Daley. Mr. Daley was Vice Chairman and Senior Managing Director of Evercore Partners Inc. from May 2001 to December 2001. He was Chairman of the Gore/Lieberman Campaign from July 2000 to December 2000, and he was Secretary of Commerce from January 1997 to July 2000. Prior to that, he was a partner in the law firm of Mayer, Brown & Platt from 1993 to 1997. Executive officers are not appointed to a fixed term of office.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Our common stock is listed on the New York, Chicago and Pacific stock exchanges as well as the Swiss Exchange. Our stock is traded on the London Stock Exchange through the SEAQ International Markets facility. The number of shareowners of record as of December 31, 2002 and 2001 were 1,027,716 and 1,086,775. We paid dividends, on a quarterly basis, totaling $1.08 per share in 2002 and $1.025 per share in 2001. During 2002, non-employee directors acquired from SBC shares of common stock pursuant to the Non-Employee Director Stock and Deferral Plan. Under the plan, a director may make an annual election to receive all or part of his or her annual retainer or fees in the form of SBC shares or deferred stock units (DSUs) that are convertible into SBC shares. Each director also receives an annual grant of DSUs. During 2002 an aggregate of 93,113 SBC shares and DSUs were acquired by non-employee directors at prices ranging from $20.15 to $38.50, in each case the fair market value of the shares on the date of acquisition. The issuances of shares and DSUs were exempt from registration pursuant to Section 4(2) of the Securities Act.

Other information required by this Item is included in the 2002 SBC Annual Report to Shareowners under the headings "Quarterly Financial Information" on page 59, "Selected Financial and Operating Data" on page 4, and "Stock Trading Information" on the back cover, which are incorporated herein by reference pursuant to General Instruction G(2).

ITEM 6. SELECTED FINANCIAL AND OPERATING DATA

Information required by this Item is included in the 2002 SBC Annual Report to Shareowners under the heading "Selected Financial and Operating Data" on page 4 which is incorporated herein by reference pursuant to General Instruction G(2).

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

Information required by this Item is included in the 2002 SBC Annual Report to Shareowners on page 5 through page 30, which is incorporated herein by reference pursuant to General Instruction G(2).

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Information required by this Item is included in the 2002 SBC Annual Report to Shareowners under the heading "Market Risk" on page 29, which is incorporated herein by reference pursuant to General Instruction G(2).

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Information required by this Item is included in the 2002 SBC Annual Report to Shareowners on page 31 through page 60, which is incorporated herein by reference pursuant to General Instruction G(2).

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

No changes in or disagreements with accountants have occurred on any accounting or financial disclosure matters during the period covered by this report.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

Information regarding executive officers required by Item 401 of Regulation S-K is furnished in a separate disclosure at the end of Part I of this report since the registrant did not furnish such information in its definitive proxy statement prepared in accordance with Schedule 14A. Other information required by this Item 10 is included in the registrant's definitive proxy statement, dated on or about March 14, 2003, under the heading "Board of Directors" beginning on page 10 which is incorporated herein by reference pursuant to General Instruction G(3).

ITEM 11. EXECUTIVE COMPENSATION

Information required by this Item is included in the registrant's definitive proxy statement, dated on or about March 14, 2003, under the headings "Compensation of Directors" from page 13 through page 14, and "Compensation Committee Interlocks and Insider Participation", "Executive Compensation" but not including the Report of the Human Resources Committee on Executive Compensation, "Pension Plans", and "Contracts with Management" from page 25 through page 40, which are incorporated herein by reference pursuant to General Instruction G(3).

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Information required by this Item is included in the registrant's definitive proxy statement, dated on or about March 14, 2003, under the heading "Common Stock Ownership of Directors and Officers" on page 15, which is incorporated herein by reference pursuant to General Instruction G(3).

Equity Compensation Plan Information

The following table provides information as of December 31, 2002, concerning shares of SBC common stock authorized for issuance under SBC's existing equity compensation plans.

Equity Compensation Plan Information (1)

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	74,758,152	$37.11	65,103,556 (2)
Equity compensation plans not approved by security holders	118,869,021	$40.20	33,823,778 (3)
Total	**193,627,173**	**$39.00**	**98,927,334**

(1) In addition to the shares shown in the above table, certain stock options issued by companies acquired by SBC were converted into options to acquire SBC stock. As of December 31, 2002, there were 35,845,941 shares of SBC common stock subject to the converted options, having a weighted-average exercise price of $28.28. No further grants may be issued under the assumed plans.

(2) Included in the total are up to 5,959,100 shares that may be issued as restricted stock and 18,000,000 shares that may be issued pursuant to performance shares under the 2001 Incentive Plan.

Also included are up to 7,383,167 shares that may be purchased under the Stock Savings Plan (a deferred compensation and stock option plan) by mid-level and above managers through payroll deductions, together with limited matching shares for managers who do not receive matching contributions in the 401(k) plan and shares issuable upon reinvestment of dividend equivalents. The shares purchased are not delivered to the employee until after retirement, subject to certain accelerated delivery provisions. Shares relating to restricted stock and performance shares from the 2001 Incentive Plan may also be deferred under the Stock Savings Plan (but without matching shares and stock options). Pending delivery of the deferred shares, the managers earn dividend equivalents that are reinvested in additional Shares. The Stock Savings Plan also has a stock option component, for which 13,278,154 shares are included in the table for future issuance. For each share purchased with payroll deductions, the manager receives approximately two such stock options, each having a term of ten years, which may be limited upon termination of employment. The Stock Savings Plan was approved by shareowners in 1994. The plan was amended in 2000 to increase the number of shares available for purchase under the plan (including shares from the company match and reinvested dividend equivalents) and shares subject to options by 8,000,000 and 13,000,000, respectively. The amounts shown for approved plans in columns (a) and (c) include these additional shares. Shareowner approval was not required or obtained for the amendment.

(3) Plans that have not been approved by shareowners include the 1995 Management Stock Option Plan (1995 Plan), 2001 Stock Option Grant to Bargained-for and Certain Other Employees (Bargained-For Plan), and the Non-Employee Director Stock and Deferral Plan (Non-Employee Director Plan). The 1995 Plan and the Bargained-For Plan provide for grants of stock options to management employees (10 year terms) and Bargained-For employees (5 year terms), respectively, subject in each case to vesting requirements and shortened exercise terms upon termination of employment. Under the Non-Employee Director Plan, participants may elect to receive stock units in lieu of retainers and fees. In addition, each non-employee director receives an annual award of stock units equal in value to one and one-half times the annual retainer. Directors who become board members after November 21, 1997, also receive up to 10 annual grants of stock units equal to $13,000 each. The stock units are paid out in the form of SBC stock only after the termination of the employment of a director. Under the plan, 672,080 shares remain available under the plan and are included in the table.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Information required by this Item is included in the registrant's definitive proxy statement, dated on or about March 14, 2003, under the heading "Compensation of Directors" from page 13 through page 14 and "Contracts with Management" from page 37 through page 40, which are incorporated herein by reference pursuant to General Instruction G(3).

ITEM 14. CONTROLS AND PROCEDURES

The company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed by the Company is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. The Chief Executive Officer and Chief Financial Officer have performed an evaluation of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of March 14, 2003. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of March 14, 2003. There have been no significant changes in the Company's internal controls or in other factors that could significantly affect internal controls subsequent to March 14, 2003.

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K

(a) Documents filed as a part of the report:

* Incorporated herein by reference to the appropriate portions of the registrant's annual report to shareowners for the fiscal year ended December 31, 2002. (See Part II.)

Financial statement schedules other than those listed above have been omitted because the required information is contained in the financial statements and notes thereto, or because such schedules are not required or applicable.

(3) Exhibits:

Exhibits identified in parentheses below, on file with the Securities and Exchange Commission (SEC), are incorporated herein by reference as exhibits hereto. Unless otherwise indicated, all exhibits so incorporated are from File No. 1-8610.

Exhibit Number	
3-a	Restated Certificate of Incorporation, filed with the Secretary of State of Delaware on June 30, 2000. (Exhibit 3-a to Form 10-K for 2000.)
3-b	Bylaws amended June 30, 2000. (Exhibit 3 to Form 8-K dated June 30, 2000.)
4-a	Pursuant to Regulation S-K, Item 601(b)(4)(iii)(A), no instrument which defines the rights of holders of long-term debt of the registrant or any of its consolidated subsidiaries is filed herewith. Pursuant to this regulation, the registrant hereby agrees to furnish a copy of any such instrument to the SEC upon request.
4-b	Guaranty of certain obligations of Pacific Bell Telephone Co. and Southwestern Bell Telephone Co. (Exhibit 4-d to Form 10-K for 1999.)
4-c	Guaranty of certain obligations of Ameritech Capital Funding Corp., Illinois Bell Telephone Co., Indiana Bell Telephone Co. Inc., Michigan Bell Telephone Co., The Ohio Bell Telephone Co., Pacific Bell Telephone Co., Southern New England Telecommunications Corp., The Southern New England Telephone Co., Southwestern Bell Telephone Co., Wisconsin Bell, Inc. (Exhibit 4-e to Form 10-K for 1999.)

10-a Short Term Incentive Plan.

10-b Supplemental Life Insurance Plan.

10-c Supplemental Retirement Income Plan.

10-d Senior Management Deferred Compensation Plan (effective for Units of Participation Having a Unit Start Date Prior to January 1, 1988).

10-e Senior Management Deferred Compensation Program of 1988 (effective for Units of Participation Having a Unit Start Date of January 1, 1988 or later).

10-f Senior Management Long Term Disability Plan. (Exhibit 10-f to Form 10-K for 1986.)

10-g Salary and Incentive Award Deferral Plan.

10-h Executive Health Plan, formerly the Supplemental Health Plan.

10-i Retirement Plan for Non-Employee Directors. (Exhibit 10-k to Form 10-K for 1997.)

10-j Form of Indemnity Agreement, effective July 1, 1986, between SBC and its directors and officers. (Appendix 1 to Definitive Proxy Statement dated March 18, 1987.)

10-k Forms of Change of Control Severance Agreements for officers of SBC and certain officers of SBC's subsidiaries (Approved November 21, 1997). (Exhibit 10-n to Form 10-K for 1997.)

10-l Stock Savings Plan.

10-m 1992 Stock Option Plan. (Exhibit 10-n to Form 10-K for 2001.)

10-n Officer Retirement Savings Plan. (Exhibit 10-q to Form 10-K for 1997.)

10-o 1996 Stock and Incentive Plan.

10-p Non-Employee Director Stock and Deferral Plan.

10-q Pacific Telesis Group Deferred Compensation Plan for Nonemployee Directors. (Exhibit 10gg to Form 10-K for 1996 of Pacific Telesis Group (Reg. 1-8609).)

10-q(i) Resolutions amending the Plan, effective November 21, 1997. (Exhibit 10-v(i) to Form 10-K for 1997.)

10-r Pacific Telesis Group Outside Directors' Deferred Stock Unit Plan. (Exhibit 10oo to Form 10-K for 1995 of Pacific Telesis Group (Reg. 1-8609).)

10-s Pacific Telesis Group 1996 Directors' Deferred Compensation Plan. (Exhibit 10qq to Form 10-K for 1996 of Pacific Telesis Group (Reg. 1-8609).)

10-s(i) Resolutions amending the Plan, effective November 21, 1997. (Exhibit 10-v(i) to Form 10-K for 1997.)

10-t	Pacific Telesis Group 1994 Stock Incentive Plan. (Attachment A to Pacific Telesis Group's 1994 Proxy Statement filed March 11, 1994, and amended March 14 and March 25, 1994.)
	10-t(i) Resolutions amending the Plan, effective January 1, 1995. (Attachment A to Pacific Telesis Group's 1995 Proxy Statement, filed March 13, 1995.)
10-u	2001 Incentive Plan.
10-v	Employment Agreement between SBC and William M. Daley. (Exhibit 10-x to Form 10-K for 2001.)
10-w	Employment Agreement between SBC and Edward E. Whitacre Jr. (Exhibit 10-y to Form 10-K for 2001.)
10-x	2001 Stock Option Grant to Bargained-for and Certain Other Employees.
10-y	1995 Management Stock Option Plan.
12	Computation of Ratios of Earnings to Fixed Charges.
13	Portions of SBC's Annual Report to shareowners for the fiscal year ended December 31, 2002. Only the information incorporated by reference into this Form 10-K is included in the exhibit.
21	Subsidiaries of SBC.
23	Consent of Ernst & Young LLP.
24	Powers of Attorney.
99-a	Annual Report on Form 11-K for the SBC Savings Plan for the year 2002 to be filed under Form 10-K/A.
99-b	Annual Report on Form 11-K for the SBC Savings and Security Plan for the year 2002 to be filed under Form 10-K/A.

We will furnish to shareowners upon request, and without charge, a copy of the annual report to shareowners and the proxy statement, portions of which are incorporated by reference in the Form 10-K. We will furnish any other exhibit at cost.

(b) Reports on Form 8-K:

On October 16, 2002, we filed a Form 8-K, reporting on Item 5., Other Events, our agreement to sell our interest in Cegetel S.A. to Vodafone Group PLC.

No other reports on Form 8-K were filed during the fourth quarter of 2002.

SBC COMMUNICATIONS INC.
SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
Allowance for Uncollectibles
Dollars in Millions

Schedule II - Sheet 1

COL. A	COL. B	COL. C		COL. D	COL. E
		Additions			
		(1)	(2)		
Description	Balance at Beginning of Period	Charged to Costs and Expenses-Note (a)	Charged to Other Accounts -Note (b)	Deductions -Note (c)	Balance at End of Period
Year 2002	**$ 1,254**	**1,407**	**620**	**1,854**	**$ 1,427**
Year 2001	$ 1,016	1,384	293	1,439(d)	$ 1,254
Year 2000	$ 1,389	885	264	1,522(e)	$ 1,016

(a) Excludes direct charges and credits to expense on the statements of income and reinvested earnings related to interexchange carrier receivables.
(b) Includes amounts previously written off which were credited directly to this account when recovered and amounts related to long-distance carrier receivables which are being billed by SBC.
(c) Amounts written off as uncollectible.
(d) Includes $50 from the sale of SecurityLink.
(e) Includes $81 transferred to Cingular.

SBC COMMUNICATIONS INC.
SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
Accumulated Amortization of Intangibles
Dollars in Millions

COL. A	COL. B	COL. C		COL. D	COL. E
		Additions			
Description	Balance at Beginning of Period	(1) Charged to Expense	(2) Charged to Other Accounts	Deductions	Balance at End of Period
Year 2002	**$ 771**	**199**	**-**	**477(a)**	**$ 493**
Year 2001	$ 746	481	1	457(b)	$ 771
Year 2000	$ 1,325	1,268(c)	(262)(d)	1,585(e)	$ 746

(a) Includes $364 related to goodwill which is no longer amortized under Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets."
(b) Includes $277 from the sale of SecurityLink and $101 transfer to Cingular.
(c) Includes impairment of underlying assets at SecurityLink.
(d) Primarily related to the transfer to Cingular.
(e) Includes $962 transfer to Cingular and $670 related to impairment at SecurityLink.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on the 14th day of March, 2003.

SBC COMMUNICATIONS INC.

By /s/ Randall Stephenson
(Randall Stephenson
Senior Executive Vice President and
Chief Financial Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

Principal Executive Officer:
Edward E. Whitacre Jr.*
Chairman and
Chief Executive Officer

Principal Financial and
Accounting Officer:
Randall Stephenson
Senior Executive Vice President and
Chief Financial Officer

/s/ Randall Stephenson
(Randall Stephenson, as attorney-in-fact
and on his own behalf as Principal
Financial Officer and Principal
Accounting Officer)

March 14, 2003

Directors:

Edward E. Whitacre Jr.*	Charles F. Knight*
Gilbert F. Amelio*	Lynn M. Martin*
Clarence C. Barksdale*	John B. McCoy*
James E. Barnes*	Mary S. Metz*
August A. Busch III*	Toni Rembe*
William P. Clark*	S. Donley Ritchey*
Martin K. Eby, Jr.*	Joyce M. Roché*
Herman E. Gallegos*	Carlos Slim Helú*
Jess T. Hay*	Laura D'Andrea Tyson*
James A. Henderson*	Patricia P. Upton*
Bobby R. Inman*	

* by power of attorney

CERTIFICATIONS

I, Edward E. Whitacre Jr., certify that:

1. I have reviewed this annual report on Form 10-K of SBC Communications Inc.;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:
   a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
   b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and
   c) presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
   a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: March 14, 2003

/s/ Edward E. Whitacre Jr.
Edward E. Whitacre Jr.
Chairman and Chief Executive Officer

I, Randall Stephenson, certify that:

1. I have reviewed this annual report on Form 10-K of SBC Communications Inc.;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:
   a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
   b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and
   c) presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
   a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: March 14, 2003

/s/ Randall Stephenson
Randall Stephenson
Senior Executive Vice President
and Chief Financial Officer

EXHIBIT 12

SBC COMMUNICATIONS INC.
COMPUTATION OF RATIOS OF EARNINGS TO FIXED CHARGES
Dollars in Millions

	2002	2001	2000	1999	1998
Income Before Income Taxes, Extraordinary Items and Cumulative Effect of Accounting Changes*	**$ 8,871**	$ 10,223	$ 12,095	$ 10,382	$ 11,859
Add: Interest Expense	**1,382**	1,599	1,592	1,430	1,605
Dividends on Preferred Securities	**10**	57	118	118	114
1/3 Rental Expense	**195**	266	252	236	228
Adjusted Earnings	**$ 10,458**	$ 12,145	$ 14,057	$ 12,166	$ 13,806
Total Interest Charges	**$ 1,440**	$ 1,718	$ 1,693	$ 1,511	$ 1,691
Dividends on Preferred Securities	**10**	57	118	118	114
1/3 Rental Expense	**195**	266	252	236	228
Adjusted Fixed Charges	**$ 1,645**	$ 2,041	$ 2,063	$ 1,865	$ 2,033
Ratio of Earnings to Fixed Charges	**6.36**	5.95	6.81	6.52	6.79

*Undistributed earnings on investments accounted for under the equity method have been excluded. The 2001 and 2000 results have been restated for our adoption of the fair value recognition provisions of Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation" (FAS 123) as amended by Statement of Financial Accounting Standards No. 148, "Accounting for Stock-Based Compensation – Transition and Disclosure" (FAS 148). The years 1999 and 1998 were not restated for our adoption of FAS 148, as allowed by the standard.

City of Las Vegas

Agenda Item No. 2

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 15, 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 to extend the temporary Operational and Services Provider Agreement to July 7, 2004, between O.B. Sports Golf Management, LLC and Las Vegas Golf I, LLC, at Angel Park Golf Course, 100 South Rampart Boulevard, for management and oversight duties - Ward 2 (L.B. McDonald)

Fiscal Impact

X	**No Impact**	**Amount:**	
	Budget Funds Available	**Dept./Division:**	Public Works/Real Estate
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:
On July 2, 2003, City Council approved a nine month temporary operational agreement between Las Vegas Golf I, LLC and O.B. Sports Management, LLC subject to reconsideration at the time the liquor license comes forward to Council, and a six month temporary liquor license. The temporary liquor license was extended 11/19/03 for six months from the original expiration, which will then expire 7/7/04.

RECOMMENDATION:
Staff recommends approval to extend the temporary operational agreement to 7/7/04 to coincide with the expiration date of the temporary liquor license approval

BACKUP DOCUMENTATION:
None

COMMITTEE RECOMMENDATION:
COUNCILWOMAN MONCRIEF 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 the management agreement goes parallel with the temporary liquor license agreement for Angel Park Golf Course that Business Services sought to extend six more months during the last month

REAL ESTATE COMMITTEE MEETING OF DECEMBER 1, 2003
Public Works
Item 2 - Discussion and possible action to extend the temporary Operational and Services Provider Agreement to July 7, 2004, between O.B. Sports Golf Management, LLC and Las Vegas Golf I, LLC, at Angel Park Golf Course, 100 South Rampart Boulevard, for management and oversight duties - Ward 2 (L.B. McDonald)

MINUTES – Continued:
When the agreements were heard during the summer, one was extended nine-months and the other six-months. This will result in both agreements expiring at the same time. Staff recommended approval.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:10 – 3:11)

1-38

City of Las Vegas

Agenda Item No. 3

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 15, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [ ] CONSENT [X] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action entering into negotiations with Cingular Wireless for a land lease agreement for a cellular tower to be located at 2801 West Oakey, commonly known as Bob Baskin Park - Ward 1 (Moncrief)

Fiscal Impact

[X] **No Impact**	**Amount:**	
[ ] **Budget Funds Available**	**Dept./Division:**	Public Works/Real Estate
[ ] **Augmentation Required**	**Funding Source:**	

PURPOSE/BACKGROUND:

As growth occurs in the valley, additional cellular towers are required to continue to provide valley residents with communication services. Staff will bring back the land lease agreement to Council indicating the details of the tower construction location and all the specific information detailing the shelter and tower The lease agreement does not preempt the standard approval process that Cingular needs to go through with the Planning Department for approval of the permits.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1 Letter of Interest for site
2. Drawings
3. Pictures

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 3 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF DECEMBER 15, 2003
Public Works
Item 3 - Discussion and possible action entering into negotiations with Cingular Wireless for a land lease agreement for a cellular tower to be located at 2801 West Oakey, commonly known as Bob Baskin Park - Ward 1 (Moncrief)

MINUTES – Continued:
DAVID ROARK, Manager, Real Estate and Asset Management Division, indicated that this will permit staff to negotiate with Cingular Wireless for a non-intrusive antenna site at Bob Baskin Park. Staff recommended approval.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:11 – 3:12)

1-74

PLANCOM INC

Telecommunications Project Management

FILE

Make folder
+ return

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE
2003 NOV 13 A 6:48

November 11, 2003

Mr. David Roark
City of Las Vegas
Attn: Real Estate
400 Stewart – 4th Floor
Las Vegas, NV 89101

Re: Proposed Cingular Wireless Communication Site – Bob Baskin Park

Dear Mr. Roark:

As we discussed, the purpose of my correspondence is to discuss Cingular's interest in leasing a portion of the city's property at Bob Baskin Park located at 2801 W. Oakey for the installation of a wireless communication facility. I have enclosed a site plan identifying the proposed locations, in addition to photos of (1) the existing AT&T stealth light standard (for a possible Cingular co-location), (2) alternate light standard for a new Cingular stealth installation and (3) possible equipment locations for your review.

As a means of introduction, PlanCom Inc. has been retained by Cingular to assist in the acquisition of appropriate properties to install unmanned Personal Communication Services ("PCS") antennas sites. Cingular is seeking to provide coverage to the residential neighborhoods west of Rancho on Oakey and Bob Baskin Park has been identified as a viable site candidate.

It is my understanding that Cingular and the City of Las Vegas have already entered into a Communication Site Lease Agreement at another city own property, which can be used as a template for this location as well. However, if you have any special considerations that are not addressed in the lease language for this particular location, please feel free to call me to discuss in further detail.

I am awaiting more information from AT&T in order to ascertain if a co-location on their existing site is possible and hope to have this information prior to a site visit with you and park's maintenance.

Thank you, in advance, for your consideration of Cingular's proposed installation at Bob Baskin Park. In the meantime, I shall look forward to hearing from you to schedule an on site visit and can be reached directly at (702) 501-0882.

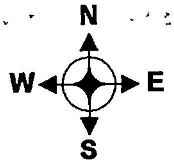
Best Regards,

Debbie Adams

Debbie Adams

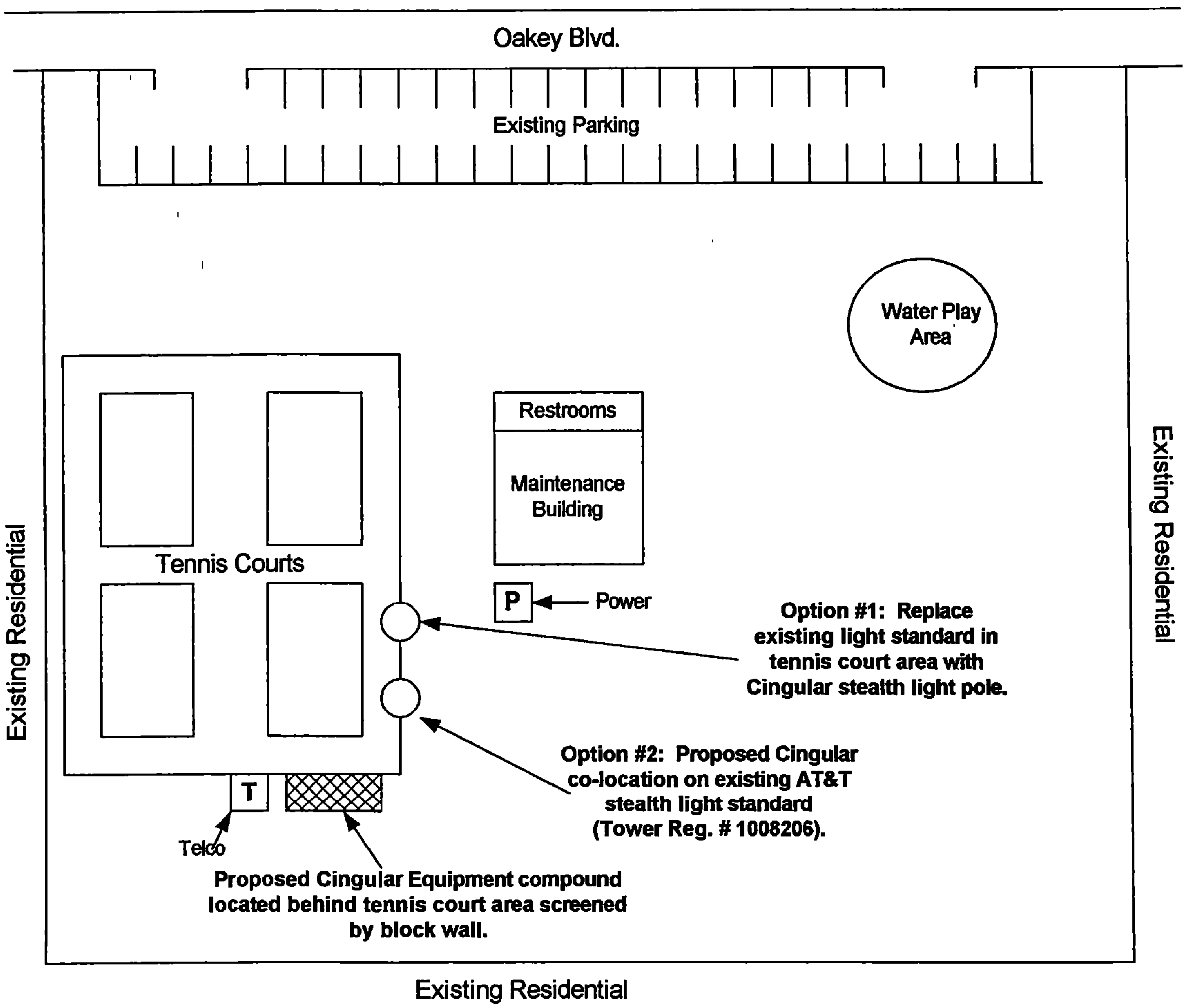
1211 TOWN CENTER DRIVE – SUITE #100 LAS VEGAS, NV 89144
702-501-0882 DIRECT 702-240-4001 FAX

debbieadams01@aol.com



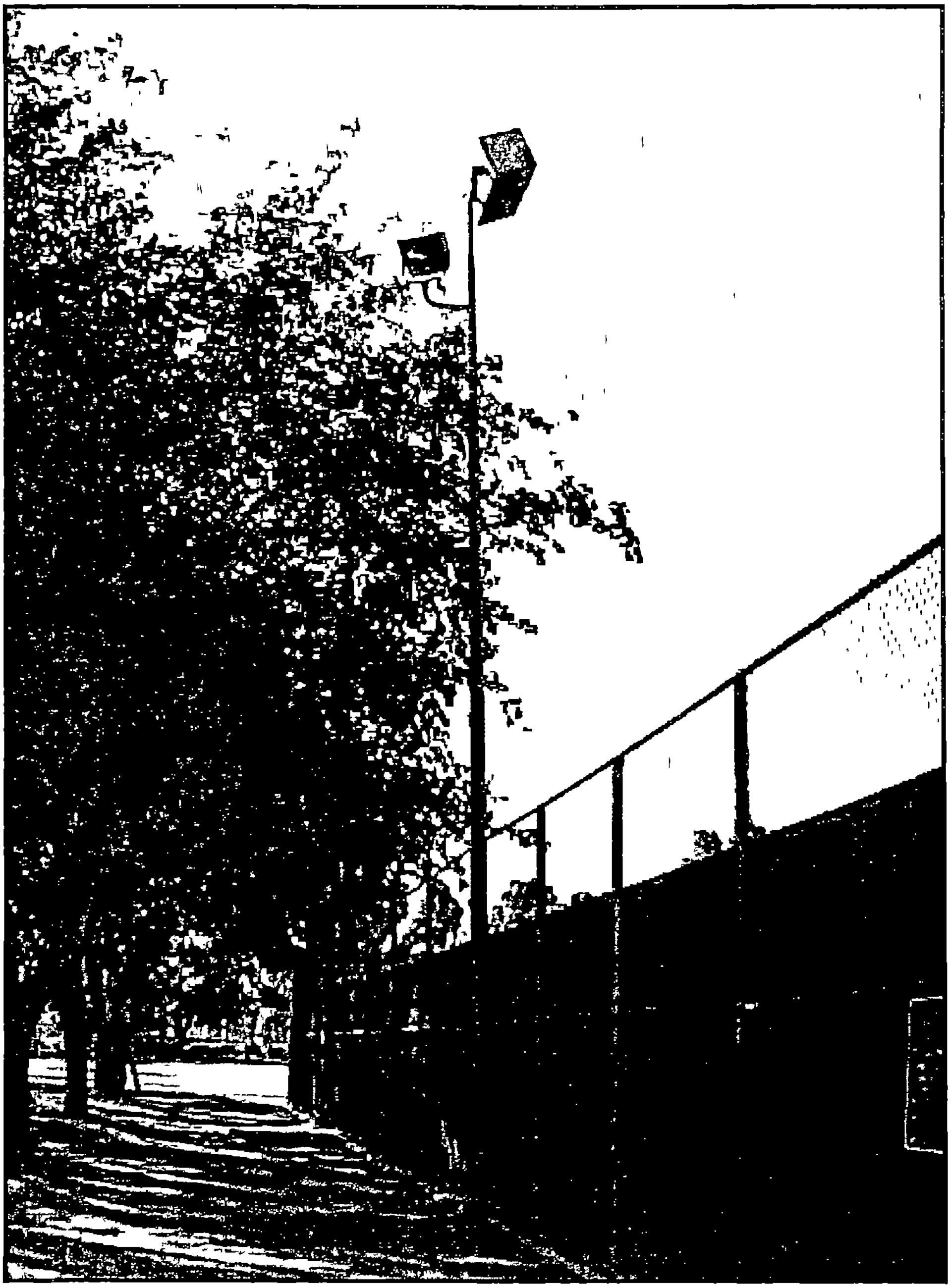
LV-241-01 (Bob Baskin Park)
2801 W. Oakey Blvd.
Las Vegas, NV 89102

Latitude: N 36-09-03.0
Longitude: W 115-10-49.0



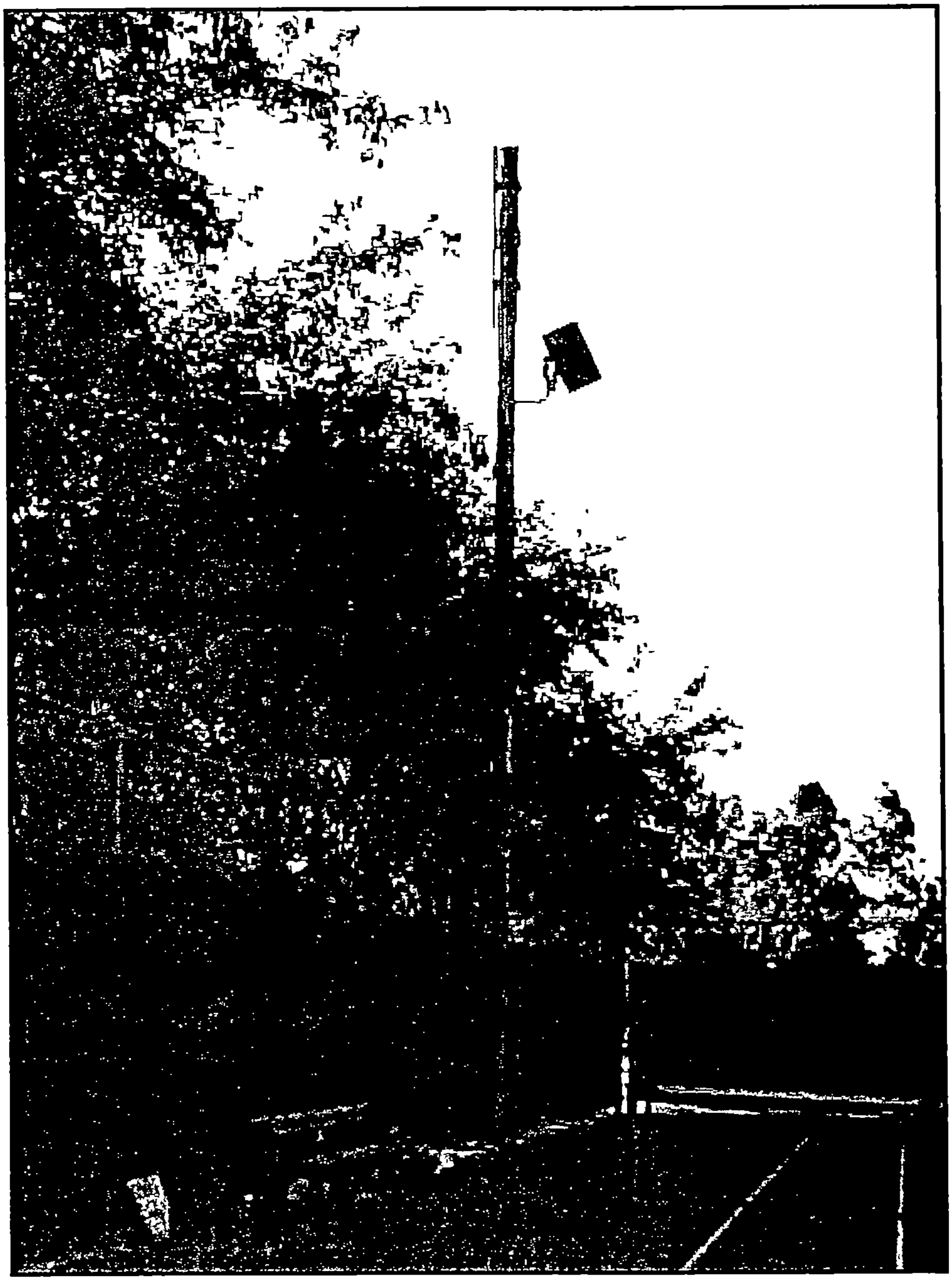
Directions from
Cingulars office:
Take Town Center north to Summerlin Parkway, go east onto Summerlin Parkway, which will merge into I-95 South Exit at Valley View. Take a right onto Valley View. Turn left at Oakey. Site will be on your right in Baskin Park

PLANCOM INC Telecommunications Project Management			
	Site Name: Bob Baskin Park		
	Site Number. LV-241-01		
	Date: 10-23-03	Rev: #	**Drawing Not to Scale**
	By: Debbie Adams		

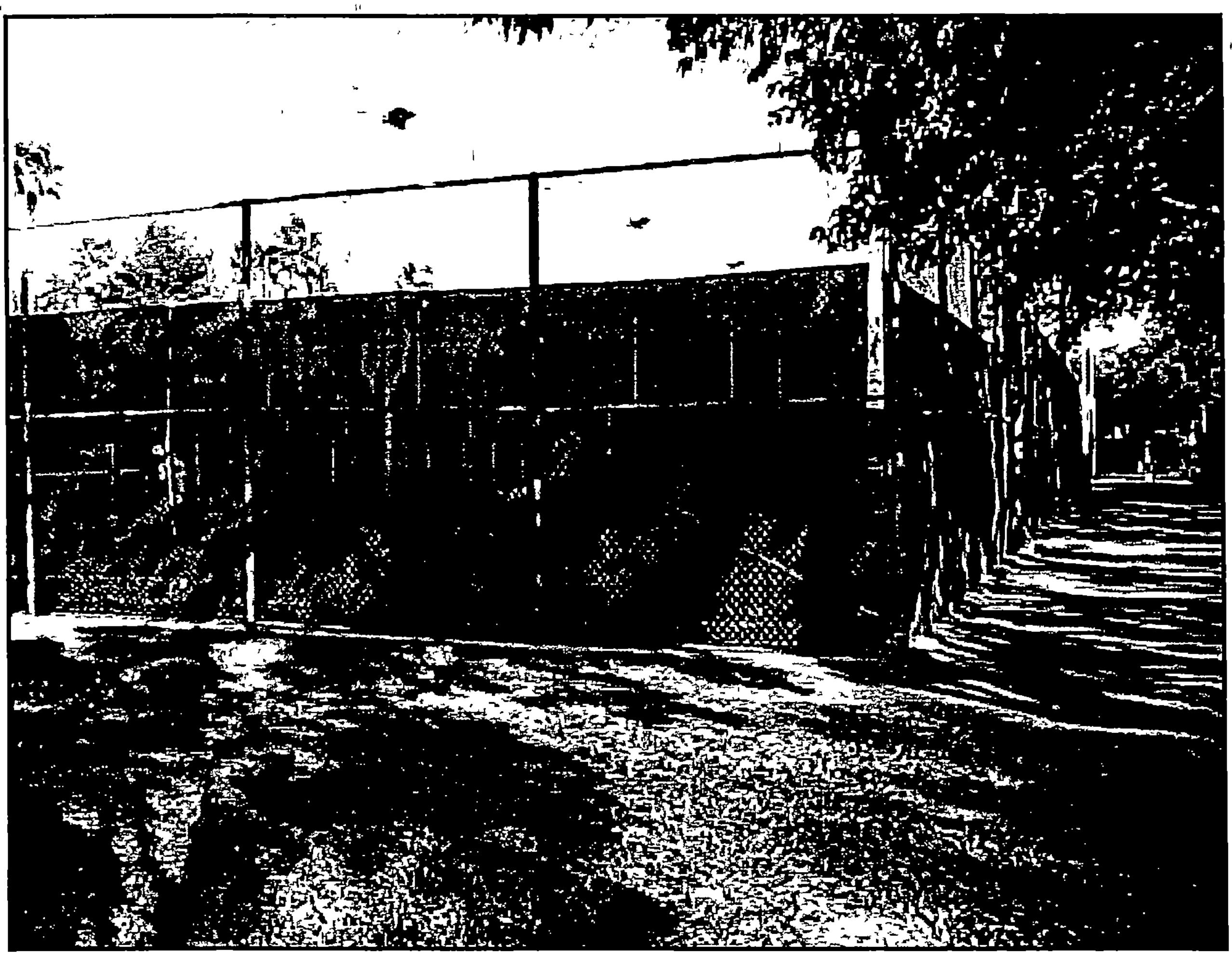


Option1: Proposed Replacement of Existing Light Standard In Tennis Court Area with Cingular Stealth Light Standard.

(Note: Light standard is adjacent to and just north of existing AT&T stealth light pole)



Option 2: Proposed Cingular Co-location on Existing AT&T Stealth Light Standard



Proposed Cingular Equipment Compound to be located behind tennis court area screened by block wall.

City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 15, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[ ] CONSENT [X] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action entering into negotiations for a lease agreement with the International Institute of Modern Letters for office space located at 400 South Las Vegas Boulevard, commonly referred to as the Fifth Street School - Ward 1 (Moncrief)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:** Public Works/Real Estate
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:
The International Institute of Modern Letters contacted the Real Estate & Assets office to enter into a lease agreement for office space. The International Institute of Modern Letter's mission is to identify and support emerging writers in this country and abroad, and to provide assistance in various forms to writers.

RECOMMENDATION:
Staff recommends approval to enter into negotiations

BACKUP DOCUMENTATION:
1. Letter
2. Site Map

COMMITTEE RECOMMENDATION:
COUNCILWOMAN MONCRIEF recommended Item 4 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, stated that UNLV has vacated the Fifth Street School. The International Institute of Modern Letters is associated with

Public Works

Item 4 - Discussion and possible action entering into negotiations for a lease agreement with the International Institute of Modern Letters for office space located at 400 South Las Vegas Boulevard, commonly referred to as the Fifth Street School - Ward 1 (Moncrief)

MINUTES – Continued:

UNLV and petitioned the City via letter to be permitted to move into that same rental space. Staff is seeking authorization to enter into negotiations with them for the office space. Staff recommended approval.

COUNCILMAN WEEKLY confirmed with MR. ROARK that as a non-profit entity, the City would follow the usual $1 per month fee. However, they would also be responsible for their utility bills at the location. The negotiated lease will be presented to the Council.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:12 – 3:13)

1-89

International Institute of Modern Letters
Department of English, UNLV, Las Vegas, NV 89154-5011

12/3/03

To: David Roark
Manager
Real Estate and Asset Management

From: Eric Olsen
Executive Director
IIML

Pages (including cover): 2

Re: Fifth Street School

David,

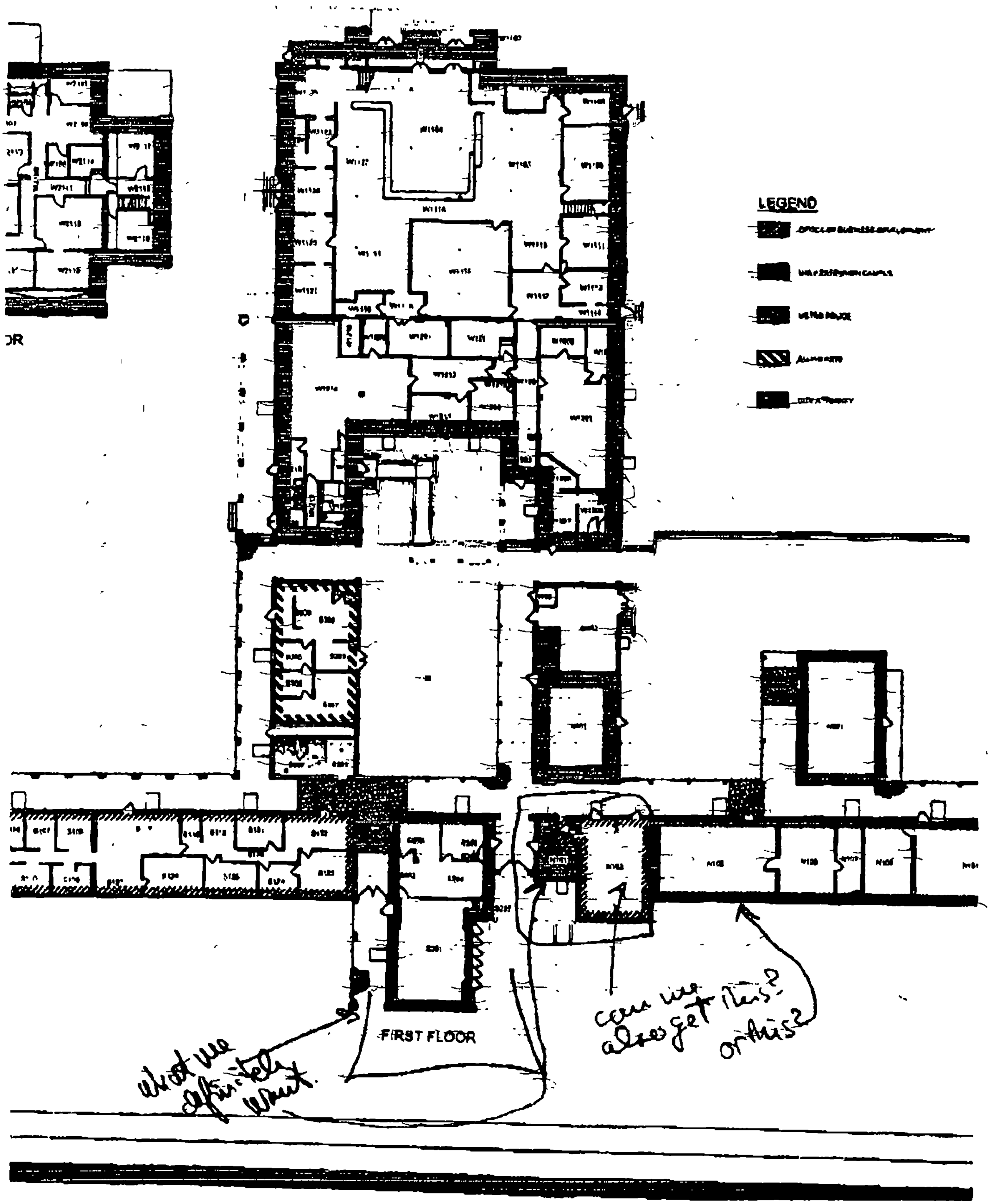
Attached is part of the Fifth St. School site plan, marked with the rooms we'd like, tentatively. We definitely want the group of rooms opposite the courtyard. These are, on the site plan, S201 to S207. We'd also like N101. After reviewing our space needs more thoroughly, we realized we could use one more large room, so we'd like N102 as well. However, I'm not sure about its availability, as on the plan, it's not part of the UNLV block, but rather "allied arts." If it's not available, we could then use N105. Long term, looking ahead to possible growth, I suppose it would be prudent if we asked for that room *and* N102. Would that be possible? N105 may sit empty for some time. Would the city mind?

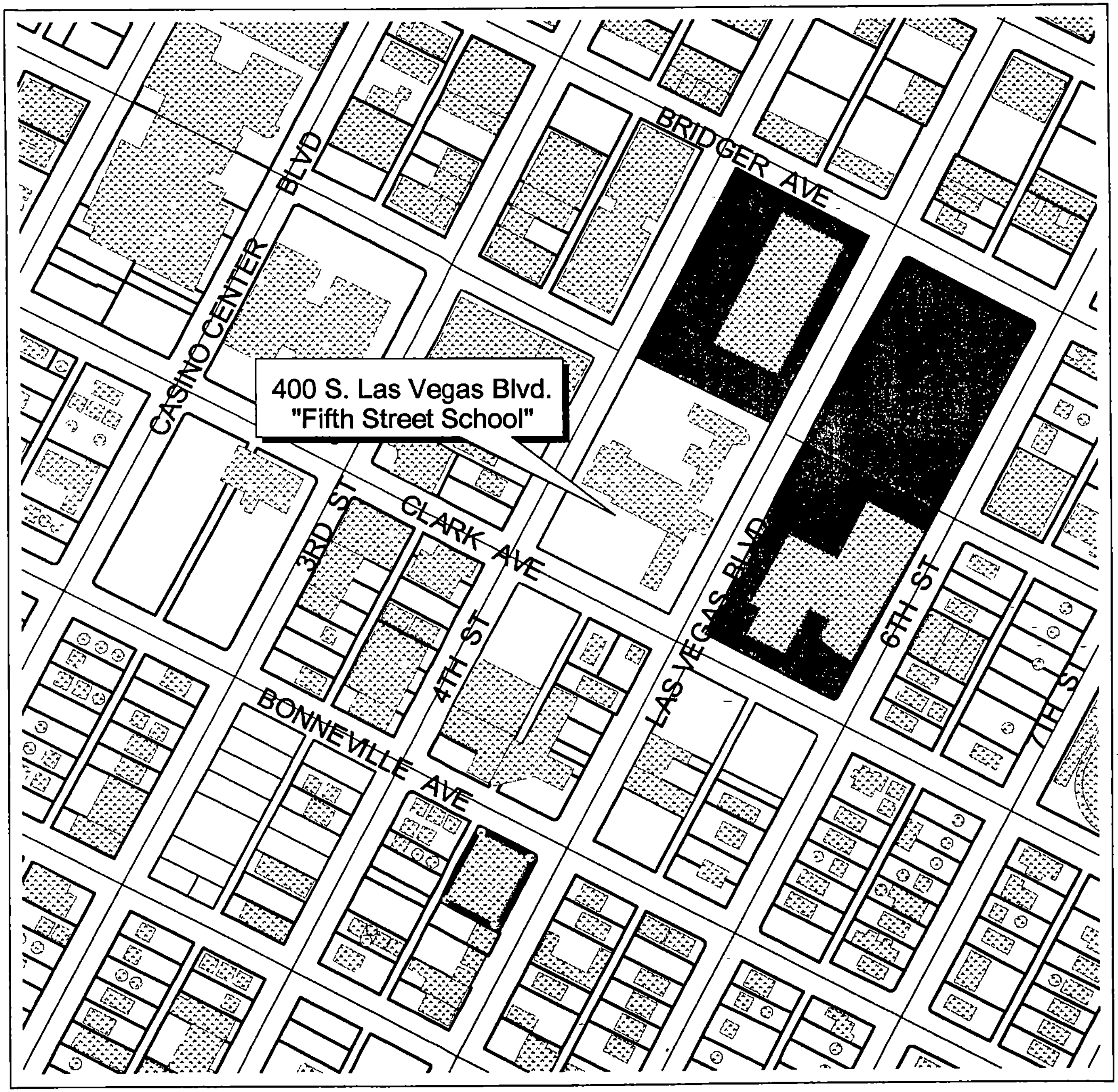
I'm on the road and won't be back in my office until Monday, 12/8. In the meantime, I'll be checking my office e-mail (eric.olsen@ccmail.nevada.edu) and voice mail (702-895-3033), if you have any questions I can also be reached directly on my cell at 702-245-5986, or in California at 510-527-6384. My fax number in California is 510-528-7759.

I'll mail a formal request to you on IIML letterhead on my return, as I seem not to have any letterhead with me.

Best,

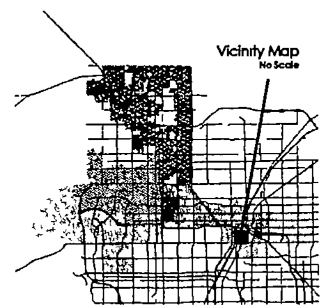
Eric Olsen


LEGEND
FIRST FLOOR
what we definitely want.
can we also get this?
or this?



Site Map

Street Centerline
Building Footprints
City of Las Vegas
USA
Parcels



Real Estate & Asset Management

N

Date of Data: 2002/12/16

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 15, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

[ ] CONSENT [X] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an Agreement for the Purchase and Sale of Real Property and Escrow Instructions between the City and Grand Teton & El Capitan, LLC for real property consisting of approximately 6.23 acres located at Grand Teton Drive and US-95 North, APN 125-08-401-004 ($1,848,097.80 plus closing costs) - Ward 6 (Mack)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $1,848,097.80 + closing costs
[X]	**Budget Funds Available**	**Dept./Division:** Public Works / Real Estate
[ ]	**Augmentation Required**	**Funding Source:** R.T.C.

PURPOSE/BACKGROUND:

The LLC-owned parcel represents approximately 6.23 acres of vacant land. The City desires to purchase this parcel located near US 95 in conjunction with future roadway and rights-of-way for the Grand Teton overpass. Staff was granted approval to negotiate at Council 3/5/2003.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Purchase and Sale of Real Property and Escrow Instructions

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 5 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, commented that some of the property covered by this sale and purchase agreement will be needed for the Grand Teton overpass. The balance of the property will be a remnant parcel. The negotiations have been lengthy because the overpass will block commercial access to the property. The essence of this action is a settlement for the devaluation of the commercial property by way of purchase. The remnant will then be resold for residential development. The Regional Transportation Commission will provide the funds, not the City. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF DECEMBER 15, 2003
Public Works
Item 5 - Discussion and possible action regarding an Agreement for the Purchase and Sale of Real Property and Escrow Instructions between the City and Grand Teton & El Capitan, LLC for real property consisting of approximately 6.23 acres located at Grand Teton Drive and US-95 North, APN 125-08-401-004 ($1,848,097.80 plus closing costs) - Ward 6 (Mack)

MINUTES – Continued:
No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3.13 – 3:15)
1-135

AGREEMENT FOR THE PURCHASE AND SALE
OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS AGREEMENT is made and entered into this _____ day of _____________, 2003, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "Buyer") and Grand Teton & El Capitan, LLC (herein the "Seller"), with reference to the following facts:

A. Seller is the owner of a parcel of vacant land consisting of approximately 6.23 acres located at Grand Teton Drive and US-95 North, Las Vegas, Nevada ("Property"). A Site Plan of the Property depicting the site is attached hereto as Exhibit "A" and further described as Assessor's Parcel Number 125-08-401-004.

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, further described in Exhibit "B".

NOW, THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the parties hereto do hereby agree as follows:

1. **PURCHASE AND SALE.** Buyer shall purchase all of Seller's right, title and interest in and to the Property from Seller.

2. **PURCHASE PRICE.** The purchase price (herein "Purchase Price") to be paid for the Property shall be One Million Eight Hundred Forty-eight Thousand Ninety-seven and 80/100 Dollars ($1,848,097.80), all cash. The Purchase Price should be paid as follows:

(a) Buyer shall deposit Ten Thousand and no/100 Dollars ($10,000.00) into escrow as earnest money (the "Deposit") on or before the opening of escrow. Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.

(b) Upon the expiration of the Contingency Period (as defined below), the Deposit shall become non-refundable. The Deposit shall apply towards the Purchase Price of the Property.

(c) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, One Million Eight Hundred Thirty-eight Thousand Ninety-seven and 80/100 Dollars ($1,838,097.80).

(d) In the event Buyer should terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer shall notify Seller and Escrow Agent in writing. Upon receipt of Buyer's notice to terminate, the Escrow Agent shall release to Buyer the Deposit within two (2) calendar days. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies, and the Deposit shall be deemed non-refundable. The Deposit shall be applied towards the Purchase Price upon the closing of escrow.

3. **TITLE TO THE PROPERTY**. The title to the Property conveyed is to be subject to easements, rights of way, restrictions, conditions and covenants of record as shown on a current Preliminary Title Report ("PTR") with readable copies of all exceptions to title provided through escrow to be furnished at Seller's expense, if any. Buyer shall have fifteen (15) calendar days following receipt of the PTR to approve the condition of title. If written disapproval is not received by Seller and Escrow Agent within said period, Buyer shall be deemed to have accepted the condition of the title. If Buyer submits a written objection ("Buyer's Objection") to the condition of title, Seller agrees immediately to cure Buyer's objection(s) prior to the expiration of the Contingency Period. If Seller elects to disregard or fails to cure Buyer's Objection(s), Buyer may terminate this Agreement as Buyer's sole recourse, and the Deposit shall be returned to the Buyer.

4. **TITLE INSURANCE**. Seller agrees to deliver, at its expense, good and merchantable title as evidenced by a CLTA policy of title insurance which insures that title to the Property is vested in the Buyer in the condition required by Section 5 of this Agreement. Buyer, at its option and as its sole recourse against Seller, may terminate this Agreement to purchase, and the deposit shall be returned if the Seller fails to deliver good and merchantable title as herein provided.

5. **CONDITION OF TITLE**. The Seller shall convey the Property free and clear of all liens, encumbrances, assessments, taxes and other defects except those acceptable to the Buyer. The Property shall be conveyed free of any possession or right of possession by any person except that of the Buyer, and those reflected in recorded easements affecting the Property as approved by the Buyer.

6. **INVESTIGATION OF PROPERTY.** Seller hereby grants Buyer the right to inspect the Property to conduct such tests and investigations, at Buyer's sole expense, as Buyer deems appropriate, during the Contingency Period. Buyer agrees to indemnify and hold Seller harmless from any actual damage as a result of Buyer's tests and investigations on the Property. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal or real property of others, which results from the Buyer's tests and investigations.

7. **ESCROW**. The purchase and sale provided for herein shall be consummated through an escrow to be opened with Jennifer Reinink of United Title of Nevada ("Escrow Agent"), located at 2300 W. Sahara Avenue #140, Las Vegas, NV 89102, within three (3) calendar days after the execution and delivery occurs. The escrow shall be deemed opened when Buyer and Seller have executed and delivered a signed copy of this Purchase and Sale Agreement and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

(a) Close escrow within thirty (30) calendar days from the expiration of the Contingency Period. The Contingency Period commences the date following the opening of escrow and shall expire thirty (30) calendar days from the date of approval of this Agreement by the Las Vegas City Council as set forth in Paragraph 8(d) below. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day. However, the close of escrow shall occur no later than November 30, 2003. In the event the Buyer is unable to close escrow on or before November 30, 2003, the Seller shall have the option of terminating the escrow and retaining the Buyer's earnest money deposit as liquidated damages, or the Buyer may extend the close of escrow for a period equal to 30 calendar days for an additional earnest money deposit into escrow, and if Buyer is unable to close escrow at the end of the 30 calendar day extension period, Seller shall have option to terminate and retain all earnest money as liquidated damages.

(b) Promptly after the opening of escrow, cause to be procured and delivered for Buyer's approval the PTR and copies of related documents referred to in Section 3;

(c) Charge the Seller the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

(d) Disburse the funds and deliver the Grant, Bargain and Sale Deed and other documents entitled thereto when the conditions of this escrow have been fulfilled by the Buyer and Seller;

(e) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Buyer in accordance with the terms of this Agreement; and

(f) In the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

If escrow fails to timely close as the result of Buyer's default, the Deposit in escrow shall be paid by the Escrow Agent to Seller as damages. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to a full refund of its deposit, plus interest. Buyer or Seller shall be in no event subject to any liability for damages. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

8. <u>**CONTINGENCIES**</u>. The purchase of the Property is contingent upon the following:

(a) Buyer's approval of the PTR, and all documents described within the PTR, issued by Escrow Agent concerning the Property within fifteen (15) calendar days after Buyer's receipt of same from Escrow Agent (see Section 3).

(b) The expiration or Buyer's written waiver of the Contingency Period as described herein. Escrow Agent shall notify both Buyer and Seller in writing of the date escrow is opened, the date the Contingency Period expires, and the date escrow is to close.

(c) Buyer has obtained the right to inspect the Property. Seller hereby grants Buyer the right to inspect the Property to conduct such tests and investigations, as Buyer deems appropriate. Buyer agrees to indemnify and hold Seller harmless from any actual damage as a result of Buyer's tests and investigations during the Contingency Period on the Property. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal or real property of others, which results from the Buyer's tests and investigations during the Contingency Period.

(d) This Agreement is contingent upon the approval by the Las Vegas City Council at a duly noticed meeting of the City Council pursuant to Section 9.

9. **TIME OF OFFER/CONDITION PRECEDENT.** Execution of this Agreement by the Seller and delivery thereof to the Buyer shall constitute an offer to sell the Real Property under the terms and conditions set forth herein. This Agreement does not become binding upon the Buyer until approved by the City Council, and signed by the Mayor of the City of Las Vegas within thirty (30) calendar days of this Agreement. If this Agreement is not approved by the City Council within the thirty (30) day period, this Agreement shall be void and the Deposit shall be returned to the Buyer, except to the extent that the Seller shall consent in writing to further extensions of time for the authorizations, execution and delivery of this Agreement. By executing this Agreement and submitting it to the Buyer, the Seller is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time and with contingencies specified above.

10. **CLOSING COSTS AND FEES.**

A) The Seller shall pay for the cost of a CLTA owners coverage of title insurance.

B) Buyer shall pay for the cost of transfer taxes, if any.

C) Buyer shall reimburse Seller for any property taxes paid for fiscal year 2003-2004.

D) All other normal costs and charges associated with the closing of this escrow shall be shared equally.

E) Any unspecified cost shall be the responsibility of the party customarily bearing such costs in Clark County as such custom is declared by the Escrow Agent.

F) All Closing Costs shall be paid at Close of Escrow.

10.1 **DISBURSEMENT OF FUNDS.** Upon Close of Escrow, the Escrow Agent shall disburse the Purchase Price less Seller's share of costs of Escrow.

10.2 **CLOSING STATEMENTS.** Immediately after Close of Escrow, the Escrow Agent shall deliver to the Seller at the address provided in Section 14 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by the Escrow Agent and shall deliver to the Buyer at the address provided in Section 14 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

11. **REPRESENTATIONS AND WARRANTIES BY THE SELLER.** The Seller hereby represents and warrants to the Buyer the following:

A) As far as is known to Seller, the Seller owns the Real Property subject to the easements and exceptions set forth in PTR, and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Seller has taken no action prior to the Execution of this Agreement which would adversely affect title to the Real Property.

B) This Agreement and all documents executed by the Seller which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.

C) The Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Real Property.

D) As far as is known to Seller, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Real Property or Seller, as relating to the Real Property.

E) One of the principals of the Grand Teton & El Capitan, LLC is a Nevada Real Estate Licensee.

11.1 <u>REPRESENTATIONS AND WARRANTIES OF THE BUYER</u>. The Buyer hereby represents and warrants to the Seller that this Agreement and all documents executed by the Buyer which are to be delivered to the Seller at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this Agreement as indicated herein.

11.2 <u>EFFECT OF REPRESENTATIONS AND WARRANTIES</u>. Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Agreement, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

12. <u>NOTICES</u>. Any and all notices, demands, or other communication required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or by facsimile transmission, or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective address shown below, or such other address as either party may specify in writing to the other party in the manner described above:

SELLER:	Grand Teton & El Capitan, LLC 3595 Las Vegas Boulevard South Las Vegas, Nevada 89109
BUYER:	City of Las Vegas Public Works/Real Estate & Asset Management 400 Stewart Avenue, 4th Floor Las Vegas, Nevada 89101
COPY TO:	City of Las Vegas City Attorney's Office 400 East Stewart Avenue, 9th Floor

Las Vegas, Nevada 89101

COPY TO: Rossum Realty Unlimited
Attn: William Lenhart
3875 S. Jones Boulevard, Suite 101
Las Vegas, Nevada 89103

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be provided to the escrow office, in the same manner as to the Parties.

13. **APPLICABLE LAWS AND SEVERABILITY**. This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed within the State of Nevada

14. **ENTIRE AGREEMENT**. The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall file any legal action to enforce this Agreement, each party shall bear its own costs and attorney's fees.

15. **SUCCESSORS AND ASSIGNS**. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

16. **ASSIGNMENT.** Neither party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other party.

17. **MERGER OF PRIOR AGREEMENTS.** This Agreement (including the exhibits hereto) constitutes the final and only agreement between the parties with respect to the purchase and sale of the Real Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

18. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

19. **COUNTERPARTS.** This Agreement may be executed in three counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Buyer, and one original will be delivered to Escrow Agent. This Agreement may not be recorded in the Clark County Recorder's Office unless and until the payment set forth in Section 2 is made to Seller.

20. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

21. **SURVIVAL.** The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

22. **FORCE MAJEURE.** Seller and Buyer shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

23. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

24. **DISCLOSURE OF PRINCIPLES.** Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Seller warrants that it has disclosed on the form attached as Exhibit "C", all principals and partners of Grand Teton & El Capitan, LLC, as well as all persons and entities holding more than a one percent (1%) interest in Grand Teton & El Capitan, LLC, or any principal of Grand Teton & El Capitan, LLC. Throughout the term hereof, Grand Teton & El Capitan, LLC, shall notify Buyer in writing of any material change in the above disclosure within 15 calendar days of any such change.

...

...

25. **MODIFICATIONS OR AMENDMENTS.** This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

Upon approval of this Purchase and Sale Agreement by the City Council and after it has been fully executed by signature of all parties, the Buyer designates the Manager of the Real Estate & Asset Management Division in conjunction with the City Clerk who 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 (except the deed to convey the Property, which shall be executed by the Mayor of the City) such as amendments, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorders 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.

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

ATTEST: "Buyer" CITY OF LAS VEGAS

_______________________________ By_______________________________

BARBARA JO RONEMUS, CITY CLERK OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

J. P. [illegible] 7/22/03

DEPUTY CITY ATTORNEY DATE

"Seller" GRAND TETON & EL CAPITAN, LLC

DAVID ROSS, MANAGER/MEMBER

FRANK TOTI, MANAGER/MEMBER

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 29th day of July, 2003, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, DAVID D. ROSS, Frank Toti, who acknowledged that he/she executed the above instrument.

S. Ramkalan
NOTARY PUBLIC, in and for said County and State

S. RAMKALAWAN
Notary Public State of Nevada
No. 02-74927-1
My appt. exp. Mar. 26, 2006

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of ___________, 2003, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he/she executed the above instrument.

____
NOTARY PUBLIC, in and for said County and State

THE UNDERSIGNED Escrow Agent acknowledges receipt of this Agreement and agrees to act in accordance therewith.

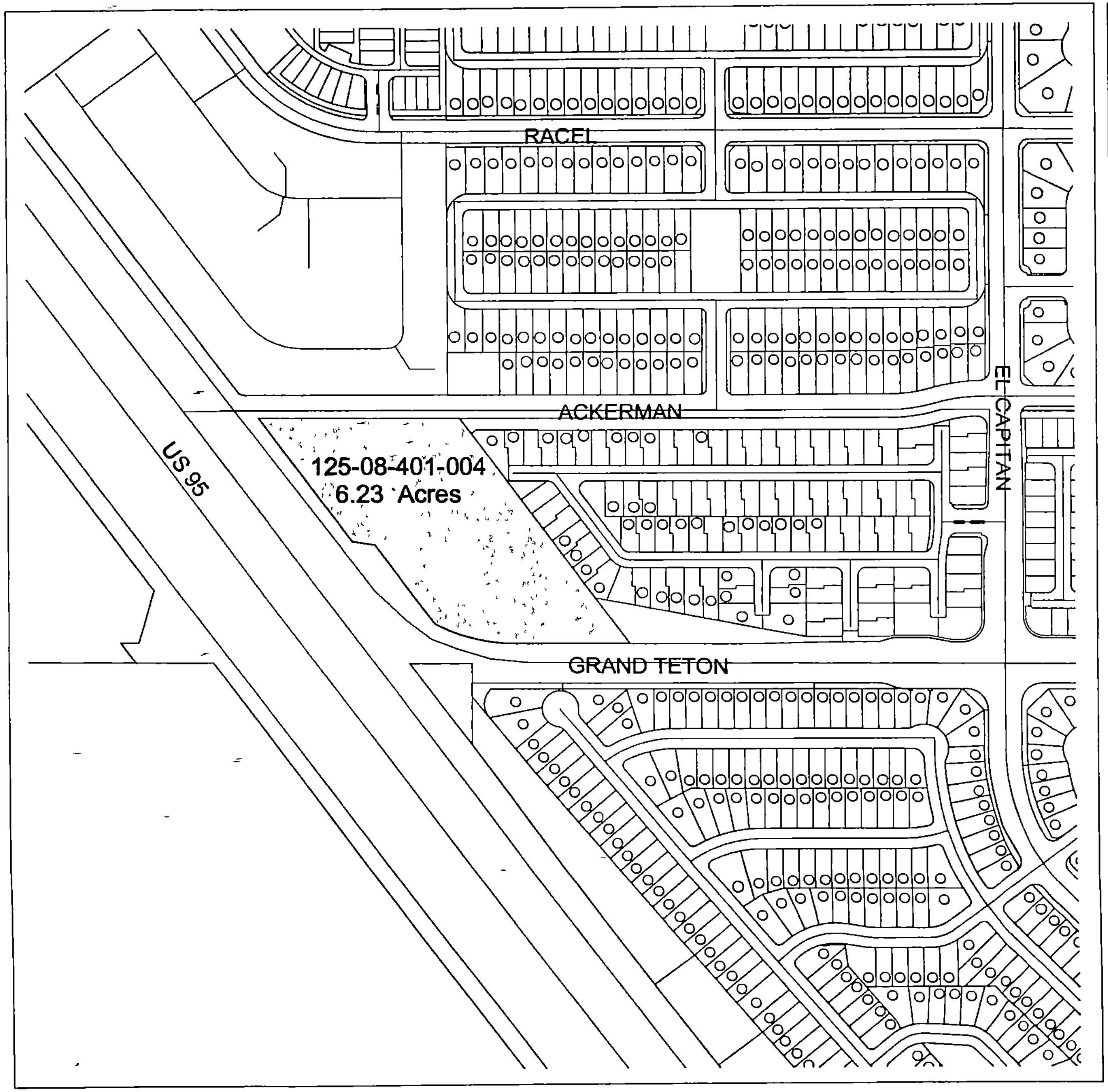
DATED THIS _____ DAY OF _______________, 2003.

UNITED TITLE OF NEVADA

By:_________________________________

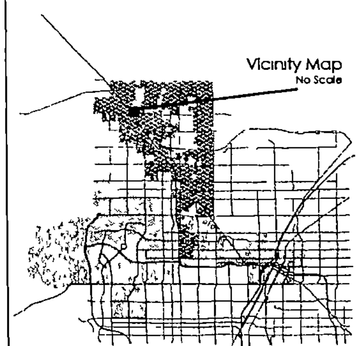
Title:_______________________________

EXHIBIT "A"



Site Map

125-08-401-004
Street Centerline
Building Footprints
Parcels



Real Estate & Asset Management

N

Date of Data 2003/07/18

EXHIBIT "B"

LEGAL DESCRIPTION

The subject property is legally described as follows:

Being a portion of the South Half (S ½) of the Southwest Quarter (SW ¼) of Section 8, Township 19 South, Range 60 East, M.D.B. & M., Clark County, Nevada.

Also known as Lot 1 in Parcel Map File 101, Page 15 of the Clark County Assessor's records.

EXHIBIT "C"

Block 1	Contracting Entity (Name)
	GRAND TETON & ELCAPITAN LLC
Name	9090 ALTA DRIVE
Address	LAS VEGAS, NV 89145
TAX ID # (EIN) #	

Block 2	Description
Subject Matter of Contract/Agreement:	SALE OF PROPERTY TO THE CITY OF LAS VEGAS

Block 3 Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE		BUSINESS ADDRESS	BUSINESS PHONE
1.	David D. Ross Managing Member	12.5%	9090 Alta Drive Las Vegas, NV 89145	702-636-7111
2	Frank Toti Managing Member	12.5%	4500 West Tropicana Avenue Las Vegas, NV 89103	702-365-7111
3.	Michael Gaughan	12.5%	4500 West Tropicana Avenue Las Vegas, NV 89103	702-365-7111
4.	Steve Delmont	12.5%	4500 West Tropicana Avenue Las Vegas, NV 89103	702-365-7111
5.	John Thompson	12.5%		
6.	John Gaughan Michael Gaughan Jr.	6.25% 6.25%	3555 W. Reno #C LV,NV 89118 3595 LV Blvd LV, NV 89109	702-739-8781 702-737-7111
7.	Michelle Su	6.25%	4500 West Tropicana Avenue Las Vegas, NV 89103	702-365-7111
8.	Marcus Suan	6.25%	4500 West Tropicana Avenue Las Vegas, NV 89103	702-365-7111
9.	Ron Frye	6.25%	4500 West Tropicana Avenue Las Vegas, NV 89103	702-365-7111
10	Clegg Roberts	6.25%	3595 Las Vegas Blvd. So. Las Vegas, NV 89109	702-737-7111

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

Block 5 | **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: ______________________

Date of Attached Document: ______________ Number of Pages: ______

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

David D. Ross
Name

2/27/03
Date

Subscribed and sworn to before me this 27th day of

February, 2003.

S. Ramkalawan
Notary Public

S. RAMKALAWAN
Notary Public State of Nevada
No 02-74927-1
My appt. exp. Mar. 26, 2006

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: DECEMBER 15, 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.

(3:15)
1-193

THE MEETING ADJOURNED AT 3:15 P.M.

Respectfully submitted: Gabriela S. Portillo-Brenner

GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK
December 31, 2003