

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: April 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-57-2004 - Approval of a Resolution concerning the City of Las Vegas, Nevada, Special Improvement District No. 607 (Cliff's Edge) and the District Financing Agreement with Cliffs Edge, LLC and similar agreements with other property owners - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This resolution authorizes the District Financing Agreement with Cliffs Edge, LLC and similar agreements with other property owners concerning Special Improvement District No. 607 (Cliff's Edge). The resolution directs the City to take any action necessary for the acquisition of the improvements and for the completion of the district. The district is being created and financed pursuant to NRS 271, as well as the City of Las Vegas Developer Special Improvement District Guidelines.

RECOMMENDATION:

It is recommended that the City Council adopt this resolution.

BACKUP DOCUMENTATION:

1. Resolution No. R-57-2004
2. District Financing Agreement
3. Agreements related to City of Las Vegas Nevada Special Improvement District # 607

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – **UNANIMOUS** with **L.B. McDONALD** excused

Items 20, 36, 57 & 58

APPROVED under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

Summary – a resolution accepting a petition for the formation of Special Improvement District No. 607 (Cliff's Edge) and approving the forms of District Financing Agreements.

RESOLUTION NO. R-57-2004
(of the City of Las Vegas, Nevada)

**A RESOLUTION CONCERNING THE CITY OF LAS VEGAS, NEVADA,
SPECIAL IMPROVEMENT DISTRICT NO. 607 (CLIFF'S EDGE),
ACCEPTING A PETITION FOR THE FORMATION OF THE DISTRICT
AND APPROVING THE FORMS OF DISTRICT FINANCING
AGREEMENTS.**

WHEREAS, the City Council (the "Council") of the City of Las Vegas, Nevada (the "City"), in the State of Nevada, has received a petition (the "Petition") for, and the City Director of Finance and Business Services (the "Director of Finance") and the Director of Public Works have received an application for, the formation of a special improvement district; and

WHEREAS, the owners (the "Owners") of a majority of the property to be assessed have executed the Petition, which requests that a special improvement district (the "District") be created in the City for the purpose of financing certain improvements described in the Petition; and

WHEREAS, there are on file with the City Clerk the proposed forms of (1) the District Financing Agreement between the City and Cliffs Edge, LLC ("Developer") and (2) similar agreements between the City and all other owners of assessable property in the District containing the provisions required by NRS 271.710 (collectively, the "Agreements"); and

WHEREAS, Developer has made a security deposit with the City in the form acceptable to the Director of Finance or his designee and in an amount determined by the Director of Finance to be used to pay the costs associated with the formation of the District;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA:

Section 1. The Council hereby accepts the Petition. The District shall be known as City of Las Vegas Special Improvement District No. 607 (Cliff's Edge).

Section 2. The forms, terms and provisions of the Agreements are approved, and the City shall enter into and perform its obligations under the Agreements in substantially the forms of such documents on file with the City Clerk, with only such changes therein as are

required by the circumstances and are not inconsistent herewith; and the officers of the City are hereby authorized and directed to execute and deliver such documents as required hereby.

Section 3. All actions, proceedings, matters and things previously taken, had and done by the City, and the officers thereof (not inconsistent with the provisions of this resolution), concerning the District are ratified, approved and confirmed.

Section 4. The officers of the City hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution, including, without limiting the generality of the foregoing, the preparation of all further necessary contract documents, legal proceedings, and other items necessary or desirable for the acquisition of the improvements and for the completion of the District.

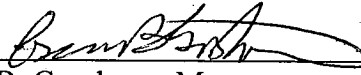
Section 5. Passage of this resolution does not obligate the City to create the District, issue bonds therefor, or to give any land use or other approvals to any projects in the District or elsewhere.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, previously repealed.

...
...
...

Section 7. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

PASSED AND APPROVED April 7, 2004.



Oscar B. Goodman, Mayor

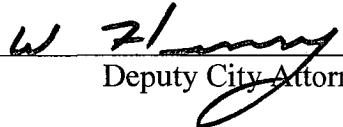
(SEAL)

Attest:



Barbara Jo Ronemus, City Clerk

REVIEWED BY DEPUTY CITY ATTORNEY:



Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a regular meeting of the Council held on April 7, 2004. A quorum of the Council was in attendance at the meeting.

2. The adoption of the Resolution was duly moved and seconded and the Resolution was adopted by an affirmative vote of a majority of the members of the Council as follows:

Those Voting Aye:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

Those Voting Nay: NONE

Those Absent: Lynette Boggs McDonald

Those Abstaining: NONE

3. The members of the Council were present at such meeting and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature, of the Mayor, sealed with the City seal, attested by myself as the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Public notice of the meeting was given and the meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of the meeting was posted not later than 9:00 a.m. at least 3 working days in advance of the meeting at:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (iii) Las Vegas-Clark County Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

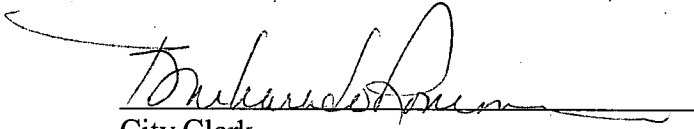
6. A copy of the notice was mailed to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice, if mailed, was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

7. A copy of the notice was posted on the City's website no later than 9:00 a.m. on the third working day prior to the meeting.

8. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

9. A copy of the notice so given of the meeting of the Council held on April 7, 2004, is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City
this April 7, 2004.


City Clerk

(SEAL)

EXHIBIT A

(Attach copy of posted Agenda)

CITY COUNCIL AGENDA

APRIL 7, 2004

TABLE OF CONTENTS

Ceremonial Matters	Pg 1
Business Items	Pg 2

CONSENT		DISCUSSION	
Administrative Services	Pg 2	Administrative	Pg 7
Finance & Business Services	Pg 2 – 4	City Attorney	Pg 7
Fire and Rescue Department	Pg 4	Finance & Business Services	Pg 7
Human Resources Department	Pg 4	Neighborhood Services Department	Pg 7
Planning & Development Department	Pg 4	Planning & Development Department	Pg 7
Public Works Department	Pg 4 – 6	Resolutions	Pg 8
Resolutions	Pg 6	Boards & Commissions	Pg 8
Real Estate Committee	Pg 6	Real Estate Committee	Pg 8
		Recommending Committee Reports <i>(Bills eligible for adoption at a later meeting)</i>	Pg 8
		New Bills	Pg 9

AFTERNOON

Afternoon Session	Pg 9
Hearings	Pg 9
Planning & Development	Pg 10 – 20
Addendum <i>(Item heard by Department)</i>	Pg 20
Citizens Participation	Pg 20

City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>

OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)

COUNCILMEMBERS: LARRY BROWN (Ward 4), LYNETTE BOGGS McDONALD (Ward 2),

LAWRENCE WEEKLY (Ward 5), MICHAEL MACK (Ward 6), JANET MONCRIEF (Ward 1)

Facilities are provided throughout City Hall for the convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. 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. The City's TDD number is 386-9108.

APRIL 7, 2004

Morning Session begins at 9:00 a.m.

Afternoon Session begins at 1:00 p.m.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO TAPES MAY BE AVAILABLE AT A COST OF \$3.00 PER TAPE AND DUPLICATE VIDEO TAPES MAY BE AVAILABLE AT A COST OF \$5.00 PER TAPE THROUGH THE CITY CLERK'S OFFICE.

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

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - MAJOR WILLIAM RAIHL, CLARK COUNTY COORDINATOR FOR SALVATION ARMY
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE CITIZEN OF THE MONTH
- RECOGNITION OF FAIR HOUSING MONTH
- RECOGNITION OF THE CITY CENTRE DEVELOPMENT CORPORATION
- RECOGNITION OF THE WORLD CUP FLAG FOOTBALL CHAMPIONS
- RECOGNITION OF ENVIRONMENTAL AWARENESS MONTH

BUSINESS ITEMS

1. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
2. Approval of the Final Minutes by reference of the Regular City Council Meetings of February 18, 2004 and March 3, 2004 and the Recessed City Council Meeting of March 5, 2004

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

3. Approval of an amendment to the Interlocal Agreement with Clark County, Henderson, North Las Vegas, Boulder City and the City of Las Vegas to provide funds for the Community Triage Center (\$216,947 - General Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wires Transfers/Other Checks and Investments
5. Approval of the Fiscal Year 2004 budget for the City Parkway IV A, Inc. (\$26,000 - Industrial Development Special Revenue Fund) - Ward 5 (Weekly)
6. Approval of the Fiscal Year 2004 operating budget for the City Parkway IV, Inc. and City Parkway V, Inc., combined (\$71,269 - Industrial Development Special Revenue Fund) - Ward 5 (Weekly)
7. Approval of the Fiscal Year 2004 operating budget for the Office District Parking I, Inc. (\$3,000 - Industrial Development Special Revenue Fund) - Ward 5 (Weekly)
8. Approval of a Special Event License for Whole Foods Market, Inc., Location: Whole Foods Market, 8855 West Charleston Boulevard, Date: April 15, 25, May 1, 8, 31, Type: Special Event Beer/Wine, Event: Wine Tastings, Responsible Person in Charge: Sandra Benton - Ward 2 (L.B. McDonald)
9. Approval of a Special Event License for St. Anne Parish Community, Location: St. Ann Catholic School, 1813 South Maryland Parkway, Dates: April 17-18, 2004, Type: Special Event General, Event: St. Anne Parish Community Fun Fair 2004 Fundraiser, Responsible Person in Charge: Carol Rose - Ward 3 (Reese)
10. Approval of a Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Chicago America Holding, LLC, dba BJ's Restaurant & Brewhouse, 10840 West Charleston Boulevard, Paul A. Motenko, Mgr, Chicago Pizza & Brewery, Inc., a publicly traded company, Mmbr, 100%, Paul A. Motenko, COB, Co-CEO, VP, Secy - Ward 2 (L.B. McDonald)
11. Approval of a new Restricted Gaming License for 5 slots, HWEH, Inc., dba Arco AM/PM Store #5313, 1550 North Rancho Drive, Heung S. Kim, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)
12. Approval of a new Restricted Gaming License for 4 slots, Aloha Laundry and Cleaners, Ltd., dba Aloha Laundry, 1404 South 3rd Street, Mary-Kay Pa, Mmbr, 100%, Gregory H. K. Pa, Mgr - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of a new Restricted Gaming License for 7 slots, Spickler-Olenak, LLC, dba Munchies, 6390 West Lake Mead Boulevard, Jason W. Olenak, Mmbr, 50%, Kimberly A. Olenak, Mmbr, 50% - Ward 6 (Mack)
14. Approval of a new Burglar Alarm Service License, Angela M. Gullotta, dba Alarm Specialists, 4202 Carrie Hills Avenue, Angela M. Gullotta, 100% - North Las Vegas
15. Approval of Change of Location for a Burglar Alarm Service License, All Protection Security, Inc., dba All Protection Security, Inc., From: 42217 Rio Nedo, Suite A-204, Temecula, California, To: 2000 South Jones Boulevard, Suite 230, John P. Haecker, Pres, 52.5%, David M. Ray, VP, 47.5% - Ward 1 (Moncrief)
16. Approval of Change of Business Name for a Massage Establishment License, Richard William Harris, dba From: Fitness Massage Therapy, To: The Massage Group, 7980 West Sahara Avenue, Richard W. Harris, 100% - Ward 1 (Moncrief)
17. Approval of award of contract for Request for Proposal No. 040072-CW, Oracle 11i Software Migration Implementation Service - Department of Information Technologies - Award recommended to: SOLBOURNE COMPUTER, INC. (\$2,187,172 - Computer Services Internal Service Fund)
18. Approval of award of Bid Number 03.1730.12-LED, Downtown Street Rehabilitation, Phase 3 and Street Rehabilitation - Mayfair Neighborhood, Phase 2 and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$1,487,451 - Public Works Capital Projects Fund) - Ward 5 (Weekly)
19. Approval of award of Contracts 040275 and 040278, SPESCOM Software and Support and Maintenance - Department of Information Technologies - Award recommended to: SPESCOM SOFTWARE, INC. (\$944,162 - Computer Services Internal Service Fund)
20. Approval of award of Contract 040120, professional services contract for the Northwest Regional Open Space Plan - Department of Planning and Development - Award recommended to: GREENWAYS, INC. (\$235,780 - Parks and Leisure Activities Capital Projects Fund) - Wards 4 and 6 (Brown and Mack)
21. Approval of award of Contract 040269, annual audit services of the City of Las Vegas and the Redevelopment Agency for Fiscal Years 2004, 2005, and 2006 - Department of Finance and Business Services - Award recommended to: KPMG LLC (\$156,000 - General Fund)
22. Approval of Contract 030366-LW, Psychological Assessment Services for Fire and Rescue and Detention - Department of Human Resources - Award recommended to: HARRISON C. STANTON AND ASSOCIATES, LLC (\$100,000 - General Fund)
23. Approval of award of Bid Number 040193-KF, Annual Requirements Contract for Fire Hydrant Parts - Department of Fire and Rescue - Award recommended to: STANDARD WHOLESALE SUPPLY for Lots II & IV, NATIONAL WATERWORKS for Lot I, FERGUSON ENTERPRISES, INC. for Lots III and VII and UNITED STATES PIPE & FOUNDRY CO. for Lot VI (Estimated annual aggregate amount of \$82,000 - General Fund)
24. Approval of issuance of a purchase order for an annual requirements contract for Freightliner, Sterling Western Star and Ford L & C Series truck OEM parts and service - Department of Fire and Rescue - Award recommended to: LAS VEGAS FREIGHTLINER (Estimated annual amount of \$65,000 - General Fund)
25. Approval of award of Bid Number 040230-KF, Class 6 Truck - Department of Fire and Rescue - Award recommended to: LAS VEGAS FREIGHTLINER (\$54,092 - Fire Equipment Internal Service Fund)
26. Approval of issuance of a purchase order for four (4) auto-pulse resuscitation systems - Department of Fire and Rescue - Award recommended to: REVIVANT CORPORATION (\$49,745.84 - Public Education Special Revenue Fund)
27. Approval of award of Bid Number 03.19402.05-CW, Install Exterior Insulation Foam System at City Hall, 400 Stewart Avenue, and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Field Operations - Award recommended to: M&H BUILDING SPECIALTIES, INC. (\$51,314 - City Facilities Capital Projects Fund) - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

28. Approval of issuance of a purchase order for firefighters test preparation manuals and test booklets - Department of Human Resources - Award recommended to: FIREFIGHTER SELECTION, INC. (\$30,569.34 - General Fund)

FIRE AND RESCUE DEPARTMENT - CONSENT

29. Approval authorizing Las Vegas Fire & Rescue to execute a Secondary User's Agreement with American Medical Response - Las Vegas for the transfer of interoperable radio equipment for public safety communications - All Wards
30. Approval of Temporary Access and Indemnification Agreement between the City of Las Vegas and the Vestin Group for conducting technical rescue training exercises at the Castaways Hotel Casino and Bowling Center between April and October 2004 - Ward 3 (Reese)
31. Approval of an Interlocal Agreement between the City of Las Vegas and the Las Vegas Paiute Tribal Police Department for the transfer of interoperable radio equipment for public safety communications - All Wards
32. Approval of an Interlocal Agreement between the City of Las Vegas and the Clark County School District for the transfer of interoperable radio equipment for public safety communications - All Wards
33. Approval authorizing Las Vegas Fire & Rescue to execute a Secondary User's Agreement with Southwest Ambulance for the transfer of interoperable radio equipment for public safety communications - All Wards
34. Approval of a contract renewal between the City of Las Vegas and Trauma Intervention Programs, Inc. (\$46,884 - General Fund) - All Wards

HUMAN RESOURCES DEPARTMENT - CONSENT

35. Approval of the revised City Health Insurance Employee Benefit Plan Document

PLANNING & DEVELOPMENT DEPARTMENT - CONSENT

36. Approval of recommendation of lands to be disposed of by the Bureau of Land Management (BLM) in the Spring 2005 Public Sale - Ward 6 (Mack).

PUBLIC WORKS DEPARTMENT - CONSENT

37. Approval of Second Supplemental Interlocal Contract 389b Jones Boulevard/Las Vegas Beltway to Elkhorn Road between the City of Las Vegas and the Southern Nevada Regional Transportation Commission to increase the amount of the Interlocal Contract (\$60,000 - Southern Nevada Regional Transportation Commission) - Ward 6 (Mack)
38. Approval of Interlocal Contract 388b Alexander Road/Hualapai Way - Cheyenne Avenue to Cimarron Road between the City of Las Vegas and the Southern Nevada Regional Transportation Commission for Engineering, Right-of-Way Other and Construction (\$6,341,047 - Southern Nevada Regional Transportation Commission) - Ward 6 (Mack)
39. Approval of Fourth Supplemental Interlocal Contract LAS.19.B.01 Owens Avenue System Rancho Drive to I-15 between the City of Las Vegas and the Clark County Regional Flood Control District to increase funding for Construction Management (\$96,000 - Clark County Regional Flood Control District) - Ward 5 (Weekly)
40. Approval of Interlocal Contract #461 - ITS Communication Infrastructure Project between the City of Las Vegas and the Southern Nevada Regional Transportation Commission for engineering design, contract administration, surveying, inspection, testing, utility relocation and construction (\$6,500,000 - Southern Nevada Regional Transportation Commission) - All Wards

PUBLIC WORKS DEPARTMENT - CONSENT

41. Approval of a Seventh Supplemental Cooperative Agreement - Traffic Capacity and Safety Improvements - Second Program Year between the City of Las Vegas, Clark County and the Southern Nevada Regional Transportation Commission to reduce funding and close the project (\$-23,458.96 reduction - Clark County) - All Wards
42. Approval of Third Supplemental Interlocal Contract #321c Vegas Drive/Rancho Drive to I-15 between the City of Las Vegas and the Southern Nevada Regional Transportation Commission to purchase right-of-way, perform construction inspection and construct roadway improvements (\$104,000 - Southern Nevada Regional Transportation Commission) - Ward 5 (Weekly)
43. Approval to file an amendment to Right-of-Way Grant Number N-75757 with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes for portions of land lying within the Northeast Quarter of Section 7, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the southwesterly side of U.S. 95, approximately 1,320 feet west of the Fort Apache Road alignment, APN 125-07-601-003 - Ward 6 (Mack)
44. Approval of Contract Modification #1 with Frehner Construction for additional work necessary to complete the Vegas Drive/Owens Avenue - Rancho Road to I-15 project (\$287,560 - Regional Transportation Commission - \$265,440 - Clark County Regional Flood Control District) - Ward 5 (Weekly)
45. Approval of a Third Amendment to Professional Services Agreement with Kimley-Horn Associates, Inc. for additional engineering services for the Vegas Drive/Owens Avenue - Rancho Drive to Interstate 15 Project (\$19,200 - Clark County Regional Flood Control District - \$20,800 - Regional Transportation Commission) - Ward 5 (Weekly)
46. Approval of a Second Amendment to Professional Services Agreement with Ninyo and Moore for the continuation of the operation and maintenance of the Gateway Remediation System (\$71,978 - Sanitation Funds, 95% of which is to be reimbursed by the Nevada Division of Environmental Protection) - Ward 3 (Reese)
47. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - White 1998 Trust, Timothy L. and Susan A. White, Trustees, owners (southwest corner of Regena Avenue and Conquistador Street, APN 125-30-101-038) - County (near Ward 6 - Mack)
48. Approval of an Encroachment Request from Anthony Bock on behalf of Congregation Sharrei Tefilla, owner (area bound by Charleston Boulevard, 17th Street, Sahara Avenue, Santa Rosa Drive, Rexford Place, Oakley Boulevard, and Sixth Street) - Ward 3 (Reese)
49. Approval of an Encroachment Request from Tetra Tech, Incorporated, on behalf of Spinnaker Homes V, LLC, owner (northeast corner of Fort Apache Road and Deer Springs Way) - Ward 6 (Mack)
50. Approval of an Encroachment Request from Integrity Engineering on behalf of Desert Lincoln-Mercury, Incorporated, owner (Duneville Street and Westwind Road) - Ward 1 (Moncrief)
51. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Wright Engineers on behalf of Carina Corporation, owners (southwest corner of Washburn Road and Buffalo Drive, APNs 125-33-704-001, 125-33-704-002, 125-33-704-003, and 125-33-704-004) - County (near Ward 6 - Mack)
52. Approval of an Encroachment Request from G. C. Wallace, Incorporated, on behalf of Sunrise Mountainview Hospital, owner (southeast corner of Cheyenne Avenue and Tenaya Way) - Ward 4 (Brown)
53. Approval of an Encroachment Request from Wright Engineers on behalf of Kimball Hill Homes Nevada, Incorporated, owner (southeast corner of Racel Street and Cimarron Road) - Ward 6 (Mack)
54. Approval of Contract Modification #1 with Harris & Associates, Inc. for construction management services for the Vegas Drive/Owens Avenue - Rancho Drive to I-15 project (\$104,000 - Regional Transportation Commission - \$96,000 - Clark County Regional Flood Control District) - Ward 5 (Weekly)
55. Approval of City of Las Vegas' portion of the Clean Water Coalition (CWC) FY 2004-2005 Tentative Annual Operating Budget - Annual Capital budget for the Systems Conveyance and Operations Program (SCOP) - (\$3,814,600 - Sanitation Fund) - Clark County

PUBLIC WORKS DEPARTMENT - CONSENT

- 56. Approval of an Interlocal Agreement between the Clean Water Coalition, the City of Las Vegas, the City of Henderson and the Clark County Water Reclamation District allowing these member agencies to provide different types of support services such as financial, legal, and human resources to the Clean Water Coalition - All Wards
- 57. Approval of a Second Amendment to a Professional Services Agreement with The WLB Group, Inc. for additional design services of a lighted tennis court and park signage for Parson Park (Patriot Community Park) located at 4050 Thom Boulevard (\$21,760 - Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Mack)

RESOLUTIONS - CONSENT

- 58. R-50-2004 - Approval of a Resolution supporting the Lincoln County Lands Act
- 59. R-51-2004 - Approval of a Resolution directing the City Treasurer to prepare the Fifty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
- 60. R-52-2004 - Approval of a Resolution approving the Fifty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
- 61. R-53-2004 - Approval of a Resolution directing the City Treasurer to prepare the Ninth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
- 62. R-54-2004 - Approval of a Resolution approving the Ninth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
- 63. R-55-2004 - Approval of a Resolution directing the City Engineer to prepare preliminary plans for Special Improvement District No. 1490 - Tenaya Way (Northern Beltway To Elkhorn Road) (Capital Projects Fund - Special Assessments) - Ward 6 (Mack)
- 64. R-56-2004 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1501 - Downtown Street Rehabilitation Phase III (\$51,232.50 - Capital Projects Fund - Special Assessments) - Ward 5 (Weekly)
- 65. R-57-2004 - Approval of a Resolution concerning the City of Las Vegas, Nevada, Special Improvement District No. 607 (Cliff's Edge) and the District Financing Agreement with Cliffs Edge, LLC and similar agreements with other property owners - Ward 6 (Mack)

REAL ESTATE COMMITTEE - CONSENT

- 66. Approval of Memorandum of Understanding #2004-03 with Lone Mountain Little League, a non-profit organization, for field modifications on five 60' fields located at Children's Memorial Park, 6601 West Gowan Road - Ward 6 (Mack)
- 67. Approval of a 3,400 square foot expansion to the existing Health Care and Dental Facility located at 1750 Wheeler Peak Drive in the Las Vegas Enterprise Business Park - Ward 5 (Weekly)
- 68. Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and David M. Litvak for real property known as APN 139-34-512-039 located in the vicinity of Mesquite Avenue and 7th Street (\$351,000 - City Facilities Capital Project Fund) - Ward 5 (Weekly)
- 69. Approval of Option Agreement for Parcel #1 with Help Las Vegas Housing Corporation II as the developer to purchase approximately 4.84 acres of City of Las Vegas land located in the vicinity of Main and Owens (currently located on a portion of Parcel #139-27-502-011) for development and construction of multi-family housing for low-income persons - Ward 5 (Weekly)
- 70. Approval of City Parkway IV executing a Quitclaim Deed and Assignment to transfer approximately 56 acres of APN 139-34-110-003 to City Parkway V and for City Parkway V to accept such transfer - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

71. ABEYANCE ITEM - Discussion and possible action to establish an employment policy for state legislators and other elected or appointed government officials

CITY ATTORNEY - DISCUSSION

72. Discussion and possible action regarding Complaint seeking disciplinary action against Carey Sam Anderson d/b/a Anderson Snack Shack, 516 Jackson Avenue, Las Vegas, Clark County, Nevada, for violations of Titles 6 and 9 of the Las Vegas Municipal Code and NRS Chapter 446 - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

73. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler Off-sale License subject to Health Dept. regulations, From: Bells Market Partnership, Caroline Yousif, Ptnr, 50%, Jamal Jeberaeel, Ptnr, 50%, To: Sabah Shoshani, dba Bells Market, 720 West Owens Avenue, Sabah H. Shoshani, 100% - Ward 5 (Weekly)
74. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Melva Boyd, dba Lucky Champ, 1420 West Bonanza Road, Melva D. Boyd, 100% - Ward 5 (Weekly)
75. Discussion and possible action regarding a Six Month Review of a Package License and a Restricted Gaming License for 11 slots, Hirmis B. Haron, dba Stewart Market, 2021 Stewart Avenue, Hirmis B. Haron, 100% - Ward 3 (Reese)
76. Discussion and possible action regarding Temporary Approval of a New Martial Arts Instruction Business License subject to the provisions of the fire codes, American Taekwondo Federation, LLC, dba ATF Black Belt Academy, 3211 North Tenaya Way, #105, Mark L. Robb, Mgr, Mmbr, 49%, Allan S. Melatti, Mgr, Mmbr, 51% - Ward 4 (Brown)
77. Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Princess Massage, LLC, dba Princess Massage, 2212 Paradise Road, Douglas R. Wingo, Mmbr, 100% - Ward 3 (Reese)
78. Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Cathay Massage, Inc., dba Cathay Massage, Inc., 7450 West Cheyenne Avenue, Suite 113, Chen H. Liu, Dir, Pres, Secy, Treas, 100% - Ward 4 (Brown)
79. Discussion and possible action regarding an Appeal of Revocation of Business License for an Independent Massage Therapist License, Yi Li Liu, dba Yi Li Liu, 2120 Paradise Road, Suite 110, Yi Li Liu, 100% - Ward 3 (Reese)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

80. Discussion and possible action on an allocation of \$200,000 in Federal HOME funds to Economic Opportunity Board to operate their Homebuyer Assistance Program - All Wards

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

81. Discussion and possible action on amendments to the Southern Nevada Water Authority Drought Plan - All Wards

RESOLUTIONS - DISCUSSION

82. R-58-2004 - Discussion and possible action regarding a Resolution Adopting a Permit and Service Fee Schedule for the Department of Fire and Rescue
83. R-59-2004 - Discussion and possible action regarding a Resolution adopting the Las Vegas Boulevard Scenic Byway Corridor Management Plan as an addendum to the Neighborhood Revitalization Component of the City of Las Vegas 2020 Master Plan - All Wards

BOARDS & COMMISSIONS - DISCUSSION

84. ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION – Malcolm D. White, Term Expiration 4-1-2004
85. ABEYANCE ITEM - CHILD CARE LICENSING BOARD – Lolanda Bunch, Term Expiration 6-2007 (Resigned)

REAL ESTATE COMMITTEE - DISCUSSION

86. Discussion and possible action regarding a Real Property Conveyance Agreement with Stella Lake Partners, LLC, for the acquisition and development of a 120,000 square foot FBI headquarters on a 5.32-acre parcel located at the Southeast corner of Stella Lake Street and Lake Mead Boulevard, APN 139-21-313-002 (010-290-) - Ward 5 (Weekly)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

87. TABLED ITEM - Bill No. 2003-78 – Establishes locational restrictions for the uses “auto pawn,” “auto title loan,” and “specified financial institution.” Proposed by: Robert S. Genzer, Director of Planning and Development
88. Bill No. 2004-17 – Annexation No. ANX-3693 – Property location: On the northeast corner of Michelli Crest Way and Bath Drive; Petitioned by: Cliffs Edge, LLC; Acreage: 2.60 acres; Zoned: R-U (County zoning), U (PCD) (City equivalent). Sponsored by: Councilman Michael Mack
89. Bill No. 2004-18 – Annexation No. ANX-3714 – Property location: On the southwest corner of Chieftain Street and Bath Drive; Petitioned by: James and Lori Kibler; Acreage: 2.53 acres; Zoned: R-E (County zoning), U (TC) (City equivalent). Sponsored by: Councilman Michael Mack
90. Bill No. 2004-19 – Annexation No. ANX-3740 – Property location: On the east side of Fairhaven Street, 1,170 feet south of Lake Mead Boulevard; Petitioned by: Cytha Price, et al.; Acreage: 1.00 acres; Zoned: R-E (County zoning), U (GC) (City equivalent). Sponsored by: Councilman Lawrence Weekly
91. Bill No. 2004-20 – Revises the zoning standards and procedures for converting public streets into private streets in existing subdivisions. Sponsored by: Councilwoman Janet Moncrief
92. Bill No. 2004-21 – Updates the City’s emergency management provisions. Sponsored by: Mayor Oscar B. Goodman

NEW BILLS

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

93. Bill No. 2004-22 - Interim warrant ordinance providing for the issuance of a General Obligation Interim Warrant for Special Improvement Districts #1487 (Jones - Beltway to Elkhorn) not to exceed \$1,200,000 - Ward 6 (Mack), #1493 (Alexander/Hualapai - Cheyenne to Cimarron) not to exceed \$740,000 - Ward 4 (Brown), and #1503 (Durango - Tropical to Clark County Highway 215) not to exceed \$300,000 - Ward 6 (Mack)
94. Bill No. 2004-23 - Annexation No. ANX-3835 - Property location: On the northeast corner of Cartier Avenue and Maverick Street; Petitioned by: Saint Mary Coptic Orthodox Church; Acreage: 2.42 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Lawrence Weekly
95. Bill No. 2004-24 - Annexation No. ANX-3871 - Property location: On the southwest corner of Buffalo Drive and Iron Mountain Road; Petitioned by: CCM Trust; Acreage: 10.75 acres; Zoned: R-E (County zoning), U (R-E) (City equivalent). Sponsored by: Councilman Michael Mack
96. Bill No. 2004-25 - Establishes zoning requirements for swap meets. Sponsored by: Councilman Gary Reese
97. Bill No. 2004-26 - Establishes the "Las Vegas Boulevard Scenic Byway Overlay District," together with related regulations governing signage. Proposed by: Robert S. Genzer, Director of Planning and Development
98. Bill No. 2004-27 - Authorizes the issuance of the City of Las Vegas, Nevada Special Improvement District No. 707 (Summerlin Area) Senior Local Improvement Refunding Bonds, Series 2004
99. Bill No. 2004-28 - Updates the description of the City ward boundaries to reflect annexations, as well as other changes made by the Clark County Election Department in the numbering and description of election precincts. Proposed by: Barbara Jo Ronemus, City Clerk
100. Bill No. 2004-29 - Authorizes the issuance of the City of Las Vegas General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2004 - Various Wards

1:00 P.M. - AFTERNOON SESSION

101. Any items from the afternoon session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

HEARINGS - DISCUSSION

102. Public hearing on local improvement district for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance - FY2005) - (\$41,902.50 - Capital Projects Fund - Special Assessments) - Ward 1 (Moncrief)
103. Required 30-day extension and review regarding the appeal of the Notice and Order to Abate Dangerous Building/Demolition at 880 E. Sahara Ave. PROPERTY OWNERS: DESERT PALMS INVESTMENT GROUP LLC - Ward 3 (Reese)
104. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 1733 N. Decatur Blvd. PROPERTY OWNER: TELOS ENTERPRISES, INC. - Ward 5 (Weekly)
105. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 740 N 11th St. PROPERTY OWNER: WASHINGTON MUTUAL BANK F A - Ward 5 (Weekly)

PLANNING & DEVELOPMENT DEPARTMENT

The items listed below, where appropriate, have been reviewed by the various City departments relative to requirements for storm drainage and flood control, connection to sanitary sewer, traffic circulation, and building and fire regulations. Their comments and/or recommendations and requirements have been incorporated into the action.

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

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

106. EXTENSION OF TIME - EOT-3962 - APPLICANT: STANPARK CONSTRUCTION - OWNER: KOLOB, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0156-99) FOR ALCOHOLIC BEVERAGE SALES adjacent to the northeast corner of Centennial Parkway and Durango Drive (APN: 125-20-801-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL
107. EXTENSION OF TIME - EOT-3963 - APPLICANT: STANPARK CONSTRUCTION - OWNER: KOLOB, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0154-99) FOR AN AUTO REPAIR GARAGE, MINOR adjacent to the northeast corner of Centennial Parkway and Durango Drive (APN: 125-20-801-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL
108. EXTENSION OF TIME - EOT-3964 - APPLICANT: STANPARK CONSTRUCTION - OWNER: KOLOB, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0149-99) FOR A SUPPER CLUB adjacent to the northeast corner of Centennial Parkway and Durango Drive (APN: 125-20-801-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL
109. EXTENSION OF TIME - EOT-3965 - APPLICANT: STANPARK CONSTRUCTION - OWNER: KOLOB, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0155-99) FOR A RESTAURANT WITH DRIVE THRU adjacent to the northeast corner of Centennial Parkway and Durango Drive (APN: 125-20-801-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL
110. EXTENSION OF TIME - EOT-3966 - APPLICANT: STANPARK CONSTRUCTION - OWNER: KOLOB, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0153-99) FOR AN AUTOMATIC CAR WASH adjacent to the northeast corner of Centennial Parkway and Durango Drive (APN: 125-20-801-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL
111. EXTENSION OF TIME - EOT-3967 - APPLICANT: STANPARK CONSTRUCTION - OWNER: KOLOB, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0152-99) FOR A CONVENIENCE STORE WITH FUEL PUMPS adjacent to the northeast corner of Centennial Parkway and Durango Drive (APN: 125-20-801-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL
112. EXTENSION OF TIME - EOT-3992 - APPLICANT/OWNER: GOOD EARTH ENTERPRISES, INC. - Request for an Extension of Time on an approved Special Use Permit (SUP-1531) FOR A 330-UNIT ASSISTED LIVING APARTMENT COMPLEX at 233 South Sixth Street and 232 South Seventh Street (APN: 139-34-611-034, 036, 037, and 039), C-2 (General Commercial) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

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

113. EXTENSION OF TIME - EOT-3975 - APPLICANT/OWNER: KENNETH LONG - Request for an Extension of Time on an approved Rezoning (Z-0070-99) FROM: R-1 (Single-Family Residential) TO: P-R (Professional Office and Parking) on 0.25 acres located at 717 Clark Avenue (APN: 139-34-710-048), Ward 1 (Moncrief). Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

114. REQUIRED ONE YEAR REVIEW - REVIEW OF CONDITION - PUBLIC HEARING - RQR-3881 - APPLICANT: YONO ENTERPRISES - OWNER: RICHARD AND BEATRICE STURMAN - Required One-Year Review of an approved Review of Condition (ROC-1770) [WHICH DELETED CONDITION NO. 2] of an approved Special Use Permit (U-0154-98) PROHIBITING THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS OR SCREW CAP WINE for an existing market (Fremont Family Market and Deli) at 611 Fremont Street, Suite 20 (APN: 139-34-611-019), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends DENIAL
115. REVIEW OF CONDITION - PUBLIC HEARING - ROC-3761 - APPLICANT/OWNER: WESTVIEW, LIMITED LIABILITY COMPANY - Request FOR A REVIEW OF CONDITION NO. 5 OF AN APPROVED SITE DEVELOPMENT PLAN REVIEW [Z-0058-01(1)] WHICH ESTABLISHED MINIMUM SITE SETBACKS on property adjacent to the southwest corner of Wittig Avenue and Tee Pee Lane (APN: 125-19-501-011 thru 014; 125-19-601-002 and 003), U (Undeveloped) Zone [L (Low Density Residential) and R (Rural Density Residential) General Plan Designations] under Resolution of Intent to R-PD5 (Residential Planned Development - 5 Units per Acre), Ward 6 (Mack). Staff recommends APPROVAL
116. REVIEW OF CONDITION - PUBLIC HEARING - ROC-3797 - APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES, INC. - Request for a Review of Condition No. 4 of an approved Special Use Permit (U-0088-01) WHICH PROHIBITED THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE on property located at 2320 East Fremont Street (APN: 139-35-805-001), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL
117. REQUIRED TWO YEAR REVIEW - PUBLIC HEARING - RQR-3691 - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT - Required Two Year Review of an approved Site Development Plan Review [Z-0026-92(3)] FOR A 4,032 SQUARE FOOT CHILD CARE CENTER IN THREE MODULAR BUILDINGS on 0.97 acres adjacent to the east side of Valley View Boulevard, approximately 1,200 feet north of Charleston Boulevard (APN: 139-31-801-006), C-V (Civic) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL
118. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-3703 - APPLICANT/OWNER: SHARON KEA - IMPERIAL HEALTH SPA - Request for a Site Development Plan Review FOR A PROPOSED HEALTH SPA, RESTAURANT AND KARAOKE BAR AND WAIVERS TO THE PERIMETER LANDSCAPING REQUIREMENTS at 1070 East Sahara Avenue (APN: 162-03-801-034, 055, 132, 033, and 069), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
119. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-3787 - APPLICANT/OWNER: SILVER STATE BANK - Request for a Site Development Plan Review and Waivers of the parking lot landscaping and building foundation landscaping standards FOR A PROPOSED 5,000 SQUARE-FOOT OFFICE BUILDING on 0.46 acres located at 8901 West Sahara Avenue (APN: 163-08-120-036), C-1 (Limited Commercial) Zone, Ward 2 (L.B. McDonald). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

120. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-3795 - APPLICANT/OWNER: NORTHWEST 95 LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and Waivers of the Town Center Development Standards requiring on-site open space features; parking spaces to be set back a minimum of 15 feet from property lines; parking lots to be located away from street front; and walkways between parking lots and rows of parking spaces FOR A PROPOSED 293,355 SQUARE-FOOT RETAIL CENTER on 46 acres adjacent to the northwest and northeast corners of Severence Lane and Oso Blanca Road (APN: 125-17-301-003 and a portion of 125-17-701-001) T-C (Town Center) Zone [SC-TC (Service Commercial – Town Center) land use designation], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
121. MAJOR MODIFICATION TO THE MONTECITO DEVELOPMENT AGREEMENT - PUBLIC HEARING - MOD-3735 - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: JAMES R. TUCKER FAMILY TRUST AND JAMES TUCKER TRUST - Request for a Major Modification to the Montecito Development Agreement TO ADD 10 ACRES TO THE OVERALL PLAN AREA adjacent to the southeast corner of Deer Springs Way and Grand Montecito Parkway (APN: 125-20-702-001), T-C (Town Center) Zone [PROPOSED: ML-TC (Medium-Low Density Residential - Town Center) General Plan Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL
122. SPECIAL USE PERMIT RELATED TO MOD-3735 - PUBLIC HEARING - SUP-3503 - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: JAMES R. TUCKER FAMILY TRUST AND JAMES TUCKER TRUST - Request for a Special Use Permit FOR A GATED SUBDIVISION WITH PRIVATE STREETS WITHIN TOWN CENTER adjacent to the southeast corner of Deer Springs Way and Grand Montecito Parkway (APN: 125-20-702-001), T-C (Town Center) Zone [PROPOSED: ML-TC (Medium-Low Residential - Town Center) General Plan Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL
123. SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-3735 AND SUP-3503 - PUBLIC HEARING - SDR-3505 - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: JAMES R. TUCKER FAMILY TRUST AND JAMES TUCKER TRUST - Request for a Site Development Plan Review FOR A PROPOSED 96 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 10 acres adjacent to the southeast corner of Deer Springs Way and Grand Montecito Parkway (APN: 125-20-702-001), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL
124. MAJOR MODIFICATION TO THE MONTECITO TOWN CENTER DEVELOPMENT AGREEMENT - PUBLIC HEARING - MOD-3763 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Major Modification to the Montecito Town Center Development Agreement TO ADD 5.00 ACRES TO THE OVERALL PLAN UNDER THE “MONTECITO TOWN CENTER MIXED USE COMMERCIAL” SPECIAL LAND USE DESIGNATION AND TO MODIFY SECTION 4.1 TO INCREASE COMMERCIAL SQUARE FOOTAGES AND RESIDENTIAL UNITS ACCORDINGLY, adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use – Town Center) Town Center Special Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
125. REZONING RELATED TO MOD-3763 - PUBLIC HEARING - ZON-3840 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Rezoning FROM: U (Undeveloped) [TC (Town Center) General Plan Designation] TO: T-C (Town Center) on 5.00 acres adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
126. SPECIAL USE PERMIT RELATED TO MOD-3763 AND ZON-3840 - PUBLIC HEARING - SUP-3765 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR LIQUOR SALES on Pad A of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

127. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840 AND SUP-3765 - PUBLIC HEARING - SUP-3767 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR GAMING (INCIDENTAL) on Pad A of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
128. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765 AND SUP-3767 - PUBLIC HEARING - SUP-3769 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY on Pad A of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
129. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767 AND SUP-3769 - PUBLIC HEARING - SUP-3770 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY on Pad O of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
130. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767 SUP-3769 AND SUP-3770 - PUBLIC HEARING - SUP-3771 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A TAVERN on Pad P of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
131. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770 AND SUP-3771 - PUBLIC HEARING - SUP-3773 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR GAMING (INCIDENTAL) on Pad P of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
132. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771 AND SUP-3773 - PUBLIC HEARING - SUP-3774 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR GASOLINE SALES on Pad Q of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
133. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773 AND SUP-3774 - PUBLIC HEARING - SUP-3776 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A CAR WASH on Pad Q of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

134. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774 AND SUP-3776 - PUBLIC HEARING - SUP-3777 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR GAMING (INCIDENTAL) on Pad Q of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
135. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776 AND SUP-3777 - PUBLIC HEARING - SUP-3778 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR LIQUOR SALES on Pad Q of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
136. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777 AND SUP-3778 - PUBLIC HEARING - SUP-3779 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A TAVERN on Pad Z of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
137. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778 AND SUP-3779 - PUBLIC HEARING - SUP-3780 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR GAMING (INCIDENTAL) on Pad Z of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
138. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779 AND SUP-3780 - PUBLIC HEARING - SUP-3781 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY on Pad F of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
139. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779, SUP-3780 AND SUP-3781 - PUBLIC HEARING - SUP-3783 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR LIQUOR SALES on Pad HH of the proposed Montecito Marketplace commercial development, adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) Town Center Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

140. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779, SUP-3780, SUP-3781 AND SUP-3783 - PUBLIC HEARING - SUP-3785 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR GAMING (INCIDENTAL) on Pad HH of the proposed Montecito Marketplace commercial development, adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use – Town Center) Town Center Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
141. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779, SUP-3780, SUP-3781, SUP-3783 AND SUP-3785 - PUBLIC HEARING - SUP-3786 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY on Pad HH of the proposed Montecito Marketplace commercial development, adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use – Town Center) Town Center Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
142. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779, SUP-3780, SUP-3781, SUP-3783, SUP-3785 AND SUP-3786 - PUBLIC HEARING - SUP-3788 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY on Pad DD of the proposed Montecito Marketplace commercial development, adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use – Town Center) Town Center Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
143. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779, SUP-3780, SUP-3781, SUP-3783, SUP-3785, SUP-3786 AND SUP-3788 - PUBLIC HEARING - SUP-3789 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY on Pad EE of the proposed Montecito Marketplace commercial development, adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use – Town Center) Town Center Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
144. SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779, SUP-3780, SUP-3781, SUP-3783, SUP-3785, SUP-3786, SUP-3788 AND SUP-3789 - PUBLIC HEARING - SDR-3764 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Site Development Plan Review FOR A PROPOSED 587,750 SQUARE-FOOT MIXED-USE COMMERCIAL DEVELOPMENT on 45.6 acres in Montecito Town Center, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001 and 125-20-101-017), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Land Use Designations] and U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use – Town Center) Town Center Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
145. MAJOR MODIFICATION TO THE LONE MOUNTAIN MASTER PLAN - PUBLIC HEARING - MOD-3758 - APPLICANT: FRED LESSMAN - Request for a Major Modification to the Lone Mountain Master Plan TO ALLOW A MINI-WAREHOUSE FACILITY AS A PERMITTED USE IN THE VILLAGE COMMERCIAL SPECIAL LAND USE DESIGNATION with the approval of a Special Use Permit, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

146. SPECIAL USE PERMIT RELATED TO MOD-3758 - PUBLIC HEARING - SUP-4009 - APPLICANT: FRED LESSMAN - OWNER: SHADOWS HILLS PLAZA, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A MINI-WAREHOUSE FACILITY on the west side of Shady Timber Street, 900 feet north of Cheyenne Avenue (APN: portions of 137-12-801-001 and 137-12-401-022) U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) Zone [VC (Village Commercial) Lone Mountain Special Land Use Designation], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
147. SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-3758 AND SUP-4009 - PUBLIC HEARING - SDR-3759 - APPLICANT: FRED LESSMAN - OWNER: SHADOWS HILLS PLAZA, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Reduction in the amount of required perimeter landscaping FOR A PROPOSED MINI-WAREHOUSE FACILITY on 3.57 acres on the west side of Shady Timber Street, 900 feet north of Cheyenne Avenue (APN: portions of 137-12-801-001 and 137-12-401-022), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] Under Resolution of Intent to PD (Planned Development) Zone [VC (Village Commercial) Lone Mountain Special Land Use Designation], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
148. VACATION - PUBLIC HEARING - VAC-3664 - APPLICANT: STERLING S. DEVELOPMENT - OWNER: QUARTERHORSE FALLS ESTATES, LIMITED LIABILITY COMPANY - Request for a Petition to vacate all of Maverick Street, between Meisenheimer Avenue and Racel Street, Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
149. TENTATIVE MAP RELATED TO VAC-3664 - TMP-3639 - QUARTERHORSE ESTATES UNIT 1 - APPLICANT: STERLING S. DEVELOPMENT - OWNER: QUARTERHORSE FALLS ESTATES, LIMITED LIABILITY COMPANY - Appeal filed by the applicant from the approval of the Planning Commission of a request for a Tentative Map FOR A 17 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 9.76 acres adjacent to the northeast corner of Maverick Street and Racel Street (APN: 125-11-704-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
150. VACATION - PUBLIC HEARING - VAC-3707 - APPLICANT: STERLING S. DEVELOPMENT - OWNER: QUARTERHORSE FALLS II, LIMITED LIABILITY COMPANY - Request for a Petition to vacate public sewer and drainage easements generally located south of Log Cabin Way, west of El Capitan Way, Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
151. VACATION - PUBLIC HEARING - VAC-3726 - APPLICANT: OLYMPUS GROUP, INC. - OWNER: O'BANNON-JONES, LIMITED LIABILITY COMPANY - Request for a Petition to vacate public sewer and drainage easements; and U. S. Government Patent Reservations generally located north of O'Bannon Drive, east of Jones Boulevard, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL
152. VACATION - PUBLIC HEARING - VAC-3760 - APPLICANT: AMERICAN PREMIER HOMES - OWNER: GRAND VIEW APARTMENTS, LIMITED LIABILITY COMPANY - Petition to Vacate U.S. Government Patent Easements generally located south of Grand Teton Drive, east of Grand Canyon Drive, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
153. VACATION - PUBLIC HEARING - VAC-3782 - APPLICANT/OWNER: CONCORDIA HOMES NEVADA, INC. - Petition to Vacate U.S. Government Patent Easements generally located adjacent to the south side of Stange Avenue, east of Puli Road, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
154. VACATION - PUBLIC HEARING - VAC-3802 - APPLICANT: TANEY ENGINEERING - OWNER: UNIVEST I, LIMITED LIABILITY COMPANY - Petition to Vacate U.S. Government Patent Easements generally located north of Cheyenne Avenue, east of Hualapai Way, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

155. REQUIRED TWO YEAR REVIEW - VARIANCE - PUBLIC HEARING - RQR-3685 - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: JAMES AND LINDA SAPP - Required Two Year Review of an Approved Variance (V-0112-96) WHICH ALLOWED AN EXISTING NON-CONFORMING 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN TO BE RELOCATED 513 FEET FROM ANOTHER OFF-PREMISE ADVERTISING (BILLBOARD) SIGN WHERE 750 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED at 1109 Western Avenue (APN: 162-04-504-001), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL
156. REQUIRED TWO YEAR REVIEW - VARIANCE - PUBLIC HEARING - RQR-3705 - APPLICANT: VIACOM OUTDOOR - OWNER: SAHARA RANCHO MEDICAL - Required Two Year Review of an Approved Variance (V-0154-94) WHICH ALLOWED A 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2320 South Rancho Drive (APN: 162-04-401-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL
157. VARIANCE - PUBLIC HEARING - VAR-3711 - APPLICANT: RANCHO POINTE - OWNER: TRISISON, LIMITED LIABILITY COMPANY AND HELEN SLAVIN BALDWIN - Request for a Variance TO ALLOW 134 PARKING SPACES WHERE 199 SPACES ARE REQUIRED FOR A PROPOSED COMMERCIAL DEVELOPMENT on 2.55 acres adjacent to the east side of Rancho Drive, approximately 300 feet south of Alexander Road (APN: 138-12-110-011 and a portion of 138-12-102-001), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (4-2 vote) and staff recommend DENIAL
158. SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-3711 - PUBLIC HEARING - SDR-3452 - APPLICANT: RANCHO POINTE AND J. MARIO SANCHEZ - OWNER: TRISISON, LIMITED LIABILITY COMPANY AND HELEN SLAVIN BALDWIN - Request for a Site Development Plan Review FOR A 23,000 SQUARE FOOT COMMERCIAL DEVELOPMENT on 2.55 acres adjacent to the east side of Rancho Drive, approximately 300 feet south of Alexander Road (APN: 138-12-110-011 and a portion of 138-12-102-001), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (4-2 vote) and staff recommend DENIAL
159. VARIANCE - PUBLIC HEARING - VAR-3800 - APPLICANT/OWNER: RICHARD W. MINNEAR - Request for a Variance TO ALLOW A 45-FOOT BUILDING HEIGHT WHERE 35 FEET IS THE MAXIMUM HEIGHT ALLOWED, TO ALLOW A 10-FOOT REAR YARD SETBACK WHERE 15 FEET IS THE MINIMUM REQUIRED, AND TO ALLOW 50 PARKING SPACES WHERE 58 SPACES ARE REQUIRED on 0.34 acres located at 1711 Bearden Drive (APN: 139-33-402-014 & 015) PD (Planned Development) Zone [PO (Professional Office) Las Vegas Medical District Special Land Use Designation], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
160. SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-3800 - PUBLIC HEARING - SDR-3799 - APPLICANT/OWNER: RICHARD W. MINNEAR - Request for a Site Development Plan Review FOR A PROPOSED 20,400 SQUARE-FOOT MIXED-USE DEVELOPMENT consisting of 6,800 square feet of Medical Office space and 16 multi-family residential units on 0.34 acres at 1711 Bearden Drive (APN: 139-33-402-014 & 015) PD (Planned Development) Zone [PO (Professional Office) Las Vegas Medical District Special Land Use Designation], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
161. VARIANCE - PUBLIC HEARING - VAR-3880 - APPLICANT/OWNER: ASIE JAH - Request for a Variance TO ALLOW FIVE PARKING SPACES WHERE SIX ARE REQUIRED FOR A PROPOSED OFFICE on 0.18 acres at 2413 Maroney Avenue (APN: 162-02-410-096) R-2 (Medium-Low Density Residential) under Resolution of Intent to N-S (Neighborhood Service) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
162. SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-3880 - PUBLIC HEARING - SDR-3710 - APPLICANT/OWNER: ASIE JAH - Request for a Site Development Review FOR A PROPOSED LAW OFFICE AND FOR A WAIVER OF THE PERIMETER PARKING LOT LANDSCAPING REQUIREMENTS on 0.18 acres at 2413 Maroney Avenue (APN: 162-02-410-096) R-2 (Medium-Low Density Residential) under Resolution of Intent to N-S (Neighborhood Service) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 163.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3479 - LAMAR OUTDOOR ADVERTISING ON BEHALF OF NEWBERG-FIORELLO DEVELOPMENT - Appeal filed by Lamar Outdoor Advertising from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40 FOOT TALL, 14 FOOT BY 48 FOOT, OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2475 South Jones Boulevard (APN: 163-02-802-006), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-0 vote) and staff recommend DENIAL
- 164.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3545 - APPLICANT: SHOW MEDIA - OWNER: NEVADA SPACE, INC. - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2798 Highland Drive (APN: 162-09-202-007), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 165.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3716 - APPLICANT: AURELIO'S - OWNER: CHEYENNE INVESTMENTS, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR AND A WAIVER FROM THE 400 FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING CHURCH AND PARK at 7660 West Cheyenne Avenue, Suite #122 (APN: 138-09-821-003), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 166.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3712 - APPLICANT: CHURCH'S BAIL BONDS, INC. - OWNER: BONNEVILLE CENTER, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A BAILBOND SERVICE at 608 South Third Street (APN: 139-34-311-070), R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial), Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 167.SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-3712 - PUBLIC HEARING - SDR-3713 - APPLICANT: CHURCH'S BAIL BONDS, INC. - OWNER: BONNEVILLE CENTER, LIMITED LIABILITY COMPANY - Request for a Site Development Review FOR A PROPOSED BAILBOND OFFICE on 0.16 acres at 608 South Third Street (APN: 139-34-311-070), R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial), Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 168.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3729 - APPLICANT: BAIL BOND AMERICA, INC. - OWNER: MICHAEL AND CHRISTINE ACCARDI - Request for a Special Use Permit FOR A BAILBOND SERVICE at 800 South Casino Center Boulevard (APN: 139-34-410-027), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-1 vote) and staff recommend APPROVAL
- 169.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3746 - APPLICANT: JEFFREY CAMPBELL - OWNER: PAN PACIFIC RETAIL PROPERTIES, INC. - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR at 2101 North Rainbow Boulevard, Suite 102 (APN: 138-22-603-001), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 170.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3747 - APPLICANT: EXPRESS CASH & LOANS - OWNER: NERCES HIMIDIAN LIVING TRUST - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED at 1426 East Charleston Boulevard, Suite 110 (APN: 162-02-110-007), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend DENIAL
- 171.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3772 - APPLICANT: RICHARDSON PARTNERSHIP - OWNER: RANCHO WASHINGTON, LIMITED LIABILITY COMPANY - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED at 2801 West Washington Avenue (APN: 139-29-301-001), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-1 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

172. SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-3772 - PUBLIC HEARING - SDR-3766 - APPLICANT: RICHARDSON PARTNERSHIP - OWNER: RANCHO WASHINGTON, LIMITED LIABILITY COMPANY - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Site Development Plan Review, a Reduction in the amount of required Perimeter and Parking lot landscaping, and Waivers of the Commercial Development Standards to allow a zero rear yard setback where 20 feet is required and to allow no landscaping between the north façade of the building and the parking area, where a minimum of six feet is required FOR A PROPOSED 3,960 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED on 0.48 acres located at 2801 West Washington Avenue (APN: 139-29-301-001), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-1 vote) and staff recommend DENIAL
173. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3815 - APPLICANT: BULLSEYE COMMERCIAL REAL ESTATE - OWNER: PSA LAND INVESTMENTS, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR LIQUOR SALES (OFF-PREMISE CONSUMPTION) adjacent to the north side of Charleston Avenue, approximately 375 feet east of Torrey Pines Drive (APN: 138-35-801-002; 138-35-803-001), C-1 (Limited-Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
174. SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-3815 - PUBLIC HEARING - SDR-3790 - APPLICANT: BULLSEYE COMMERCIAL REAL ESTATE - OWNER: PSA LAND INVESTMENTS, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and Waivers of perimeter buffering and landscaping standards FOR A PROPOSED 101,000 SQUARE-FOOT RETAIL CENTER on 9.74 acres adjacent to the north side of Charleston Avenue, approximately 375 feet east of Torrey Pines Drive (APN: 138-358-01-002; 138-358-03-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
175. REZONING - PUBLIC HEARING - ZON-3665 - APPLICANT/OWNER: DONNA J. CAPRI - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.16 acres adjacent to the southwest corner of Eastern Avenue and Canosa Avenue (APN: 162-02-713-114), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
176. REZONING - PUBLIC HEARING - ZON-3678 - APPLICANT/OWNER: RUTH A. SHARRON - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.16 acres at 220 North Lamb Boulevard (APN: 140-32-310-002), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
177. REZONING - PUBLIC HEARING - ZON-3775 - APPLICANT: FIESTA HOMES - OWNER: NEW YORK PLASTICS, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-PD5 (Residential Planned Development - 5 Units Per Acre) on 2.72 acres adjacent to the northwest corner of Bradley Road and Azure Drive (APN: 125-25-101-010 & 011; 125-25-101-014 & 015), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
178. VARIANCE RELATED TO ZON-3775 - PUBLIC HEARING - VAR-3946 - APPLICANT FIESTA HOMES - OWNERS: NEW YORK PLASTICS, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW A PROPOSED R-PD (RESIDENTIAL PLANNED DEVELOPMENT) SITE TO DEVELOP ON 2.72 ACRES WHERE A MINIMUM OF FIVE ACRES ARE REQUIRED adjacent to the northwest corner of Bradley Road and Azure Drive (APN: 125-25-101-010 & 011; 125-25-101-014 & 015), R-E (Residence Estates) Zone [PROPOSED: R-PD5 (Residential Planned Development - 5 Units per Acre)], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
179. WAIVER OF TITLE 18 RELATED TO ZON-3775 AND VAR-3946 - PUBLIC HEARING - WVR-3793 - APPLICANT: FIESTA HOMES - OWNERS: NEW YORK PLASTICS, LIMITED LIABILITY COMPANY - Request for a Waiver of Title 18.12.160 TO ALLOW A 198 FOOT SEPARATION BETWEEN INTERSECTIONS WHERE A MINIMUM OF 220 FEET IS REQUIRED WHEN PROVIDING EXTERNAL ACCESS FROM A SUBDIVISION TO AN EXISTING STREET HAVING A RIGHT-OF-WAY WIDTH OF 60 FEET OR MORE, for a proposed subdivision adjacent to the northwest corner of Bradley Road and Azure Drive (APN: 125-25-101-010 & 011; 125-25-101-014 & 015), R-E (Residence Estates) Zone [PROPOSED: R-PD5 (Residential Planned Development – 5 Units per Acre)], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

180. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-3775, VAR-3946 AND WVR-3793 - PUBLIC HEARING - SDR-3784 - APPLICANT: FIESTA HOMES - OWNER: NEW YORK PLASTICS, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A 14-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 2.72 acres adjacent to the northwest corner of Bradley Road and Azure Drive (APN: 125-25-101-010 & 011; 125-25-101-014 & 015), R-E (Residence Estates) Zone; [PROPOSED: R-PD5 (Residential Planned Development - 5 Units per Acre)], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
181. REZONING - PUBLIC HEARING - ZON-3919 - APPLICANT/OWNER: CORNERSTONE COMPANY - Request for a Rezoning FROM: R-4 (High Density Residential) TO: C-1 (Limited Commercial) on 0.46 acres adjacent to the northwest corner of Colorado Avenue and 4th Street (APN: 162-03-110-011), Ward 1 (Moncrief). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
182. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-3919 - PUBLIC HEARING - SDR-3920 - APPLICANT/OWNER: CORNERSTONE COMPANY - Request for a Site Development Plan Review and Waivers of the Downtown Centennial Plan streetscape and parking standards FOR A PROPOSED MODULAR OFFICE on 0.46 acres adjacent to the northwest corner of Colorado Avenue and 4th Street (APN: 162-03-110-011), R-4 (High Density Residential) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 1 (Moncrief). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
183. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS, CENTENNIAL HILLS ARCHITECTURAL REVIEW COMMITTEE AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

ADDENDUM

CITIZENS PARTICIPATION

Items raised under this portion of the City Council 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 step up to the podium and 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

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
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

APN: 126-13-101-001 ET AL

When Recorded, Return To:

John O. Swendseid
Swendseid & Stern
317 South Sixth Street
Las Vegas, NV 89101

DISTRICT FINANCING AGREEMENT
FOR
SPECIAL IMPROVEMENT DISTRICT NO. 607
(CLIFF'S EDGE)
BETWEEN
CITY OF LAS VEGAS, NEVADA
AND
CLIFFS EDGE, LLC

TABLE OF CONTENTS

PAGE NO.

ARTICLE 1. CONSTRUCTION.....	2
1.1 Description of Tasks.....	2
A. Plans and Engineering.....	2
B. Construction.....	3
C. Transfer Of Title To Property.....	3
D. Warranty of Workmanship and Materials.....	4
E. Work Specifications.....	5
F. Compliance With Law.....	5
G. Cost Estimates; Bonds; Guarantee of Work.....	5
H. Payments for Construction Project.....	6
I. Default In Construction Obligations Of Developer.....	7
J. Cost Overruns.....	8
K. Cost Underruns.....	8
1.2 Oversizing.....	8
A. Water Line Oversizing.....	8
B. Sewer Line Oversizing.....	9
1.3 Incidental Expenses.....	9
A. Developer Incidental Expenses.....	9
B. City Incidental Expenses.....	9
C. Excess.....	10
1.4 Method of Payment.....	10
1.5 City Authorized to Pay.....	10
ARTICLE 2. ASSESSMENTS.....	10
2.1 Procedure.....	10
2.2 Financing.....	11
2.3 Assessed Property, Assessment Roll.....	11
2.4 Assessment Installments.....	11
2.5 Interest Rate.....	11
2.6 Interest Rate; Installment Due Dates.....	11
2.7 Bond Reserve.....	12
A. Bond Reserve Defined.....	12
B. Application Of Interest Income and Other Excess Amounts.....	12
C. Use For Other Purposes.....	12
2.8 Waiver.....	12
ARTICLE 3. MISCELLANEOUS.....	13
3.1 Federal Tax Covenant.....	13
3.2 City Documents.....	13
3.3 Permits.....	14
3.4 Permitted Investments.....	14
3.5 Indemnification; Insurance.....	14
A. Indemnification To City.....	14
B. Defense of Suits.....	15
C. Exception.....	15

D.	Survival.....	15
E.	Insurance.....	15
3.6	No Third-Party Beneficiaries.....	16
3.7	No Guarantee of Water or Sewer Capacity.....	16
3.8	Continuing Disclosure.....	16
3.9	Successors; Assignments.....	17
3.10	Inspection of Books.....	17
3.11	Entire Agreement.....	17
3.12	Further Assurances.....	17
3.13	Obligations of Developer.....	17
3.14	Notices.....	17
3.15	No Waivers.....	18
3.16	Attorneys' Fees.....	18
3.17	Severability.....	19
3.18	Governing Law.....	19
3.19	No City Obligation.....	19
3.20	Termination Date.....	19
3.21	Counterparts.....	19
3.22	Recordation.....	20
3.23	Conveyance Restriction.....	20
3.24	Disclosure to Transferee.....	20
3.25	Execution Authorization.....	20
3.26	Construction; Time.....	20

EXHIBITS

Developer Property Description	A
Subproject Description, Purchase Prices and Estimated Completion Dates.....	B
List of Plans	C
Supplemental and Additional Conditions and Specifications.....	D
Prevailing Wages	E
Developer Payment Request Form	F
List of City Documents.....	G
Assessment Roll.....	H
Permits Required.....	I
Disclosure Statement to Property Buyers	J
Description of Property in District.....	K

This District Financing Agreement (the "Agreement") between **CITY OF LAS VEGAS, NEVADA** (the "City"), a political subdivision of the State of Nevada (the "State"), and **CLIFFS EDGE, LLC**, a Nevada limited liability company (the "Developer"), is made and entered into as of April 7 2004.

WITNESSETH:

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") §271.710, the City Council of the City (the "Board") may enter into written agreements with the owners of all property within a proposed special assessment or improvement district containing the provisions stated herein; and

WHEREAS, the Developer represents and warrants that (i) it is the sole legal owner of certain property to be assessed within the proposed City of Las Vegas, Nevada, Special Improvement District No. 607 (Cliff's Edge) (the "District"), (ii) a true and correct legal description of such property (the "Property") is attached hereto as Exhibit A; and (iii) a true and correct legal description of all property to be included in the District is attached hereto as Exhibit K; and

WHEREAS, the Developer has signed and filed a petition with the City to form the District in accordance with the City's Developer Special Improvement District Guidelines (the "Petition"); and

WHEREAS, the Developer proposes to construct and acquire certain improvements within the District, including street, park and certain governmentally-owned utility improvements to serve property located in the District, and to transfer those improvements to the City in accordance with the terms and provisions provided herein, a description of which improvements is attached hereto as Exhibit B (such improvements, including the land on which they are located and all appurtenances is herein defined as the "Project"); and

WHEREAS, portions of the Developer's Property are required for the Project (the "Project Property"), including real property to be dedicated in fee simple and easements; and

WHEREAS, the Developer agrees that the City may create the District, levy the assessments and, for all other purposes relating to the District, proceed pursuant to the provisions of NRS 271.710; and

WHEREAS, the parties hereto propose to finance the Project by sale of bonds ("Bonds") pursuant to NRS Chapter 271, including NRS 271.710 through 271.730.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1. CONSTRUCTION.

1.1 Description of Tasks.

A. Plans and Engineering.

1. Full and detailed plans and specifications for the Project have heretofore been prepared for the Project by the Developer and filed with the City. A list of those plans are attached as Exhibit C.

2. The Developer shall cause all necessary additional engineering and construction plans and specifications, including environmental reports, drainage studies or analyses and estimates, to be prepared for the Project for review and approval by the City and shall perform all other preliminaries needed in order to commence construction of the Project, including making of required surveys, doing engineering and design work, and obtaining all required permits, licenses or other governmental or utility approvals necessary. Any such review or approval by the City shall not limit any rights the City may have against any person for defective or negligent design.

3. The City may contract for the engineering services of one or more Nevada Registered Professional Civil Engineers, as selected by the City, in accordance with NRS, to review the engineering design for the Project prepared as provided in paragraph 1 of this subsection A as are necessary for the Project, to provide assessment engineering services on the Project, including an assessment engineer's report (the "Engineer's Report"), to provide inspection services and to provide to the City assistance in verifying proper documentation for all payment requests and the proper amount to pay the Developer in connection with those requests. The Engineer's Report and other reports and documents prepared by the engineers may be supplemented and amended without amending this Agreement.

4. The Developer shall be responsible for payment of all costs described in paragraphs 1 through 3 of this subsection A which are incurred or due and payable prior to the time Bonds are issued, subject to obtaining reimbursements as described herein or in the Deposit and Reimbursement Agreement, dated as of October 1,

2003 (the "Deposit Agreement") between the City and the Developer, if Bonds are issued.

B. Construction. The Project shall consist of the Subprojects listed in Exhibit B. The Developer shall construct the Project in accordance with the full and detailed descriptions, plans and specifications therefor, which are listed on Exhibit C hereto. All contractors and subcontractors selected by the Developer for the Project must be licensed and bonded, if required by State licensing laws, in accordance with the laws of the State and be acceptable to the City.

C. Transfer Of Title To Property.

1. On or before payment of the cost of any Subproject, the Developer shall transfer (i) to the City in the case of all improvements other than certain water improvements described in (ii), or (ii) Las Vegas Valley Water District ("LVVWD") in the case of certain water improvements (the City and LVVWD, as applicable with respect to a particular Subproject, is referred to as the "Applicable Government"), either fee title or, if acceptable to the Applicable Government, an easement or easements, as the case may be (separately or together, a "property interest"), in a form acceptable to the Applicable Government for the real property on which each Subproject is located, except for those portions of the real property on which a Subproject is located which are already owned in fee by the Applicable Government or for which the Applicable Government already has the necessary easements or for which the Applicable Government has obtained a right of occupancy pursuant to an action for condemnation filed in the court of applicable jurisdiction. The Developer warrants at the time of the transfers of Subprojects and property interests to the Applicable Government that the Developer has title sufficient to convey the property interest being conveyed and that such Subproject and said property interest are not subject to any easement, mortgage, security interest, mechanics lien or any other encumbrance, except as shall be approved by the Applicable Government and shall be shown on a preliminary title report or pro forma title policy (each, a "Title Report") with respect thereto, which Title Report shall be delivered to the Applicable Government for its review and approval at least 20 days prior to the transfer of the property interest to the Applicable Government. In the event the Applicable Government does not approve any encumbrance shown on the Title Report, the City shall

not be obligated to pay for such Subproject until the Developer has cured all objections to the property interest to the satisfaction of the Applicable Government.

2. On or before the City's making payment for any Subproject, the Developer shall transfer to the Applicable Government title to all improvements constructed as a part of the Subproject and provide to the City complete and legally effective releases or waivers (satisfactory to the City and any other Applicable Government) of mechanics', materialmen's, or other liens arising out of or filed (or which could arise out of or be filed) in connection with that Subproject. If any subcontractor or supplier fails to furnish such a release in full, the Developer may furnish a bond or other collateral satisfactory to the City and any other Applicable Government to indemnify and defend the City and any other Applicable Government against any lien, and the City at the City's discretion may make payment of 90% of the amount due with respect to that Subproject and retain 10% of the payment price until the earlier to occur of all potential liens having lapsed without filing, a written waiver having been obtained therefor, or such liens having otherwise been removed from the property.

3. The Developer shall defend the Applicable Government's title to or easement in the property being transferred against any claim of encumbrance whatsoever arising by or through the Developer or any of its predecessors in title or which is caused or created by the Developer, including any mechanics' liens asserted in connection with the construction of the Project or the Developer's development of its Property in the District. The obligations of the Developer in this paragraph 3 shall survive the termination of this Agreement.

D. Warranty of Workmanship and Materials. The Developer at the time of transfer and for the period described in paragraph 2 of Subsection G of this Section 1 shall warrant to the City and the Applicable Government that the improvements have been constructed in accordance with the plans and specifications therefor which are listed on Exhibit C hereof, and all amendments and addenda thereto which have been approved by the City and any other Applicable Government. The City shall not be required to make a payment for any Subproject unless final construction drawings and specifications for that Subproject have been submitted to the City and the City and any other Applicable Government, in their sole discretion, have approved such final construction drawings and specifications and any amendments and addenda

thereto, and unless that Subproject is constructed in strict accordance with such approved final construction drawings and specifications and any approved amendments and addenda thereto.

E. **Work Specifications.** In addition to the plans and specifications described in Exhibit C, the construction work performed pursuant to this Agreement is subject to the following additional specifications:

1. The current edition of the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements, City of Las Vegas Area, Nevada, as modified by the Developer with the City's approval (the "Standard Specifications") and the Uniform Standard Drawing for Public Works' Construction, City of Las Vegas Area, Nevada, as modified by the Developer with the City's approval (the "Standard Drawings"). (Standard Specifications and Standard Drawings are on file in the office of the Department of Public Works and may be examined there without charge. The Standard Specifications may be purchased from the Regional Transportation Commission, 600 South Grand Central Parkway, Suite 350, Las Vegas, Nevada 89106);

2. The Supplemental Conditions which are attached hereto as Exhibit D.

F. **Compliance With Law.** Pursuant to NRS § 271.710(1), the Board need not comply with the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements, including, without limitation, chapters 332, 338 and 339 of NRS except that NRS §§ 338.010 to 338.090, inclusive, shall apply to any construction work to be performed under any contract relating to the District after the execution of this Agreement. A copy of the prevailing wage acts for public works in the State for the City is attached as Exhibit E to this Agreement. The Developer agrees that neither it nor any subcontractor will pay less than the prevailing wage for any work performed under this Agreement after the execution of this Agreement. The Developer is responsible for providing the City and the State Labor Commission with all information required by NRS 338.010 to NRS 338.090, and is otherwise responsible for all compliance requirements set forth in those provisions of NRS.

G. **Cost Estimates; Bonds; Guarantee of Work.**

1. At the time of commencement of construction of any Subproject, the Developer shall furnish the City with an updated estimate of the cost of constructing

such Subproject, in form and substance satisfactory to the City. In addition, at the time of any contract or change orders is executed in connection with the construction of any Subproject, if, as result thereof, the estimate of the cost of the Subproject previously furnished increases, the Developer shall furnish the City with another updated estimate of such cost, in form and substance satisfactory to the City. If the updated estimated cost of that Subproject exceeds the smaller of (i) the price of that Subproject as shown in Exhibit B plus any allocation of Bond proceeds available therefor because of a cost underrun on another Subproject or (ii) the amount of the proceeds of the Bonds available to pay the cost of that completed Subproject, as reasonably determined by the City taking into account any allocation of such Bond proceeds to other Subprojects and other costs, the Developer shall furnish to the City a performance bond and a payment bond in an amount equal to the amount of such excess at the time such estimate is furnished to the City. Those bonds shall remain in effect until acceptance of that Subproject by the Applicable Government.

2. The Developer shall remedy any defects in any Subproject and pay for any damage to other work resulting therefrom, which appears within one year of the transfer of the Subproject to the Applicable Government or such longer period as is required by the Applicable Government (if other than the City). Guarantee bonds provided by the Developer or its contractors in the amount of 100% of the price to be paid by the City for each Subproject shall be provided to the City or the other Applicable Government at the time of acceptance of a Subproject which will be in effect for not less than one year after all Subprojects in the Project have been accepted, i.e., until one year after the final completion and acceptance of the Subproject which is accepted by the City on the latest date (the "Final Completion Date"). The guarantee bonds must guarantee quality of the workmanship and materials used in the Project and that the work meets the plans and specifications and warranties the quality thereof.

H. **Payments for Construction Project.** The City shall pay to the Developer for each Subproject 100% of the purchase price of that Subproject as is listed in Exhibit B at the time of the later of acceptance of that Subproject by the Applicable Government or transfer of title to that Subproject to the Applicable Government, provided that the City shall be obligated to pay such purchase price solely from the available proceeds of the Bonds to be hereafter issued by

the City, if any, and at no time shall the aggregate amount paid by the City to the Developer pursuant to this Agreement exceed the reasonable actual costs to the Developer of the Subprojects theretofore accepted and then being accepted, as determined by the City with reference to its prior experience with similar types of construction or otherwise. If the reasonable actual costs of a Subproject as approved by the City exceeds the price therefor as listed in Exhibit B, the City shall not be obligated to pay such difference unless and only to the extent that Bond proceeds are available to pay such excess because the Incidental Expenses (as defined in Section 1.3) are less than the aggregate stated in Section 1.3, or the price paid for another Subproject that has already been completed, accepted and paid for by the City is less than the price listed for that Subproject as listed on Exhibit B or any combination of such factors. The City is not obligated to expend any City money except available proceeds of Bonds.

I. Default In Construction Obligations Of Developer. In the event the Developer does not build any Subproject in accordance with the approved plans and specifications or is late in completing any Subproject, the City may, at its option, proceed to build, complete, or rebuild as necessary that Subproject so that when completed that Subproject will be constructed in accordance with the plans and specifications. The City may apply the proceeds of the Bonds and amounts derived from any payment, performance or guarantee bond applicable to the Project to the costs of such building, completing or rebuilding of such Subproject. If these amounts are insufficient, the City shall make demand on the Developer to pay the amount of the insufficiency and the Developer shall immediately pay the City the amount of the insufficiency. For the purpose of this Subsection I, except as provided in the succeeding sentence, the Developer will be treated as being late in completing a part of the Project if either: (i) that part of the Project has not been completed within the earlier of 12 months after a lot is sold in the District to a person who intends to use the lot for his or her residence, which lot is to be served by the incomplete improvement, or 18 months of the date a final subdivision map is recorded for any property in the District which subdivision map requires the completion of the incomplete improvement; or (ii) that part of the Project has not been completed by the date on which completion thereof was required in any permit issued by any governmental agency (including the City) to the Developer or any other owner or developer of property in the District, taking into account any extension of time for completion granted by the permitting agency. Notwithstanding the foregoing, the Developer shall not be deemed late in

completing any Subproject under clause (ii) above to the extent that construction thereof is delayed as a result of occurrences beyond the control and without the fault or negligence of the Developer, including, without limitation, fire, earthquake, flood and other out-of-the ordinary actions of the elements, enemy invasion, war, insurrection, acts of terrorism, sabotage, laws or orders of governmental, civil or military authorities, strikes, work stoppages, governmental restrictions and moratoria, riot, civil commotion and unavoidable casualty, provided that the completion date under the permit is extended. In the event the Developer is delayed by such occurrences, the time within which the Developer must complete such Subproject shall be extended by a reasonable period of time not less than the actual number of days that the Developer was delayed as a result of such occurrences, but in any event, not more than the period of time for which the completion date under the permit is extended.

J. Cost Overruns. The Developer is responsible for the payment of and agrees to pay all costs of construction which exceed the amount available for that purpose from the proceeds of Bonds. It is presently estimated by the Developer that the Developer will be required to pay approximately \$11,833,869 pursuant to this Subsection.

K. Cost Underruns. In the event all of the Project is complete and accepted and there remain unexpended proceeds of the Bonds (including interest earned on such proceeds) which were to be used for expenses in connection with the Project, and are not needed for any Project, assessment or Bond related purposes (including cost overruns on non-construction costs as provided in Section 1.3), as determined by the City, the City and the Developer may, by agreement, amend the Project to include any other Subprojects eligible for financing under Chapter 271 of NRS and the City's guidelines that benefit the property assessed in the District and such unexpended Bond proceeds may be expended on such additional Subprojects. If no such amendment is made or if after such an amendment, there still remains unexpended Bond proceeds, these unexpended proceeds shall be applied to redeem Bonds at such times as are determined by the City.

1.2 Oversizing.

A. Water Line Oversizing. The City shall not pay under this Agreement for any oversizing of water lines, the cost of which is to be reimbursed to the Developer by the City or LVVWD under any agreements with the Developer or otherwise, and the Developer agrees

not to include any such oversizing in its cost estimates or final costs for the Project or any Subproject.

B. Sewer Line Oversizing. The City shall not pay under this Agreement for any oversizing of sewer lines, the cost of which is to be reimbursed to the Developer by the City under any agreements with the Developer or otherwise, and the Developer agrees not to include any such costs in its cost estimates or in final costs of the Project or any Subproject.

1.3 Incidental Expenses.

The Developer and the City shall be entitled to be reimbursed for their incidental expenses ("Incidental Expenses") as follows:

A. Developer Incidental Expenses. The Developer shall be entitled to be reimbursed from Bond proceeds for the actual costs of the following estimated Incidental Expenses incurred and paid by the Developer, up to an amount of not exceeding \$552,650 (unless additional amounts are available from cost underruns on particular Subprojects or the City's Incidental Expenses): appraisal and absorption study (estimated at \$52,650); legal expenses (estimated at \$150,000); and the deposit of \$350,000 made by the Developer for the City's costs. The City will, upon presentation of evidence of payment of the foregoing expenses by the Developer and approval thereof by the City, pay to the Developer the cost incurred, but only from the available proceeds of the Bonds.

B. City Incidental Expenses. The City shall be entitled to pay the following Incidental Expenses directly from the proceeds of the Bonds and the deposit of \$350,000 made by the Developer for City costs, and any other monies provided to the City by the Developer for that purpose: (1) the cost of funding a reserve fund in the amount provided in Ordinance of the City authorizing the Bonds (the "Bond Ordinance") (estimated at \$5,114,238); (2) the cost of funding not more than fourteen months' capitalized interest (estimated at \$4,386,733); (3) the fees and expenses of the assessment engineer (estimated to be \$500,000); (4) the City's cost of issuing the Bonds, which is estimated to be \$1,058,388 and which includes the estimated fees and expenses of bond counsel (\$90,000), financial consultant (\$30,000), trustee (\$3,000), the estimated cost of official statement printing and mailing (\$15,000), the other costs listed in the purchase contract for the Bonds to be paid by the City including the estimated underwriter's discount (\$907,638 including underwriter's counsel and DTC/CUSIP fees), trustee (\$3,000), and the City's other actual expenses in connection with the issuance of the Bonds

(estimated at \$12,750); (5) the cost of forming the District and of publications and notices (estimated at \$3,000); (6) the estimated costs of City inspections \$1,700,000; and (7) the estimated amount of the City's other costs of creating the District and administering the acquisition and construction of the Project, including legal expenses (\$521,650). If the deposit made by the Developer for City costs and the available Bond proceeds are not sufficient to pay the City's Incidental Expenses, the Developer shall, at the request of the City, pay the amounts needed.

C. **Excess.** If Incidental Expenses are less than the aggregate stated in this Section, the Bond proceeds remaining after payment of the Incidental Expenses may be used for costs of the Project.

1.4 **Method of Payment.** Payments made to the Developer, whether for the cost of a Subproject or for reimbursement of Incidental Expenses (as described in § 1.3.A.), shall be made only on execution of a request for such payment signed by the Developer in the form attached as Exhibit F, by check or draft made out to the party designated in and mailed as provided in the form attached as Exhibit F. Unless the City agrees to a smaller amount, the Developer agrees to not request a payment in an amount of less than \$200,000.

1.5 **City Authorized to Pay.** The City is authorized to directly pay all expenses listed in Section 1.3.B., without further authorization from the Developer, and shall provide to the Developer, at its request, with a copy of any invoice received with respect to those costs, or in the case of internal costs, other evidence of those costs.

ARTICLE 2. ASSESSMENTS.

2.1 **Procedure.** The Developer agrees that the City may proceed to order that the Project be acquired, constructed, and improved, issue the Bonds and otherwise finance the cost of the Project and levy assessments without complying with the provisions of NRS §§ 271.305 to 271.320, inclusive, 271.330 to 271.345, inclusive, 271.380 and 271.385 and the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements including without limitation chapters 332, 338 and 339 of NRS except as otherwise specifically provided in NRS 271.710. The Developer agrees that the Board may create the District, levy assessments and for all other purposes relating to the District proceed pursuant to the provisions of NRS 271.710 and NRS 271.720.

2.2 Financing. The City agrees to proceed with the financing of the improvements by levying assessments against the property in the District and issuing Bonds in the manner described herein, and in the proposed forms of City documents, all of which are listed on Exhibit G and are on file with the City Clerk (the "City Documents"). The City has not agreed to pay the Bonds from the sources named in NRS § 271.495.

2.3 Assessed Property, Assessment Roll. The City will levy assessments against all the property in the District as provided in the ordinance levying the assessments (the "Assessment Ordinance"), and the amount of the assessments against each parcel of property in the District will be the amount listed in the assessment roll attached hereto as Exhibit H.

2.4 Assessment Installments. Pursuant to NRS § 271.405(2), the Developer hereby elects to pay the assessments against its Property in installments, with interest thereon as provided in the Assessment Ordinance. The Developer waives the right to pay the whole assessment within 30 days after the effective date of the Assessment Ordinance.

2.5 Interest Rate. The interest rate on the assessments will be a fixed interest rate which will be fixed by the City at a rate that is one percentage point above the highest interest rate on any of the Bonds. Any interest received that is not used to pay the principal and interest on the Bonds will be used to pay the reasonable administrative and other expenses of the City in connection with the Bonds, the assessments and the Project. The interest rate on the Bonds shall not exceed by more than three percent the Index of Twenty Bonds which was most recently published before the bids are received or the negotiated offer is accepted.

2.6 Interest Rate; Installment Due Dates. Assessment installments shall bear interest at the rate specified as provided in Section 2.5 hereof from the effective date of the Assessment Ordinance until paid in full. One assessment principal installment of \$5,000 shall be due from the Developer on April 1, 2005 and shall be credited against the assessment due on such portion of the Property as specified by the Developer. Two semi-annual interest payments shall be due on October 1, 2004 and April 1, 2005 (provided that there shall be credited against such installments of interest the amount of capitalized interest available to pay the next installment of interest on the Bonds). Thirty-eight fully amortized assessment installments of principal and interest will be due semi-annually on April 1 and October 1 of each year, commencing on October 1, 2005 and ending on April 1, 2024. The City may, in connection with a refunding of the Bonds, change the assessment amortization, installment dates and payments

and any other terms of the assessments permitted to be changed pursuant to NRS 271.488, in the manner provided in NRS 271.488.

2.7 Bond Reserve.

A. **Bond Reserve Defined.** A reserve fund (the "Bond Reserve") in the amount of the combined maximum annual principal and interest coming due on the assessments in any one year, or if smaller, such percentage thereof which equals the lesser of (i) the maximum amount of principal and interest due on the Bonds in any year or (ii) the maximum amount permitted to be funded with the proceeds of the Bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Tax Code") (the "Reserve Requirement"), will be created with the proceeds of the Bonds. The Bond Reserve will be used as additional security for the Bonds to pay any principal and interest on the Bonds when due, if the payments of the assessment installments are insufficient for that purpose.

B. **Application Of Interest Income and Other Excess Amounts.** All amounts in the Bond Reserve in excess of the Reserve Requirement, derived from interest earned on amounts in the Bond Reserve or otherwise shall be applied in the manner described in the Bond Ordinance.

C. **Use For Other Purposes.** This section does not entitle property owners or any other person to a refund of amounts in the Bond Reserve and, notwithstanding anything in this Agreement to the contrary, the City is authorized to use amounts in the Bond Reserve for other purposes in connection with any refunding of the Bonds even if it reduces or eliminates any refunds that might otherwise be available to the property owners.

2.8 Waiver. The Developer agrees: (i) that all of the Property owned by it in the District is benefitted by the improvements proposed to be acquired and constructed in the District by an amount at least equal to the amount proposed to be assessed against those properties listed in the assessment roll attached as Exhibit H; and (ii) that the City may assess the Property in the amounts listed in the assessment roll. The Developer waives any and all formalities required by the laws of the United States and the State in order to impose such assessments. The Developer consents and agrees to the assessments listed in the assessment roll for the Property and agrees that, provided the Bonds are issued, those assessments must be paid regardless of whether any or all of the Project proposed to be constructed as described herein is in fact constructed or any provisions of Article 3 hereof are followed and agrees that the City may proceed to collect and

enforce the assessments in the manner described herein and in the City Documents regardless of whether the Developer completes the acquisition or construction of the Project or complies with Article 3 hereof. The Developer waives all powers, privileges, immunities and rights as against the City or the District arising from or following from irregularities or defects, if any, occurring in connection with or ensuing from the actions, proceedings, matters and things heretofore taken or hereafter to be taken, had and done by the City, the Board and the officers of the City (including, without limitation, the proper description of all Property which the Developer may own within the District and the giving of proper notice of the proceedings relating to the District) concerning the creation of the District and the levying of special assessments to meet the cost and expenses of the Project in the District. The Developer consents and agrees to be bound and consents and agrees that all Property in the District owned by the Developer be bound and be subject to the assessment lien as thoroughly and effectively as if all actions, proceedings, notices, matters and things had been taken and done free from irregularities. The Developer also represents and warrants that the market value of each parcel owned by it in the District on the date of execution hereof and the date the assessments are levied exceeds the amount of the assessment proposed to be made against each such parcel.

ARTICLE 3. MISCELLANEOUS.

3.1 Federal Tax Covenant. The Developer covenants that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Developer or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under § 103 of the Tax Code; or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in § 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under § 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect until the date on which all obligations of the City in fulfilling the tax covenant contained in the Bond Ordinance have been met.

3.2 City Documents. The Developer agrees to all provisions of the City Documents in the proposed form thereof on file with the City Clerk as of the date hereof. Any changes to or additions to the City Documents must be approved by the City and the Developer. This section

does not require Developer approval of change in the City Documents if the Developer's aggregate land holdings in the District consist of land on which there are unpaid assessments which represent at the time of the change in the City Documents less than 40% of the aggregate unpaid assessments in the District.

3.3 Permits. The Developer hereby represents and warrants to the best of its knowledge after reasonable investigation that it has all governmental or other permits required to proceed with development of its Property and the Project and has paid all fees relating thereto and any other fees owing with respect to the Project, except as listed in Exhibit I. The Developer covenants that it will obtain those permits it does not now have and pay all fees due. There is no impediment, to the Developer's knowledge, to proceeding with the Project to completion and proceeding with the development of the land owned by the Developer in the District.

3.4 Permitted Investments. Any funds invested by the City under this Agreement may be invested in any investment that would be lawful for the City under the provisions of Chapter 355 and 356 of NRS.

3.5 Indemnification; Insurance.

A. Indemnification To City. The Developer agrees to protect, indemnify, defend and hold the City, its officers, employees and agents and each of them (the "Indemnitees") harmless from and against any and all claims, liabilities, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs (collectively, the "Losses", and each a "Loss") which any of the Indemnitees may suffer or which may be sought against or recovered or obtained from any of the Indemnitees as a result of or by reason of or arising out of or in consequence of: (i) the acquisition, construction or financing of the improvements acquired by the City pursuant to this Agreement; (ii) any environmental or hazardous waste conditions (a) which existed on any of the property interests transferred to the City at any time prior to final acceptance of the Project by the City or which was caused by the Developer or the acquisition of any property or interest in property pursuant to this Agreement or (b) which existed on any of the property which is assessed at any time while the Developer owned the property or which was caused by the Developer, provided, with respect to both clauses (a) and (b) hereof said condition was not caused by the deliberate, reckless or negligent action of the City; or (iii) any act or omission negligent or otherwise of the Developer or any of its subcontractors, agents or anyone who is directly employed by or acting in

connection with the Developer or any of its subcontractors, or agents, in connection with the Project. This Section 3.5 is not intended and shall not be construed to be a warranty of the construction, workmanship or of the materials or equipment incorporated in the Project; it being agreed that Developer's only warranty of such matters to the City is as stated in Section 1.1.

B. Defense of Suits. Any Indemnitee making a claim for indemnification under this Section shall notify the Developer of the claim in writing promptly after receiving written notice of any action, lawsuit, proceeding or investigation (a "Proceeding") against it by a third party, describing the claim, the amount thereof (if known and quantifiable) and the basis thereof. It is expressly agreed that the Developer shall, at its sole cost and expense, defend the Indemnitee against the Losses in such Proceeding and in the event that the Developer fails to do so, the Indemnitee shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including reasonable attorney's fees and court costs required to adequately defend the Indemnitee to the Developer; provided, however, the Indemnitee shall obtain the prior written consent of the Developer before entering into any settlement of the Losses, which consent shall not be unreasonably withheld or delayed.

C. Exception. No indemnification is required to be paid by the Developer for any claim, loss or expense arising from the willful misconduct or gross negligence of the City or its officers or employees.

D. Survival. The provisions of this section shall survive the termination of this Agreement. This indemnification provision shall not revive any claim of or extend any statute of limitations which has run against any third party or extend the period of any obligation of the Developer expressly set forth in this Agreement.

E. Insurance.

1. The Developer shall procure and maintain during the course of this agreement, general liability, auto liability, property, and other insurance as necessary to meet the financial obligations and liability of Developer assumed in this section. Said policies shall include coverage limits of not less than \$2,000,000 per occurrence. The City shall be added as an additional insured on all policies and certificates of insurance and endorsements for each insurance policy signed by a person authorized by the insured to bind coverage and shall be provided to the City prior to any work occurring after the execution of this Agreement.

2. The Developer shall also procure and maintain workers compensation insurance on each of its employees in accordance with the laws of the State and shall require that all persons with whom it contracts to perform any work in connection with the Project also procure and maintain that insurance for each person employed to perform work on or services for the Project.

3. All contracts entered into by the Developer for the completion of work or professional services required pursuant to this Agreement shall contain indemnification and insurance clauses to protect the City's interest. Said coverages shall meet or exceed City "Minimum Standards" as required in the design and construction agreements as if contracts were entered into directly with City. A copy of such City "Minimum Standards" may be obtained from the Regional Transportation Commission.

3.6 No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to make any person who is not a party to this Agreement, including, without limitation, the subsequent owners of property assessed, the general public or any member thereof, a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit pursuant to this Agreement for any reason, including, without limitation, any suit for personal injuries or property damage, except that the Applicable Governments are beneficiaries of the provisions hereof that specifically provide Developer obligations to those Applicable Governments.

3.7 No Guarantee of Water or Sewer Capacity. Nothing in this Agreement or any other document involving the District, nor the installation by way of the District of, or the assessment of the property within the District for, the water and sewage facilities shall be taken as a guarantee, promise or representation that water or sewage treatment capacity will be made available to the property in the District.

3.8 Continuing Disclosure. The City and the Developer agree to execute a continuing disclosure agreement or certificate in a mutually acceptable form prior to the issuance of the Bonds obligating each party to make certain disclosures on an ongoing basis as required under Rule 15c2-12 of the United States Securities Exchange Commission. If the parties are unable to agree on a form of agreement or certificate, the Bonds will not be issued unless they qualify for an exemption from Rule 15c2-12.

3.9 Successors; Assignments. This Agreement shall be binding upon and inure to the benefit of each of the City and the Developer and its respective successors and assigns. No assignment of this Agreement or any right or obligation hereunder by either party hereto shall be valid unless the other party hereto consents to such assignment in writing.

3.10 Inspection of Books. The City will permit the Developer to inspect its books and records pertaining to the District, including but not limited to, information relating to bond principal outstanding, interest disbursements, and balances of funds held by the office of the City Treasurer.

3.11 Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement of the parties hereto, but nothing in this agreement affects the Deposit Agreement and the Development Agreement between the City and the Developer dated March 17, 2004 (the "Development Agreement"). This Agreement may be modified by the parties hereto but only by a written instrument signed and acknowledged by each party and recorded with the County Recorder of Clark County, Nevada.

3.12 Further Assurances. The Developer and the City agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the other party its rights, powers, and remedies hereunder. The Developer shall execute all consents, certificates and other documents which the City or bond underwriter reasonably request in connection with the sale of the Bonds.

3.13 Obligations of Developer. The obligations of the Developer under Articles 1 and 3 hereof are unsecured obligations of the Developer upon which the Developer is personally liable. The obligations to pay assessments in Article 2 pertain only to the land owned by the Developer in the District and are not personal obligations of the Developer.

3.14 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the CITY:

City of Las Vegas, Nevada
c/o City Manager
400 Stewart Avenue, 10th Floor
Las Vegas, Nevada 89101

If to the DEVELOPER:

Cliffs Edge, LLC
c/o Focus Commercial Group, Inc.
3455 Cliff Shadows Pkwy., Suite 220
Las Vegas, Nevada 89129

If any notice hereunder is given to the City, a copy shall be forwarded by first class mail, postage prepaid, to the City's Director of Public Works, Chief Financial Officer and City Counsel at:

Director of Public Works
City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

City Treasurer
City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

and

City Attorney
City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

If notice hereunder is given to the Developer, a copy should be forwarded by first-class mail, postage prepaid, to the Developer's counsel as follows:

Pillsbury Winthrop LLP
10250 Constellation Boulevard, 21st Floor
Los Angeles, California 90067
Attn: Lewis G. Feldman

3.15 No Waivers. No failure or delay on the part of either party in enforcing any provision shall operate as a waiver thereof, nor shall any single or partial enforcement of any provision hereof preclude any other or further enforcement or the exercise of any other right, power or remedy that either party may have.

3.16 Attorneys' Fees. If the City incurs attorneys' fees or expenses or any other fees and expenses in connection with the actual or overtly threatened breach by the Developer of any

provision hereof or in enforcing the provisions hereof, the City shall be entitled to recover such fees and expenses from the Developer.

3.17 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the City and Developer agrees to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

3.18 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

3.19 No City Obligation. Nothing herein obligates the City to expend any money other than funds derived from the sale of the Bonds and amounts received from the investment thereof, amounts received under the Deposit Agreement, and receipts from the assessments made against the property in the District. Nothing herein obligates the City to issue the Bonds; however, the obligations of the Developer hereunder (except as provided in the following sentence) are contingent on the issuance of the Bonds by the City. If the Bonds are not issued by December 1, 2004 for any reason, this Agreement may be terminated by either party, but the Developer shall be responsible for payment of all of the costs incurred by Developer and by the City prior to that date. The amount of such costs incurred by the City shall not be contestable or appealable, absent fraud or gross abuse of discretion. The Developer shall pay to the City the costs submitted in the City's statement within thirty (30) days after receiving notice of the amount of the costs.

3.20 Termination Date. Except as otherwise provided in Sections 1.1C3, 3.1 and 3.5 hereof, this Agreement shall be in effect from the date and year first mentioned above until the later of: (i) the date all of the Bonds and all bonds issued to refund any of the Bonds (including through a series of refundings) have been retired; or (ii) the date on which all of the assessments against the Property have been paid in full.

3.21 Counterparts. This Agreement may be executed on one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

3.22 Recordation. After this Agreement is executed in full, the City shall, within ten (10) working days, record this Agreement in the office of the City Recorder, after which this Agreement:

A. Is a binding obligation on all subsequent owners of the Property in the District pursuant to the terms hereof;

B. Is not extinguished by the sale of any Property on account of nonpayment of general taxes or any other sale of such Property; and

C. Is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessment and general taxes.

3.23 Conveyance Restriction. The Developer agrees not to convey any parcel, lot or real property interest in the Property to any party until after this Agreement has been recorded in the office of the City Recorder.

3.24 Disclosure to Transferee. The Developer agrees to inform any transferee of the Property of the existence of this Agreement and the assessments and to obtain from any transferee who is known to the Developer to be acquiring a lot for development and resale a covenant to make a similar disclosure to any subsequent transferee. A form disclosure statement, which the Developer agrees to use commercially reasonable efforts to have completed and signed by all purchasers of the Property hereto is attached as Exhibit J.

3.25 Execution Authorization. The persons executing this Agreement hereby state and acknowledge that they are authorized and empowered to do so on behalf of the party so designated.

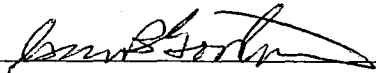
3.26 Construction; Time.

A. The language of this Agreement shall be construed as a whole according to its fair meaning and intent and not strictly for or against any party. Both parties were represented by counsel in the negotiation of this Agreement, and this Agreement shall be deemed to have been drafted by both of the parties.

B. Time is of the essence of this Agreement and all terms, provisions, covenants, and conditions hereof.

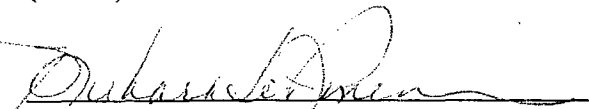
IN WITNESS WHEREOF the City and the Developer have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA



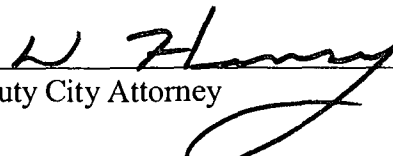
Mayor

(SEAL)



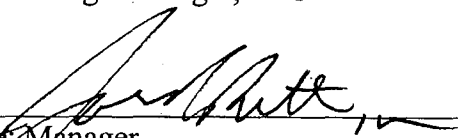
City Clerk

Approved as to Form:



Deputy City Attorney

CLIFFS EDGE, LLC
By Holdings Manager, LLC

By: 

Title: Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on April 9, 2004, by Oscar B. Goodman, as Mayor of the City of Las Vegas, Nevada.

WITNESS my hand and official seal.

(NOTARY SEAL) Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Beverly K. Bridges
Notary Public for the State of Nevada

This instrument was acknowledged before me on April 9, 2004, by Barbara Jo Ronemus, as City Clerk, City of Las Vegas, Nevada.

WITNESS my hand and official seal.

(NOTARY SEAL) Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005

Beverly K. Bridges
Notary Public for the State of Nevada

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on March 24, 2004 by John A. Ritter as Manager of Holdings Manager, LLC, a Nevada limited liability company, which is Manager of Cliffs Edge, LLC, a Nevada limited liability company.

WITNESS my hand and official seal.

Amanda Dalton

Notary Public

(NOTARY SEAL)

My commission expires:

3/22/2006

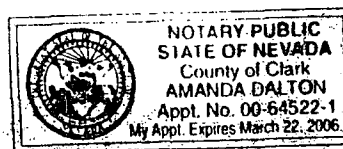
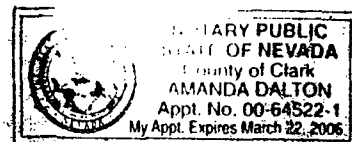


Exhibit A
Developer Property Description

Legal Description

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1: POD 113

The West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 113

The East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 3: POD 113

The West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.B. & M.

PARCEL 4: POD 113

The East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 114

The West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 114

The East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 114

The Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$); Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 115

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.B.&M.

PARCEL 3: POD 115

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.B.&M.

PARCEL 4: POD 115

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.B.&M.

EXCEPTING THEREFROM the North Thirty feet (30.00') and the West Thirty feet (30.00') together with that certain spandrel area in the Northwest Corner thereof as conveyed to Clark County by Deed recorded April 8, 1977, in Book 726 as Document No. 685008, of Official Records.

PARCEL 5: POD 115

The East Half (E ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.B. & M.

PARCEL 6: POD 115

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 7: POD 115

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B. & M., Clark County, Nevada.

PARCEL 1: POD 116

The East Half (E ½) of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼); The West Half (W ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼); and The East Half (E ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 116

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 116

The West Half (W ½) of the East Half (E ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B. & M.

PARCEL 4: POD 116

The East Half (E ½) of the East Half (E ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 1: POD 117

The West Half (W ½) of the West Half (W ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 117

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 117

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 4: POD 117

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B. & M.

PARCEL 1: POD 118

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 118

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 24, Township 19 South, Range 59 East, M.D.B.&M.

PARCEL 3: POD 118

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼); The Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼); The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 119

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 119

The East Half (E ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 119

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼); and The West Half (W ½) of the West Half (W ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 121A

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 24, Township 19 South, Range 59 East, M.D.B.&M.

PARCEL 1: POD 122

The East Half (E ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 122

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 24, Township 19 South, Range 59 East, M.D.B.&M.

PARCEL 4: POD 122

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 123

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 123

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 123

The Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 4: POD 123

The Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼); and The East Half (E ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 5: POD 123A

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 6: POD 123A

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 7: POD 123A

The North Half (N ½) of the West Half (W ½) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 24, Township 19 South, Range 59 East, M.D.B.&M.

Excepting the North Forty (40) feet and the West Thirty (30) feet together with the spandrel area in the Northwest Corner of said land as conveyed to Clark County on May 22, 1979 in Book 1059 as Document No. 1018737 of Official Records, Clark County, Nevada Records.

Being Lot One (1) as shown on Certificate of Land Division LD No. 51-79 recorded May 22, 1979 in Book 1059 as Document No. 1018736, Official Records.

PARCEL 1: POD 125

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 125

The East Half (E ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 3: POD 125

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 201

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 201

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 4: POD 201

The East Half (E ½) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 1: POD 203

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 203

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 203

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 4: POD 203

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 1: POD 207

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 207

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 207

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 4: POD 207

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 5: POD 207

The Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 6: POD 207

The Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 208

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 208

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 3: POD 208

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.B. & M, Clark County Nevada.

PARCEL 4: POD 208

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 209

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 209

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼); The Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼); The South Half (S ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 211

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 211

The North Half (N ½) of the West Half (W ½) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 211

The South Half (S ½) of the West Half (W ½) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 4: POD 211

The East Half (E ½) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 5: POD 211

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 6: POD 211

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 212

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 212

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 212

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼); and The Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 301

The Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 301

The East Half (E ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 3: POD 301

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 1: POD 303

The Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 303

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 303

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 4: POD 303

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 5: POD 303

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 6: POD 303

The Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 1: POD 305

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 305

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.B.&M.

PARCEL 3: POD 305

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.B.&M.

PARCEL 4: POD 305

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.B.&M.

PARCEL 1: POD 307

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 307

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 307

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

PARCEL 4: POD 307

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 3: POD 308

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

Excepting therefrom that portion of said land as conveyed to the County of Clark by deed recorded January 7, 1999 in Book 990107 as Document No. 01465 of Official Records, Clark County, Nevada.

PARCEL 7: POD 308

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 5: POD 309

The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.B. & M.

Excepting therefrom all that land as conveyed to Clark County by Grant, Bargain, Sale Deed recorded May 14, 1981 in Book 1400 as Document No. 1359969 of Official Records, Clark County, Nevada.

Being further described as Lot One (1) of Certificate of Land Division No. LD 66-81, recorded May 14, 1981 in Book 1400 as Document No. 1359968, Official Records.

PARCEL 6: POD 309

The Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.B. & M.

Excepting therefrom all that land as conveyed to Clark County by Grant, Bargain, Sale Deed recorded May 14, 1981 in Book 1400 as Document No. 1359969 of Official Records, Clark County, Nevada.

Being further described as Lot Two (2) of Certificate of Land Division No. LD 66-81, recorded May 14, 1981 in Book 1400 as Document No. 1359968, Official Records.

PARCEL 7: POD 309

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 8: POD 309

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.B. & M.

PARCEL 9: POD 309

The East Half (E ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 19 South, Range 59 East, M.D.M.

Exhibit B

Subproject Description, Purchase Prices, and Estimated Completion Dates

Project No.	Project Name	Total Cost	Estimated Completion Date
1.1	Off-Site Storm Drain Kyle Canyon Detention Basin to Puli Road	\$774,812.50	June 2004
1.2	On-Site Storm Drain Alpine Ridge Way and Severance Lane from Farm Road to Egan Crest Way	\$542,052.50	June 2005
1.3	On-Site Storm Drain The Paseo from Shaumber Road to Egan Crest Way	\$628,958.00	April 2005
2.1	Off-Site Sanitary Sewer Severance Lane from Hualapai Way to Grand Canyon Drive	\$210,749.51	September 2004
2.2	Off-Site Sanitary Sewer Elkhorn Road from Hualapai Way to Grand Canyon Drive	\$372,292.03	September 2004
2.3	Off-Site Sanitary Sewer Deer Springs Way from Hualapai Way to Tee Pee Lane	\$472,777.47	September 2004
2.4	Off-Site Sanitary Sewer Centennial Parkway from Shaumber Road to Park Street	\$1,038,391.27	October 2004
2.5	Sanitary Sewer Centennial Parkway from Puli Road to the Western Beltway	\$346,496.15	January 2005
2.6	Sanitary Sewer: Deer Springs Way from Shaumber Road to Hualapai Way	\$436,931.00	July 2005
2.7	Sanitary Sewer Dorrell Lane from Shaumber Road to Hualapai Way	\$527,125.50	February 2005
2.8	Sanitary Sewer Elkhorn Road from 1600' West of Egan Crest Way to Hualapai Way	\$344,396.25	December 2004
2.9	Sanitary Sewer Farm Road from Shaumber Road to Hualapai Way	\$706,072.40	December 2005
2.10	Sanitary Sewer Grand Teton Drive from Puli Road to Hualapai Way	\$669,438.00	February 2005
3.1A	Roadway Improvements Centennial Parkway from Puli Road to the Western Beltway	\$502,937.44	April 2006
3.1B	Streetlights Centennial Parkway from Puli Road to the Western Beltway	\$133,495.45	March 2006
3.2A	Roadway Improvements Dorrell Lane from Puli Road to Hualapai Way	\$1,540,213.40	March 2006

Project No.	Project Name	Total Cost	Estimated Completion Date
3.2B	Streetlights Dorrell Lane from Puli Road to Hualapai Way	\$565,328.50	May 2006
3.2C	Final Paving Dorrell Lane from Puli Road to Hualapai Way	\$171,005.74	July 2006
3.3A	Roadway Improvements Elkhorn Road from Egan Crest Way to Hualapai Way	\$641,506.80	January 2006
3.3B	Streetlights Elkhorn Road from Egan Crest Way to Hualapai Way	\$141,072.80	March 2006
3.3C	Final Paving Elkhorn Road from Egan Crest Way to Hualapai Way	\$44,145.46	June 2006
3.4A	Roadway Improvements Farm Road from Puli Road to Hualapai Way	\$1,377,597.65	May 2006
3.4B	Streetlights Farm Road from Puli Road to Hualapai Way	\$565,328.50	July 2006
3.4C	Final Paving Farm Road from Puli Road to Hualapai Way	\$171,005.74	September 2006
3.5A	Roadway Improvements Grand Teton Drive from Puli Road to Hualapai Way	\$2,162,655.64	September 2006
3.5B	Streetlights Grand Teton Drive from Puli Road to Hualapai Way	\$389,620.00	November 2006
3.6A	Roadway Improvements Puli Road from Centennial Parkway to Grand Teton Drive	\$2,132,354.84	October 2006
3.6B	Streetlights Puli Road from Centennial Parkway to Grand Teton Drive	\$1,116,995.00	December 2006
3.7A	Roadway Improvements Shaumber Road from Centennial Parkway to Grand Teton Drive	\$2,729,079.38	April 2006
3.7B	Streetlights Shaumber Road from Centennial Parkway to Grand Teton Drive	\$1,099,538.00	June 2006
3.7C	Final Paving Shaumber Road from Centennial Parkway to Grand Teton Drive	\$321,816.00	August 2006
3.8A	Roadway Improvements Egan Crest Way from Dorrell Lane to Grand Teton Drive	\$2,042,247.63	April 2006
3.8B	Streetlights Egan Crest Way from Dorrell Lane to Grand Teton Drive	\$1,084,864.00	June 2006
3.8C	Final Paving Egan Crest Way from Dorrell Lane to Grand Teton Drive	\$212,327.72	September 2006

Project No.	Project Name	Total Cost	Estimated Completion Date
3.9A	Roadway Improvements Hualapai Way from the Western Beltway to Grand Teton Drive	\$3,667,714.44	February 2006
3.9B	Streetlights Hualapai Way from the Western Beltway to Grand Teton Drive	\$1,219,713.00	April 2006
3.9C	Final Paving Hualapai Way from the Western Beltway to Grand Teton Drive	\$338,134.50	June 2006
4.1	On-Site 3090 Water Main Egan Crest Way from Grand Teton Drive to Dorrell Lane	\$448,341.30	July 2005
4.2	On-Site 3090 Water Main Grand Teton Drive from Pressure Zone Boundary to Hualapai Way	\$207,055.20	October 2005
4.3	On-Site 3090 Water Main Farm Road from Pressure Zone Boundary to Hualapai Way	\$229,597.50	August 2005
4.4	On-Site 3090 Water Main Elkhorn Road from Pressure Zone Boundary to 990' east of Egan Crest Way	\$183,678.00	July 2005
4.5	On-Site 3090 Water Main Dorrell Lane from Shaumber Road to Egan Crest Way	\$189,939.75	April 2005
4.6	On-Site 3090 Water Main Shaumber Road from Dorrell Lane to Centennial Parkway	\$310,582.80	March 2005
4.7	On-Site 3205 Water Main Shaumber Road from Grand Teton Drive to Elkhorn Road	\$543,519.90	August 2005
4.8	On-Site 3205 Water Main Puli Road from Centennial Parkway to Dorrell Lane	\$1,021,550.75	September 2005
4.9	On-Site 3205 Water Main Grand Teton Drive from Puli Road to Pressure Zone Boundary	\$286,370.70	November 2005
4.10	On-Site 3090 Water Main Farm Road from Egan Crest Way to 1320' west of Egan Crest Way	\$103,527.60	August 2005
4.11	On-Site 3090 Water Main Centennial Parkway from Puli Road to 1320' east of Beltway	\$1,229,390.25	July 2005
4.12	On-Site Water Cliff's Edge 2975 Reservoir - (OVA2-109026)	\$361,000.00	June 2006
4.13	On-Site Water Cliff's Edge 3090/3205 Pumping Station - (OVA2-109031)	\$777,319.00	June 2006
4.14	On-Site Water Cliff's Edge 2975 Reservoir Inlet/Outlet Pipeline - (OVA2-109330)	\$790,305.00	December 2005

Project No.	Project Name	Total Cost	Estimated Completion Date
4.15	Off-Site Water Cliff's Edge 3205 North Interim Tank & Inlet/Outlet Pipeline - (OVA2-109154)	\$4,395,076.50	March 2006
4.16	On-Site Egan Crest 3090 Zone North Pipeline	\$3,566,306.98	July 2005
4.17	On-Site 3205 Zone North Pipeline	\$2,664,431.55	July 2005
4.18	On-Site 2795 Water Main Elkhorn Road and Dorrell Lane from Hualapai Way to 660' west of Hualapai Way	\$91,839.00	July 2005
5.1	Project Master Plan Costs	\$1,125,500.00	
Grand Total		\$49,966,521.99	

Exhibit C
List of Plans

OFFSITE SANITARY SEWER

Severance Ln (Hualapai Wy to Tee Pee Ln)	SID Sub Project 2.1
Elkhorn Rd (Hualapai Wy to Tee Pee Ln)	SID Sub Project 2.2
Deer Springs Wy (Hualapai Wy to Grand Canyon Dr)	SID Sub Project 2.3
Centennial Pkwy (Puli Rd to Interstate-215)	SID Sub Project 2.4

ONSITE SANITARY SEWER

Elkhorn Rd & The Paseo – (Reservoir Site to Hualapai Wy)	SID Sub Project 2.8
Farm Rd – (Shaumber Rd to Hualapai Wy)	SID Sub Project 2.9
Dorrell Ln – (Shaumber Rd to Hualapai Wy)	SID Sub Project 2.7
Grand Teton Dr – (Puli Rd to Hualapai Wy)	SID Sub Project 2.10
Centennial Pkwy – (Puli Rd to Interstate-215)	SID Sub Project 2.5
Deer Springs Wy Sewer – 8" (Shaumber Rd to Hualapai Wy)	SID Sub Project 2.6

WATER FACILITIES

3205 Zone Water

Mainwal 3205 Zone North Pipeline North Side - LVVWD Contract (42")	SID Sub Project 4.17
Mainwal 3205 Zone North Pipeline – Distribution Elkhorn Rd and Centennial Pkwy (24")	SID Sub Projects 4.8
3205 Zone Pipeline – Distribution Shaumber Rd (Centennial Pkwy to Grand Teton Dr)	SID Sub Project 4.7
3205 Zone Pipeline – Distribution Grand Teton Dr (Puli Rd to Pressure Reduction Valve (PRV))	SID Sub Project 4.9
3205 Zone Pipeline - Distribution (24") Centennial Pkwy (Puli Rd to Temporary Pumping Station)"	SID Sub Project 4.11
3205/3090 Zone Pumping Station (OVA2-109026)	SID Sub Project 4.13
3205 North Interim Tank& Inlet/Outlet Pipeline (OVA2-109154)	SID Sub Project 4.15

3090 Zone Water

Egan Crest Wy 3090 Zone North Pipeline LVVWD Contract	SID Sub Project 4.16
3090 Zone Pipeline – Distribution Egan Crest Wy/Dorrell Ln/Shamber Rd	SID Sub Projects 4.1, 4.5 and 4.6
3090 Zone Pipeline – Distribution Farm Rd (Egan Crest Wy to Alpine Ridge Wy)	SID Sub Project 4.3
3090 Zone Pipeline – Distribution Grand Teton Dr (Egan Crest Wy to Alpine Ridge Wy)	SID Sub Project 4.2

3090 Zone Pipeline – Distribution Elkhorn Rd & The Paseo	SID Sub Project 4.4
2975 Zone Water	
2975 Pressure Zone Reservoir Inlet/Outlet Pipeline (OVA2-109330)	SID Sub Project 4.14
2975 Zone Pipeline - Distribution Dorrell Ln and Elkhorn Rd @ Hualapai Wy	SID Sub Project 4.18
2975 Zone Reservoir (OVA2-109026)	SID Sub Project 4.12

ONSITE STREETS

Elkhorn Rd – (Egan Crest Wy to Hualapai Wy)	SID Sub Project 3.3A & 3.3C
Hualapai Wy – (Interstate-215 to Grand Teton Dr)	SID Sub Project 3.9A & 3.9C
Kyle Canyon Outfall Pipe	SID Sub Project 1.1
Grand Teton Dr (Puli Rd to Hualapai Wy)	SID Sub Project 3.5A
Dorrell Ln – (Shaumber Rd to Hualapai Wy)	SID Sub Project 3.2A & 3.2C
Egan Crest Wy – (Dorrell Ln to Grand Teton Dr)	SID Sub Project 3.8A & 3.8C
Storm Drain - Alpine Ridge Wy and Severance Ln from Farm Rd and Egan Crest Wy	SID Sub Project 1.2
The Paseo - Shaumber Rd to Egan Crest Wy	SID Sub Project 1.3
Farm Rd – (Shaumber Rd to Hualapai Wy)	SID Sub Project 3.4A & 3.4C
Shaumber Rd – (Centennial Pkwy to Grand Teton Dr)	SID Sub Project 3.7A & 3.7C
Centennial Pkwy – (Puli Rd to Interstate-215)	SID Sub Project 3.1A
Puli Rd – (Centennial Pkwy to Grand Teton Dr)	SID Sub Project 3.6A

Exhibit D
Supplemental and Additional
Conditions and Specifications

There are no additional conditions or specifications.

Exhibit E
Prevailing Wages



nevada

Office of the Labor Commissioner



2004 PREVAILING WAGE RATES CLARK COUNTY

DATE OF DETERMINATION: October 1, 2003

**APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED
OCTOBER 1, 2003 THROUGH SEPTEMBER 30, 2004***

***Pursuant to NAC 338.040(3), "After a contract has been awarded, the prevailing rates
of wages
in effect at the time of the opening of bids remain in effect for the duration of the
project."**

**As Amendments/Addenda are made to the wage rates, such will be
posted to sites of the respective counties. Please review regularly for
any amendments posted or contact our offices directly for further
assistance with any amendments to the rates.**

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRONIC COMMUNICATION TECH
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
FENCE ERECTOR
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATOR-STEEL FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIIVER
OPERATING ENGINEER-TUNNEL
PAINTER/TAPER/PAPERHANGER
PILEDRIIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE/TERRAZZO/MARBLE
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER

CRAFT**RATE****AIR BALANCE TECHNICIAN****ADD SHEET METAL ZONE RATE****SEE AMENDMENT 1**

Air Balance Technician-Journeyman	44.20
Air Balance Technician-Foreman	47.55
Air Balance Technician-General Foreman	50.89

ALARM INSTALLER

Alarm Installer	27.18
-----------------	-------

BOILERMAKER

Boilermaker-Journeyman	47.96
Boilermaker-Foreman	48.96
Boilermaker-General Foreman	49.96

BRICKLAYER**ADD ZONE RATE-**

Bricklayer-Journeyman	30.92
Bricklayer-Foreman	32.17
Bricklayer-General Foreman	33.92

CARPENTER**ADD ZONE RATE**

Carpenter-Journeyman	37.98
Carpenter-Welder	38.98
Carpenter-Foreman	40.37
Carpenter-General Foreman	42.98

CEMENT MASON

Cement Mason-Journeyman	35.43
Cement Mason-Foreman	36.93
Cement Mason-General Foreman	38.68

ADD ZONE RATE**ELECTRICIAN-ELECTRONIC
COMMUNICATION TECHNICIAN**

Installer/Technician	29.24
Senior Installer/Technician	41.32
Installer/Technician Foreman	44.58
Installer/Technician General Foreman	47.84

ADD ZONE RATE**ELECTRICIAN-
LINEMAN/GROUNDMAN/HEAVY
EQUIPMENT OPERATOR**

Electrician-Groundman	31.39
Electrician-Lineman	40.72
Electrician-Foreman	44.78
Electrician-General Foreman	48.90
Heavy Equipment Operator	36.99

ADD ZONE RATE**ELECTRICIAN-NEON SIGN**

Neon Sign-Journeyman	32.82
Neon Sign-Foreman	33.82

ELECTRICIAN-WIREMAN

Wireman-Journeyman	41.68
Wireman-Cable Splicer	42.02
Wireman-Foreman	44.98
Wireman-General Foreman	48.28

ADD ZONE RATE**ELEVATOR CONSTRUCTOR**

Elevator Constructor-Journeyman Mechanic	45.93
Elevator Constructor-Mechanic In Charge	50.54

FENCE ERECTOR

Fence Erector	18.00
---------------	-------

FLAGPERSON

Flagperson	30.04
------------	-------

ADD LABORER ZONE RATE**FLOOR COVERER**

Floor Coverer-Journeyman	29.67
Floor Coverer-Foreman	31.17

GLAZIER

Glazier	40.45
Glazier-Foreman	43.50

HIGHWAY STRIPER

Highway Striper	14.62
-----------------	-------

HOD CARRIER-BRICK MASON TENDER

Brick Mason	28.11
-------------	-------

HOD CARRIER-PLASTERER TENDER**ADD LABORER ZONE RATE**

Plasterer Tender-Journeyman	32.91
Plasterer Tender-Foreman	33.91
Plasterer Tender-General Foreman	35.29

IRON WORKER

Ironworker-Journeyman	44.15
Ironworker-Foreman	46.88
Ironworker-General Foreman	49.88

LABORER**SEE GROUP CLASSIFICATIONS****ADD ZONE RATE**

Group 1	32.54
Group 2	32.75
Group 3	32.85
Group 4	32.94
Group 5	33.04
Group 6A	35.70
Group 6B	35.20
Group 6C	34.95
Group 6D	35.56
Group 6E	35.20
Group 7	32.85

Foreman \$1.50 above highest paid journeyman supervised.

General Foreman \$2.50 above highest paid foreman supervised.

MECHANICAL INSULATOR

Mechanical Insulator-Journeyman	42.08
Mechanical Insulator-Foreman	44.33

Mechanical Insulator-General Foreman 45.83

MILLWRIGHT**ADD ZONE RATE**

Millwright-Journeyman 39.02
Millwright-Welder 40.02
Millwright-Foreman 41.51
Millwright-General Foreman 44.21

OPERATING ENGINEER**SEE GROUP CLASSIFICATIONS****ADD ZONE RATE**

Group 1 40.89
Group 2 41.84
Group 3 42.13
Group 4 43.62
Group 5 44.72
Group 6 43.84
Group 7 44.94
Group 8 43.95
Group 9 45.05
Group 10 44.07
Group 11 45.17
Group 12 44.24
Group 13 44.34
Group 14 44.37
Group 15 44.45
Group 16 44.57
Group 17 44.74
Group 18 44.84
Group 19 44.95
Group 20 45.07
Group 21 45.24
Group 22 45.34
Group 23 45.45
Group 24 45.57
Group 25 45.74

Add \$.50 per hour for "Special" Shift

Add \$1.00 per hour for "Multiple" Shift

OPERATING ENGINEER:**CRANES, PILEDIVING, & HOISTING EQUIPMENT****SEE GROUP CLASSIFICATIONS****ADD ZONE RATE**

Group 1 42.24
Group 2 43.19

Group 3	43.48
Group 4	43.62
Group 5	43.84
Group 6	43.95
Group 7	44.07
Group 8	44.24
Group 9	44.41
Group 10	45.41
Group 11	46.41
Group 12	47.41
Group 13	48.41
Add \$.50 per hour for "Special" Shift	-
Add \$1.00 per hour for "Multiple" Shift	-

OPERATING ENGINEER -TUNNEL
SEE GROUP CLASSIFICATIONS

ADD ZONE RATE

Group 1	42.74
Group 2	43.69
Group 3	43.98
Group 4	44.12
Group 5	44.34
Group 6	44.45
Group 7	44.57
Group 8	44.74
Group 9	44.87

PAINTER

SEE AMENDMENT 3

Painter	23.53
---------	-------

PILEDRIIVER

Driverman, Rigman, Bridge and Dock Carpenter	37.52
Certified Welder	38.02
Piledriver-Foreman	40.20
Diver-Diving (wet pay)	71.69
Stand-By Diver	41.20
Tender	40.20

PLASTERER

ADD ZONE RATE

Plasterer-Journeyman	33.86
Plasterer-Foreman	35.71
Plasterer-General Foreman	36.71

PLUMBER/PIPEFITTER

-

Plumber/Pipefitter-Journeyman	43.42
Plumber-Foreman	46.55
Plumber-General Foreman	49.68

REFRIGERATIONSEE AMENDMENT 2

Refrigeration-Journeyman	43.42
Refrigeration-Foreman	46.55
Refrigeration-General Foreman	49.68

ROOFER

(Does not include sheet metal roofs)

Roofer-Journeyman	24.60
Roofer-Foreman	28.50

SHEET METAL WORKERADD ZONE RATESEE AMENDMENT 1

Sheet Metal-Journeyman	44.20
Sheet Metal-Foreman	47.55
Sheet Metal-General Foreman	50.89

SPRINKLER FITTER

Sprinkler Fitter-Journeyman	39.85
Sprinkler Fitter-Foreman	41.35
Sprinkler Fitter-General Foreman	42.85

SURVEYORSEE GROUP CLASSIFICATIONSADD ZONE RATE

Group 1	42.81
Group 2	43.62
Group 3	43.84
Group 4	44.12
Group 5	44.24
Group 6	44.34
Group 7	44.37
Group 8	44.74
Group 9	44.87
Group 10	45.37

TAPERSEE AMENDMENT 3

Taper	18.54
-------	-------

**TILE SETTER/TERRAZZO
WORKER/MARBLE MASON**ADD ZONE RATE

Finisher-Journeyman	22.64
Finisher-Foreman	23.89
Finisher-General Foreman	25.64
Tile Setter-Journeyman	30.45
Tile Setter-Foreman	31.70
Tile Setter-General Foreman	33.45
Marble Mason-Journeyman	32.14
Marble Mason-Foreman	33.39
Marble Mason-General Foreman	35.14

TRAFFIC BARRIER ERECTOR

Traffic Barrier Erector

ADD LABORER ZONE RATE-

32.54

TRUCK DRIVER**SEE GROUP CLASSIFICATIONS****ADD ZONE RATE**

Group 1	33.27
Group 2	33.38
Group 3	33.59
Group 4	33.77
Group 5	33.92
Group 6	34.27

Foreman \$1.00 above highest paid journeyman supervised.

General Foreman \$.50 above highest paid foreman supervised.

WELL DRILLER

Well Driller

15.75

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
2. The work description for a particular class is not intended to be jurisdictional in scope nor to be construed as limiting or prohibiting any worker from performing the work of one or more classes.

3. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
 4. The job descriptions set forth or referenced herein supercede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
 5. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
 - Amendments to the prevailing wage determinations;
 - Group Classifications and/or descriptions included with wage determinations for a particular type of work in a particular county.
-

AIR BALANCE TECHNICIAN, includes but is not limited to:

Inspecting, testing, programming, documenting, adjusting and balancing heating, cooling and ventilating systems using specialized tools and testing equipment to attain performance standards specified in the design of the systems.

ALARM INSTALLER, includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

BOILERMAKER, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

BRICKLAYER, includes but is not limited to:

1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures;
2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and
3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes,

torches or cement.

CARPENTER, includes but is not limited to:

1. Laying out, constructing, erecting, fabricating, installing and repairing structures and fixtures of wood, plywood, or alternative materials, doors and hardware and the fastening of the same, inclusive of garage or overhead door openers, cabinets, framework, floors, and acoustical ceiling systems using carpenter's hand tools and power tools;
2. Installing or erecting metal studs, drywall, lathing, wall partitions, prefabricated EFIS panels or any other system of panels that is attached to the interior or exterior of any building or structure, insulation and all types of ceilings;
3. Pre-cast concrete and concrete form work which includes but is not limited to: setting of templates, layout, fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms which are to be reused;
4. Plywood decking, including, without limitation, stacking and installation of the plywood and the plywood decking;
5. Cutting, setting, removing of beam sides and soffits, bracing, and pads;
6. Constructing all wood panel forms and frame wall;
7. Building, erecting and disassembling self-supporting scaffolds that are more than 14 feet in height;
8. Laying out, cutting, joining, fitting of Foam Architectural Elements if same are attached mechanically; and
9. Shaping, cutting and planing by any means if done by hand or machine.

CEMENT MASON, includes but is not limited to:

1. Smoothing and finishing surfaces of poured concrete floors, walls, sidewalks and curbs to specified textures;
2. Patching holes with fresh concrete or an epoxy compound;
3. Molding expansion joints and edges through the use of edging tools, jointers and straightedges;
4. Setting of curb and gutter forms one board high;

ELECTRONIC COMMUNICATION INSTALLER/TECHNICIAN, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment;
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems

ELECTRONIC COMMUNICATION SENIOR INSTALLER/TECHNICIAN, includes but is not limited to:

May include the duties of the Installer/Technician; working with, supervising, and coordinating the work of the Installer/Technician.

ELECTRICIAN LINEMAN, includes but is not limited to:

1. Erecting and repairing wood poles and prefabricated light duty metal towers, cable and related equipment to construct overhead transmission and distribution power lines used to conduct electrical energy between generating stations, substations and consumers;
2. Directing and assisting electrician ground men in attaching cross arms, insulators, lightning arresters, switches, wire conductors and auxiliary equipment to poles and towers in preparation of erecting the poles or towers;
3. Climbing erected poles or towers and installing equipment such as transformers
4. Strings wire conductors between erected poles with assistance of ground helpers and adjusts slack in conductors to compensate for contraction and elongation of conductors due to temperature variations, using winch.

ELECTRICIAN GROUNDMAN, includes but is not limited to:

1. Working under the direct supervision of linemen, including the operation of jackhammers and man hauls;
2. Loading and unloading of materials and equipment used by electrician lineman.
3. Does not include climbing poles, towers or other structures or working in the proximity of energized lines or equipment;

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ELECTRICIAN WIREMAN, includes but is not limited to:

1. Laying out plans, installing, testing and repairing wiring, electrical fixtures, apparatus and control equipment;
2. Measuring, cutting, bending, threading, assembling and installing electrical conduit by using tools including, without limitation, a hacksaw, pipe threader, or conduit bender;
3. Pulling wiring through conduit;
4. Splicing wires;
5. Connecting wiring to lighting fixtures and power equipment;
6. Installing control and distribution apparatus, including, without limitation, switches, relays and circuit breakers, and fastening such apparatus into place;
7. Connecting power cables to equipment, including, without limitation, electric ranges and motors, and installing grounding leads;
8. Testing the continuity of a circuit to ensure electrical compatibility and safety of components using testing instruments, including, without limitation, an ohmmeter, a battery and buzzer, and an oscilloscope;
9. As necessary, cutting and welding steel structural members;

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

FENCE ERECTOR, includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

FLOOR COVERER, includes but is not limited to:

1. Applying blocks, strips or sheets of shock-absorbing, sound-deadening or decorative covering to floors and walls, including carpets or rugs;
2. Measuring and cutting covering materials, such as rubber, linoleum, astro-turf, or cork tile and foundation material such as felt, using rule, straightedge, linoleum knife and snips;
3. Spreading adhesive cement over floor to cement foundation material to floor for sound-deadening, and to prevent covering from wearing at the board joints;
4. Rolling finished floors to smooth the floor and press cement into base and covering;
5. Fitting of devices for the attachment of carpet, linoleum, rubber and all resilient floor coverings and the fitting of metal edges, corners and caps used in the installation of the foregoing materials and all other preparatory work;

GLAZIER, includes but is not limited to:

1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;
2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;
4. Loading and arranging glass, or materials used in lieu thereof, on trucks at the site of the public work;

HIGHWAY STRIPER, includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

HOD CARRIER-BRICK MASON, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

HOD CARRIER-PLASTERER TENDER, includes but is not limited to:

1. Serving Plasterers in any capacity;
2. Handling materials after the materials are delivered as used by a Plasterer;
3. Building and handling all necessary trestle, scaffolding and planking of scaffolding for the exclusive use of Plasterers;
4. Building mortar boxes, mortar boards and stands.

IRONWORKER, includes but is not limited to:

1. Performing duties, as part of a crew, to raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks;
2. Setting up hoisting equipment for raising and placing structural steel members;
3. Fastening steel members to cable of hoist, using chains, cable or rope;
4. Forcing steel members into final position using turnbuckles, crowbars, jacks, hand tools;
5. Aligning rivet holes in steel members with corresponding holes in previously placed steel members by driving drift pins to handle of wrench through holes;
6. Bolting aligned steel members to keep them in position until the steel members can be permanently riveted, bolted or welded into place;
7. Cutting and welding steel members;
8. Installing and repairing gates, iron doors, flagpoles, iron fences and roof decking;
9. Installing corrugated sheets when attached to steel frames;
10. Stud welding of all iron, steel and metal to structural steel;
11. Handling and setting of steel and metal joists;
12. Loading, unloading, hoisting, handling, signaling, placing and erecting of pre-stressed and pre-cast materials;
13. Handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying all material used to reinforce concrete construction;

LABORER:

Group 1

Construction Clean-Up

Dry packing of concrete & filling of form bolt holes

File grader, highway & street paving, airport runways & similar type heavy construction

Gas & oil pipeline laborer

Guinea chaser

Laborer, demolition or general construction ("General construction" does not include work otherwise classified.)

Laborer, packing rod steel & pans

Laborer, temporary water lines (portable type)

Landscape gardener

Nurseryman

Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and similar type materials

Underground laborer, including caisson bellows

Scaffold Erector (under 14 ft.)

Landscape Decorative rock Installer – (Ponds, Waterfalls, Etc.)

Materials Handler – (incidental to trade)

Tool Crib

Light Crib

Light Tool Repairman

Group 2

Asphalt raker, ironer, spreader, luteman

Buggymobile man

Cement dumper (on one yard or larger mixers & handling bulk cement)

Cesspool digger and installer

Chucktender (except tunnels)

Concrete core cutter

Concrete curer, impervious membrane and oiler of all materials

Concrete saw man, excluding tractor type, cutting, scoring old or new concrete

Gas and oil wrapper, pot tender and form man

Making and caulking of all non-metallic pipe joints

Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately classified herein

Operator of cement grinding machine

Riprap stonepaver

Roto-scraper

Sandblaster (pot tender)

Scaler

Septic tank digger and installer (lead man)

Tank scaler and cleaner

Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

Group 3

Cutting torch operator

Gas and oil pipeline wrapper

Gas and oil pipeline laborer, certified

Jackhammer and/or pavement breaker

Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground tile

Mudcutter

Concrete vibrator operator, all sizes

Rock slinger

Scaler (using bos'n chair or safety belt or power tools)

Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral

Group 4

Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer

Head rock slinger

Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing

Sandblaster (nozzleman)

Steel header-board man

Group 5

Driller (core, diamond or wagon)

Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)

Gas and oil pipeline fusion

Gas and oil pipeline wrappers, 6" pipe and over

Group 6

Miner and Bullgang

Group 7

Asbestos Abatement

Lead Abatement

Hazardous Waste Abatement

Petro-Chemical Abatement

Radiation Remediation

Microbial Remediation

MARBLE MASON, includes but is not limited to:

1. Cutting, tooling, and setting marble slabs in floors and walls of buildings and renovating and polishing marble slabs previously set in buildings;
2. Trimming, facing and cutting marble to a specific size using a power saw, cutting and facing equipment, and hand tools
3. Drilling holes in marble slabs and attaching brackets;
4. Spreading mortar on the bottom and sides of a marble slab and on the side of adjacent marble slabs;
5. Setting blocks in positions, tamping a marble slab into place and anchoring bracket attachments with wire;
6. Filling joints between marble slabs with grout and removing excess grout with a sponge;
7. Cleaning and beveling cracks and chips on marble slabs using hand tools and power tools;
8. Heating cracked or chipped areas of a marble slab with a blowtorch and filling the defect with a composition mastic that matches the grain of the marble slab; and
9. Polishing marble slabs and other ornamental stone to a high luster by using hand tools and power tools.

MECHANICAL INSULATOR, includes but is not limited to:

1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems;
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;
6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;
7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent;
8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

MILLWRIGHT, includes but is not limited to:

1. Installing machinery and equipment according to layout plans, blueprints and other drawings in industrial establishments by using hoists, lift trucks, hand tools and power tools;
2. Dismantling machines by using hammers, wrenches, crowbars and other hand tools;
3. Assembling and installing equipment, including, without limitation, shafting, conveyors, monorails and tram rails, by using hand tools and power tools;
4. Constructing foundations for machines by using hand tools and building materials, including, without limitation, wood, cement and steel;
5. Assembling machines and bolting, welding, riveting or otherwise fastening them to a foundation or other structure by using hand tools and power tools; and
6. Repairing and lubricating machines and equipment (at the site of the public work) assembled and used by millwrights.

OPERATING ENGINEER, includes but is not limited to:Group 1

Bargeman

Blade Operator Assistant

Brakeman

Compressor Operator (when more than five (5) 900 CFM or larger units, additional Operator required)

Ditch Witch, with seat or similar type equipment

Elevator Operator - inside

Engineer Oiler

Forklift Operator (under 5 Tons)

Generator Operator

Generator, Pump or Compressor Plant Operator

Pump Operator

Signalman

Steam Cleaner/Pressure Washer

Switchman

Group 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip type
Conveyor Operator
Fireman
Forklift Operator (over 5 Tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
PJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (wheel type up to $\frac{3}{4}$ yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

Group 3

Asphalt-Rubber Blend Operator
Bobcat or similar type (Skid Steer)
Equipment Greaser (rack)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4

Asphalt Plant Fireman
Backhoe Operator (Mini-Max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (Asphalt or Concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger Types (Texoma Super Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
Equipment Greaser (Grease Truck)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Horizontal Directional Drilling Machine
Hydra-Hammer-Aero Stomper
Micro Tunneling (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driven Jumbo Form Setter Operator
Power Sweeper Operator
Roller Operator (compacting)
Screed Operator (Asphalt or Concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

Group 5

Equipment Greaser (Grease Truck/Multi-Shift)

Group 6

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Derrickman (Oilfield type)
Drilling Machine Operator, Bucket or Auger Types (Calweld 100
Bucket or similar types - Watson 1000 Auger or similar types -
Texoma 330, 500 or 600 Auger or similar types - drilling depth
of 45' maximum)
Drilling Machine Operator
Hydrographic Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, curb or gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or
similar)
Micro Tunnel System (below ground)
Pavement Breaker Operator (truck mounted, Oiler or Journeyman-
trainee required)
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earth Moving Equipment (single engine, up to and
including 25 yds. struck)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over ¾ yd. and up
to and including 1½ yds.)
Slip Form Pump Operator (power driven hydraulic lifting device
for concrete forms)
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up
to 100 h.p. flywheel and similar types, up to and including
D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Welder - General

Group 7

Welder - General (Multi-Shift)

Group 8

Asphalt or Concrete Spreading Operator (Tamping or Finishing)
Asphalt Paving Machine Operator (Barber Greene or similar type -

1 Screed man required)
 Asphalt-Rubber Distributor Operator
 Backhoe Operator (up to and including $\frac{3}{4}$ yd.) Small Ford, Case or similar.
 Cast in Place Pipe Laying Machine Operator
 Combination Mixer and Compressor Operator (Gunitite Work)
 Compactor Operator - self propelled
 Concrete Mixer Operator - Paving (Oiler or Journeyman-trainee required)
 Crushing Plant Operator (Oiler or Journeyman-trainee required)
 Drill Doctor
 Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum)
 Elevating Grader Operator
 Grade Checker
 Gradall Operator (Oiler or Journeyman-trainee required)
 Grouting Machine Operator
 Heavy Duty Repairman
 Heavy Equipment Robotics Operator
 Kalamazoo Balliste Regulator or similar type
 Kolman Belt Loader and similar type (additional employee required on two (2) or more)
 Le Tourneau Blob Compactor or similar type
 Loader Operator (Athey, Euclid, Sierra and similar types)
 Master Environmental Maintenance Mechanic
 Ozzie Padder or similar types
 PC 490 Slot Saw
 Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
 Pumcrete Gun Operator
 Rotary Drill Operator (excluding Caisson type - Oiler or Journeyman-trainee required)
 Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
 Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
 Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
 Self-Propelled Curb and Gutter Machine Operator
 Shuttle Buggy
 Skiploader Operator (crawler and wheel type over $1\frac{1}{2}$ yds. up to and including $6\frac{1}{2}$ yds.)
 Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
 Surface Heaters and Planer Operator
 Tractor Compressor Drill Combination Operator
 Tractor Operator (any type larger than D-5 - 100 flywheel h.p.

and over, or similar - Bulldozer, Tamper, Scraper and Push
Tractor, single engine)
Tractor Operator (boom attachments)
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6 ft. depth capacity,
manufacturer's rating - Oiler or Journeyman-trainee required)
Ultra High Pressure Waterjet Cutting Tool System Mechanic
Water Pull (compaction)

Group 9

Heavy Duty Repairman (Multi-Shift)

Group 10

Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B
Bucket or similar types - Watson 3000 or 5000 Auger or similar
types - Texoma 900 Auger or similar types - drilling depth of
105' maximum)
Dual Drum Mixer (Oiler or Journeyman-trainee required)
Heavy Duty Repairman-Welder Combination
Monorail Locomotive Operator (diesel, gas or electric)
Motor Patrol - Blade Operator (single engine)
Multiple Engine Tractor Operator (Euclid and similar type -
except Quad 9 Cat.)
Pneumatic Pipe Ramming Tool and similar types
Pre-Stressed Wrapping Machine Operator (2 Operators required)
Rubber-Tired Earth Moving Equipment Operator (single engine, over
50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine,
Euclid, Caterpillar and similar - over 25 yds. and up to
50 yds. struck)
Tower Crane Repairman
Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
Welder-Certified
Woods Mixer Operator (and similar Pugmill equipment)

Group 11

Dynamic Compactor LDC350 (or similar types - two (2) Operators
required)
Heavy Duty Repairman-Welder Combination (Multi-Shift)
Welder-Certified (Multi-Shift)

Group 12

Auto Grader Operator (Grade Checker and one (1) additional
employee required)
Automatic Slip Form Operator (Grade Checker and one (1)
additional employee required.)
Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger
200 CA or similar types - Watson, Auger 6000 or similar types-
Hughes Super Duty, Auger 200 or similar types - drilling depth
of 175' maximum)
Hoe Ram or similar with Compressor

Mass Excavator Operator - Less than 750 cu. yds. (two (2) Operators and Oiler or Journeyman-Trainee required)
Mechanical Finishing Machine Operator
Mobile Form Traveler Operator
Motor Patrol Operator (multi-engine)
Pipe Mobile Machine Operator (two (2) Operators required)
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)
Vermeer Rock Trencher (or similar type)

Group 13

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

Group 14

Canal Liner Operator (not less than four (4) employees - Operator, Oiler, Welder, Mechanic, Grade Checker required)
Canal Trimmer Operator (Operator, Oiler, and two (2) other employees covered by these provisions required)
Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar (\$1.00) per hour additional to base rate)
Wheel Excavator Operator (over 750 cu. yds. per hour - two (2) Operators and one (1) Oiler or Journeyman-trainee, and two (2) Heavy Duty Repairmen required)

Group 15

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

Group 16

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 17

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Tandem Tractor Operator (operating crawler type tractors in

tandem - Quad 9 and similar type)

Group 18

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

Group 19

Rotex Concrete Belt Operator (or similar types)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

Group 20

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 21

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Group 22

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

Group 23

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and

including 25 yds. struck)

Group 24

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. & up to 50 yds. struck)

Group 25

Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

OPERATING ENGINEER-CRANES, PILEDIVING AND HOISTING EQUIPMENT

Group 1

Engineer Oiler
Forklift Operator

Group 2

Truck Crane Oiler

Group 3

A-Frame or Winch Truck Operator
Ross Carrier Operator (jobsite)

Group 4

Bridge-Type Unloader and Turntable Operator
Helicopter Hoist Operator

Group 5

Hydraulic Boom Truck (Pitman)
Stinger Crane (Austin-Western or similar type)
Tugger Hoist Operator (1 drum)

Group 6

Bridge Crane Operator
Cretor Crane Operator (Oiler required)
Hoist Operator (Chicago Boom and similar type)
Lift Mobile Operator (Oiler required)
Lift Slab Machine Operator (Vagtborg and similar types)
Material Hoist/Manlift Operator
Polar Gantry Crane Operator
Self Climbing Scaffold (or similar type)
Shovel, Backhoe, Dragline, Clamshell Operator (over ¾ yd. and

up to 5 cu. yds. M.R.C., Oiler required)
Tugger Hoist Operator (2 drum)

Group 7

Pedestal Crane Operator
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 cu. yds,
M.R.C., Oiler required)
Tower Crane Repairman
Tugger Hoist Operator (3 drum)

Group 8

Crane Operator (up to and including 25 ton capacity, see Crew
Size Requirement)
Crawler Transporter Operator
Derrick Barge Operator (up to and including 25 ton capacity, see
Crew Size Requirement)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and
including 25 ton capacity, see Crew Size Requirement)
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 cu. yds,
M.R.C., Oiler required)

Group 9

Crane Operator (over 25 tons, up to and including 50 ton M.R.C.,
see Crew Size Requirement)
Derrick Barge Operator (over 25 tons, up to and including 50 ton
M.R.C., see Crew Size Requirement)
Highline Cableway Operator
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25
tons, up to and including 50 ton M.R.C., see Crew Size
Requirement)
K-Crane
Polar Crane Operator
Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. One (1) ton operator).

Group 10

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.,
Oiler required)
Derrick Barge Operator (over 50 tons, up to and including 100 ton
M.R.C., see Crew Size Requirement)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50
tons, up to and including 100 ton M.R.C., see Crew Size
Requirement)
Mobile Tower Crane Operator (over 50 tons, up to and including
100 ton M.R.C., two (2) Operators required)
Tower Crane Operator and Tower Gantry (see Crew Size Requirement)

Group 11

Crane Operator (over 100 tons, up to and including 200 ton
M.R.C., Oiler required)
Derrick Barge Operator (over 100 tons, up to and including 200
ton M.R.C., see Crew Size Requirement)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C., see Crew Size Requirement)

Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C., two (2) Operators required)

Group 12

Crane Operator (over 200 tons, up to and including 300 ton M.R.C., Oiler required)

Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C., see Crew Size Requirement)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C., see Crew Size Requirement)

Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C., two (2) Operators required)

Group 13

Crane Operator (over 300 tons, two (2) Operators required)

Derrick Barge Operator (over 300 tons, see Crew Size Requirement)

Helicopter Pilot

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons, see Crew Size Requirement)

Mobile Tower Crane Operator (over 300 tons, two (2) Operators required)

OPERATING ENGINEER-Tunnel

Group 1

Heavy Duty Repairman Helper

Group 2

Skiploader (wheel type up to $\frac{3}{4}$ yd. without attachment)

Group 3

Chainman

Power - Driver Jumbo Form Setter Operator

Group 4

Dinkey Locomotive or Motorman (up to and including 10 tons)

Rodman

Group 5

Bit Sharpener

Equipment Greaser (Grease Truck)

Instrumentman

Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)

Tugger Hoist Operator (1 drum)

Tunnel Locomotive Operator (over 10 and up to and including 30

tons)
Welder - General

Group 6

Backhoe Operator (up to and including $\frac{3}{4}$ yd.) Small Ford, Case or similar
Drill Doctor
Grouting Machine Operator
Heading Shield Operator
Heavy Duty Repairman
Loader Operator (Athey, Euclid, Sierra and similar types)
Mucking Machine Operator ($\frac{1}{4}$ yd. - Oiler or Journeyman-trainee required - rubber-tired, rail or track type)
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Pneumatic Heading Shield (tunnel)
Pumpcrete Gun Operator
Tractor Compressor Drill Combination Operator
Tugger Hoist Operator (2 drum)
Tunnel Locomotive Operator (over 30 tons)

Group 7

Heavy Duty Repairman-Welder Combination

Group 8

Party Chief

Group 9

Certified Chief of Party
Tunnel Mole Boring Machine Operator

PAINTER, includes but is not limited to:

1. All painting of walls, equipment, buildings, bridges and other structural surfaces by using brushes, rollers and spray guns;
2. Application of wall coverings/wall paper;
3. Removing old paint to prepare surfaces before painting the surface;
4. Mixing colors or oils to obtain desired color or consistency;
5. Sanding surfaces between coats and polishing final coat to a specified finish;
6. Cutting stencils and brushing and spraying lettering and decorations on surfaces;
7. Washing and treating surfaces with oil, turpentine, mildew remover or other preparations;
8. Filling cracks, holes and joints with caulk, putty, plaster or other filler by using caulking gun or putty knife;

PILEDRIIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;

3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

PIPEFITTER, includes but is not limited to:

Assembling, installing, modifying and maintaining pipe systems, pipe supports and pneumatic equipment and related machines and equipment components for steam, hot water, heating, cooling, lubricating, sprinkling and industrial and processing systems which may require:

- a. Cutting, threading and hammering pipe to specifications using tools, including, without limitation, saws, cutting torches and pipe threaders and benders;
- b. Attaching pipes to walls, structures and fixtures, including without limitation, radiators or tanks, using brackets, clamps, tools, or welding equipment;
- c. Coating non-ferrous piping materials by dipping in mixture of molten tin and lead to prevent erosion, or galvanic and electrolytic action;

PLASTERER, includes but is not limited to:

1. Applying coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to produce a finished surface according to blueprints, architects' drawings and oral instruction;
2. Creating decorative textures in finish coat by using sand, pebbles or stones;
3. Installing guide wires on exterior surfaces of buildings to indicate thickness of plaster or stucco;
4. Applying weatherproof, decorative covering to exterior surfaces of a building;
5. Molding and installing ornamental plaster pieces, panels and trim;
6. Directing workers to mix plaster to a desired consistency;
7. Assembly of EFIS panels;
8. Laying out, cutting, joining, fitting and installation of Architectural Foam Elements which are trowel applied or adhesive set;
9. Applying, shaping, cutting, and planing in preparation for netting done by hand or machine;
10. All plaster or synthetic finishes applied to Foam Architectural Elements

PLUMBER, includes but is not limited to:

Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage systems inside of buildings and to a point 5 feet outside of buildings which may therein require:

- a. Repairing and maintaining plumbing by replacing defective washers, repairing or mending broken pipes, and opening clogged drains;
- b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and caulking;
- c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets and tubs, by using hand tools and power tools;
- d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by using hand tools and power tools;
- e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and locate leaks.

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;

2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;
3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

ROOFER, includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER, includes but is not limited to:

1. Fabricating, assembling, dismantling, installing or repairing:
 - o Sheet metal roofs, including #30 felt roofing paper installed to form a metal roofing system;
 - o Sheet metal parts or equipment, including, without limitation, duct work, metal lockers and kitchen equipment;
 - o Air-veyor and air-handling systems, regardless of materials used;
2. Setting up and operating fabrication machines to cut, bend and straighten sheet metal;
3. Shaping metal over anvils, blocks or forms using a hammer;
4. Operating soldering and welding equipment to join sheet metal parts;
5. Inspecting, assembling and smoothing seams and joints of burred surfaces;
6. Welding, soldering, bolting, riveting, screwing, clipping, caulking or bonding component parts to assemble products by using hand tools, power tools and devices for lifting and handling;

SPRINKLER FITTER, includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

SURVEYOR, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;

2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

SURVEYOR

Group 1

Chainman

Group 2

Rodman

Group 3

Instrumentman

Group IV

Global Position Systems Chainman and Rodman

Hydrographic Engineering Technician I (Chainman)

Group V

Party Chief

Group VI

E.D.M. or Fathometer Instrumentman

Group VII

Certified Party Chief

Group VIII

Hydrographic Engineer Party Chief

Group IX

Certified Hydrographic Engineer Party Chief

Global Position Systems Party Chief

Group X

Chief of Parties

Two (2) or more crews

TAPER, includes but is not limited to:

1. Sealing joints between plasterboard or other wallboards to prepare a wall surface for painting or papering;
2. Mixing sealing compound by hand or with a portable electric mixer and spreading the compound over the joints between boards using a trowel, broad knife, or spatula;
3. Filling cracks and holes in walls and ceilings with sealing compound ;
4. Applying texturing compound and primer to walls and ceiling to prepare a surface for a final finish by using brushes, rollers and spray guns;

5. Coating of joint compound or taping mud;

TERRAZZO WORKER, includes but is not limited to:

1. Applying cement, sand, pigment and marble chips to floors and stairways to attain durable and decorative surfacing according to specifications or drawings;
2. Spreading mixtures of sand, cement and water over surface with a trowel to form terrazzo;
3. Cutting metal division strips and pressing the metal division strips into a terrazzo base so that top edges form a desired design or pattern and define level of finished floor surface;
4. Spreading mixtures of marble chips, cement, pigment and water over a terrazzo base to form a finished surface by using a float and trowel;
5. Pre-casting terrazzo blocks in wooden forms.

TILE SETTER, includes but is not limited to:

1. Applying tile and materials made for tile in tile-like units to walls, floors, ceilings and promenade roof decks following design specification;
2. Applying glazed, unglazed, mosaic and other ceramic tiles, which are used as a surface on floors, walls, ceilings, and other surfaces and which must be set to specific grade;
3. Applying and floating all setting beds into which glazed, unglazed, mosaic, or other ceramic tiles are set;
4. Leveling and plumbing tiles to a specified grade.

TILE, TERRAZZO AND MARBLE FINISHER, includes but is not limited to:

1. Supplying and mixing construction materials for a tile setter, terrazzo worker or marble setter;
2. Applying grout and finishing the surface of installed tile, terrazzo and marble;
3. Cleaning installed tile, terrazzo and tile surfaces;
4. Renovation and filling chipped, cracked and broken pieces of tile, terrazzo and marble;
5. Grinding and polishing tile, terrazzo and marble;
6. Assisting a tile setter, terrazzo worker or marble setter;

TRAFFIC BARRIER ERECTOR, includes but is not limited to:

Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

TRUCK DRIVER, includes but is not limited to:

Group 1

Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service truck driver, teamster equipment (highest rate paid for dual craft operation), drivers of busses on site used for transportation of up to twenty-five (25) passengers, working flat rack driver.

Group 2

Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (on

jobsite used for transportation or more than twenty-five (25) passengers).

Group 3

Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 30 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,000 gal but less than 6,000 gal), tire man.

Group 4

Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 30 tons and over) drivers of fuel and water trucks (6,000 gal and over)

Group 5

Drivers of trucks and trailers in combination (seven axles or more)

Group 6

All Off-road Equipment, Truck Repairman, and Drivers of Road Oil Spreader Trucks

DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem

All off-road equipment for the purposes of these provisions, shall mean any equipment or combination of unladen equipment which cannot be licensed for normal or regular highway use because of width, height or length limitations when measuring the equipment or combination as it is being operated.

WELL DRILLER, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

ZONE RATES

**UNLESS ZONE RATES HAVE CONTROLLING LANGUAGE
RATES ARE BASED ON DIRECT TRAVELED ROUTE.**

BRICKLAYER

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a radius of

over fifty (50) miles from the City Hall of Las Vegas, Nevada:

0-50 Miles	Free Zone
51-70 Miles	\$18.00 per day
Over 70 Miles	\$38.00 per day

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

CARPENTER

In addition to CARPENTER rates add the applicable amounts per hour, calculated based on a radius from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-0 to 30 miles	0.00
Zone 2-30 to 50 miles	1.50
Zone 3-Over 50 miles	3.25

CEMENT MASON

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1-0 to 20 miles	0.00
Zone 2-20 to 40 miles	1.50
Zone 3-40 to 60 miles	2.50
Zone 4-Over 60 miles	3.00

ELECTRICIAN COMMUNICATION TECHNICIAN

In addition to ELECTRICIAN-Electronic Communication Technician rates add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1 0-25 miles	0.00
Zone 2 25-55 miles	1.50
Zone 3 55 miles and over	2.50

ELECTRICIAN-LINEMAN

In addition to ELECTRICIAN-Lineman/Groundman/Heavy Equipment Operator rates add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1-0 to 30 miles	0.00
Zone 2-30 miles and over	1.50

ELECTRICIAN-WIREMAN

In addition to ELECTRICIAN-Wireman rates add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1-0 to 25 miles	0.00
Zone 2-25 to 55 miles	1.50
Zone 3-55 miles and over	2.50

LABORER

In addition to Laborer rates add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1-0 to 30 Miles	0.00
Zone 2-30 to 50 Miles	1.50
Zone 3-50 to 70 Miles	2.50
Zone 4-Over 70 Miles	3.00

Laughlin Area 2.25

MILLWRIGHT

In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated based on a radius from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-0 to 20 miles	0.00
Zone 2-20 to 40 miles	1.50
Zone 3-40 miles and over	3.25

OPERATING ENGINEER

In addition to: OPERATING ENGINEER; CRANES, PILEDIVING AND HOISTING EQUIPMENT; TUNNEL AND SURVEYOR rates add the applicable amounts per hour calculated from Las Vegas City Hall:

Zone 1-0 to 20 miles	0.00
Zone 2-20 to 40 miles	1.50
Zone 3-40 to 60 miles	2.50
Zone 4-over 60 miles	3.00

PLASTERER

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the city hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	0.00
Zone 2-20 to 40 miles	1.50
Zone 3-40 to 60 miles	2.50
Zone 4-over 60 miles	3.00

SHEET METAL WORKER

In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from Las Vegas City Hall:

Zone 1-0 to 25 miles	0.00
Zone 2-25 to 50 miles	2.00
Zone 3-50 to 100 miles	3.00
Zone 4-over 100 miles	4.50

TILE/TERRAZZO WORKER/MARBLE MASON

In addition to TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a radius of over fifty (50) miles from the City Hall of Las Vegas, Nevada:

0-50 Miles	Free Zone
51-70 Miles	\$18.00 per day
Over 70 Miles	\$38.00 per day

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

TRUCK DRIVER

In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas City Hall:

Zone 1-0 to 30 miles	0.00
Zone 2-30 to 50 miles	1.00
Zone 3-50 to 70 miles	2.00
Zone 4-70 to 80 miles	3.00

Zone 5-Over 80 Miles	3.50
Laughlin & Mesquite	3.00

Exhibit F

Developer Payment Request Form

Date: _____

To: Department of Public Works
Attn: Michael Thompson
400 Stewart Avenue
Las Vegas, NV 89101

Dear Mr. Thompson:

Attached please find documentation [including lien releases] evidencing a payment request in the total amount of \$ _____. The payment serves as [reimbursement, as described in the Financing Agreement § 1.3][a Subproject payment, as described in the Financing Agreement § 1.1], (strike the nonapplicable phrase) for the expenses or costs heretofore paid by the Developer and listed in the attached itemized statement: (itemize and detail expenses or costs on an attached sheet(s))

Please remit payment to the following party and address:

Thank you.

CLIFFS EDGE LLC

By: _____
Title: _____

Approved for payment:

[Engineering Representative of City]
Date _____

Finance Representative of City
Date: _____

Exhibit G

List of City Documents

	<u>Action</u>	<u>Date</u>
Initial Resolution	To be adopted	April 7
Preliminary Plans Resolution	To be adopted	April 21
Ordinance Creating District	To be adopted	May 5
Assessment Roll Resolution	To be adopted	April 21
Assessment Ordinance	To be adopted	May 5
Bond Ordinance	To be adopted	May 5
Bond Purchase Contract	To be approved	May 5
Interest Rate Resolution	To be adopted	May 19

Exhibit H

ASSESSMENT ROLL

City of Las Vegas

Special Improvement District No. 607

Cliff's Edge

*Note: The area shown below for purposes of calculating the assessments is not identical to the attached legal descriptions, which reflect the property currently owned by the property owner. This area includes portions of parcels that will be split by the construction of Egan Crest Way and area of parcels with existing right-of-way where future vacations are expected to occur. The Assessor parcel numbers are provided for informational purposes only.

ASSESSOR PARCEL NUMBER	OWNER NAME AND ADDRESS	TOTAL AREA BY OWNER*	TOTAL OWNER ASSESSMENT	LEGAL DESCRIPTION
126-13-201-002 126-13-201-003 126-13-201-004 126-13-201-009 126-13-201-010 126-13-201-011 126-13-201-012 PT 126-13-201-019	BEAZER HOMES HOLDINGS CORP %K BRYNJULSON 4670 S FORT APACHE RD #200 LAS VEGAS NV 89147-7941	41.495	\$2,282,225.00	SEE ATTACHMENT H-1
126-13-501-001 PT 126-13-601-018	CLIFF'S EDGE DEVELOPMENT L L C %W RITTER 5016 SCHUSTER ST LAS VEGAS NV 89118-1640	20.983	\$1,154,065.00	SEE ATTACHMENT H-2
126-13-101-001 126-13-101-002 126-13-101-004 126-13-101-009 126-13-101-010 126-13-101-011 PT 126-13-201-019 126-13-301-001 126-13-301-002 126-13-301-004 126-13-301-005 126-13-301-006 126-13-301-007 126-13-301-013 126-13-301-014 126-13-401-001 126-13-401-003 126-13-401-004 126-13-401-005 126-13-401-006 126-13-401-015 126-13-701-002 PT 126-13-601-018 126-13-701-004 126-13-701-005 126-13-801-001 126-13-801-002	CLIFFS EDGE L L C 3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV 89129-1077	637.909	\$35,084,995.00	SEE EXHIBIT A OF THIS AGREEMENT

ASSESSMENT ROLL

City of Las Vegas

Special Improvement District No. 607

Cliff's Edge

*Note: The area shown below for purposes of calculating the assessments is not identical to the attached legal descriptions, which reflect the property currently owned by the property owner. This area includes portions of parcels that will be split by the construction of Egan Crest Way and area of parcels with existing right-of-way where future vacations are expected to occur. The Assessor parcel numbers are provided for informational purposes only.

ASSESSOR PARCEL NUMBER	OWNER NAME AND ADDRESS	TOTAL AREA BY OWNER*	TOTAL OWNER ASSESSMENT	LEGAL DESCRIPTION
126-13-801-004				
126-13-801-005				
126-13-801-006				
126-13-801-007				
126-13-801-019				
126-13-801-020				
126-13-801-021				
126-24-101-002				
126-24-101-003				
126-24-101-004				
126-24-101-005				
126-24-101-006				
126-24-101-007				
126-24-101-008				
126-24-101-009				
126-24-101-019				
126-24-101-020				
126-24-201-001				
126-24-201-003				
126-24-201-004				
126-24-201-005				
126-24-201-006				
126-24-201-013				
126-24-301-002				
126-24-301-003				
126-24-301-004				
126-24-301-005				
126-24-301-012				
126-24-401-001				
126-24-401-002				
126-24-401-003				
126-24-401-004				
126-24-401-005				
126-24-401-007				
126-24-401-008				
126-24-401-009				
126-24-401-010				
126-24-401-011				
126-24-401-021				
126-24-501-001				
126-24-501-002				
126-24-501-003				

ASSESSMENT ROLL
City of Las Vegas
Special Improvement District No. 607
Cliff's Edge

*Note: The area shown below for purposes of calculating the assessments is not identical to the attached legal descriptions, which reflect the property currently owned by the property owner. This area includes portions of parcels that will be split by the construction of Egan Crest Way and area of parcels with existing right-of-way where future vacations are expected to occur. The Assessor parcel numbers are provided for informational purposes only.

ASSESSOR PARCEL NUMBER	OWNER NAME AND ADDRESS	TOTAL AREA BY OWNER*	TOTAL OWNER ASSESSMENT	LEGAL DESCRIPTION
126-24-501-004 126-24-501-005 PT 126-24-501-017 126-24-601-002 126-24-601-003 126-24-601-012 126-24-601-021 126-24-701-001 126-24-701-002				
126-13-501-004 126-13-501-005 126-13-501-006 126-13-501-007 126-13-501-008 PT 126-13-601-001 126-13-601-003 126-13-601-005 PT 126-13-601-018 PT 126-24-501-017	DANVILLE LAND INVESTMENTS L L C 3855 S JONES BLVD #102 LAS VEGAS NV 89103-2296	84.235	\$4,632,925.00	SEE ATTACHMENT H-3
126-13-101-005 126-13-101-006 126-13-101-007 126-13-101-008 126-13-101-012 126-13-101-014 126-13-101-018 126-13-201-005 126-13-201-006 126-13-201-007 126-13-201-008 126-13-201-013 126-13-201-014 126-13-201-015 126-13-201-016 126-13-501-003 PT 126-13-601-001 126-13-601-007 PT 126-13-601-018	L M CLIFF'S EDGE L L C %R BEVILLE 7150 POLLOCK DR #104 LAS VEGAS NV 89119-9013	146.065	\$8,033,575.00	SEE ATTACHMENT H-4
TOTAL		930.687	\$51,187,785.00	

Legal Description

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1: POD 205

The Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 205

The West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 3: POD 205

The Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M.

Excepting therefrom the North Thirty (30.00) feet, the West Thirty (30.00) feet and that certain spandrel area in the Northwest Corner thereof as described in Deed to Clark County, recorded April 13, 1981 in Book 1384 as Document No. 1343545, Official Records.

Being also described as Lot One (1) of Certificate of Land Division No. LD 52-81 recorded April 13, 1981 in Book 1384 as Document No. 1343544, Official Records.

PARCEL 4: POD 205

The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M.

Excepting therefrom the South Thirty (30.00) feet, the West Thirty (30.00) feet and that certain spandrel area in the Southwest Corner thereof as described in Deed to Clark County, recorded April 13, 1981 in Book 1384 as Document No. 1343545, Official Records.

Being also described as Lot Two (2) of Certificate of Land Division No. LD 52-81 recorded April 13, 1981 in Book 1384 as Document No. 1343544, Official Records.

PARCEL 5: POD 205

The East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.B & M.

PARCEL 6: POD 205

The West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.B & M.

PARCEL 7: POD 205

The East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 8: POD 205

The East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M.

Legal Description

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1: POD 103

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 103

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) **and** the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PROPOSED LEGAL FOR POD 103:

Being a portion of the North Half (N ½) of the North Half (N ½) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Beginning at the East Sixteenth corner common to Section 12 and Section 13, said Township and Range, thence North 87°49'54" East, along the North line of said Section 13, a distance of 687.91 feet; thence South 00°20'43" East, departing said North line, 668.87 feet; thence South 87°58'52" West, 1346.38 feet to the beginning of a non-tangent curve concave Easterly having a radius of 1500.00 feet, a radial line to said beginning bears South 78°32'29" West; thence Northerly, 286.25 feet along said curve through a central angle of 10°56'02"; thence North 00°31'29" West, 380.00 feet to the North line of said Section 13; thence North 87°49'54" East, along said North line, 687.91 feet to the point of beginning.

Legal Description

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1: POD 105

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B.&M.

PARCEL 2: POD 105

The Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B. & M.

Excepting the East 30 feet as conveyed to the County of Clark by Deed recorded December 7, 1973 as Document No. 345130, Official Records.

PARCEL 3: POD 105

The South Half (S ½) of the East Half (E ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B. & M.

PARCEL 4: POD 105

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) **and** a portion of the West Half (W ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 106

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 106

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B.&M.

Excepting therefrom that portion as conveyed to Clark County by Deed recorded September 11, 1978 as Document No. 900890, described as follows:

The North Thirty feet (30.00'); the South Thirty feet (30.00'), and the East Fifty feet (50.00') The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Nevada;

Together with a spandrel area in the Southeast corner thereof, being the Northwest Corner of the intersection of Hualapai Way and Gilcrease Avenue; bounded on the South by the North line of the South Thirty feet (30.00'); on the East side by the West line of the East Fifty feet (50.00'); and on the Northwest by the arc of a curve concave Northwesterly, having a radius of Twenty-Five feet (25.00') that is tangent to the North line of the South Thirty feet (30.00') and tangent to the West line of the East Fifty feet (50.00');

Together with a spandrel area in the Northeast Corner thereof, being the Southwest Corner of the intersection of Unnamed Avenue and Hualapai Way, bounded as follows: on the East side by the West line of the East Fifty feet (50.00') on the North side by the South line of the North Thirty feet (30.00'); and on the Southwest by the arc of a curve concave Southwesterly, having a radius of Twenty-Five feet (25.00') that is tangent to the West line of the East Fifty feet (50.00') and tangent to the South line of the North Thirty feet (30.00').

PARCEL 3: POD 106

The Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼); A portion of the East Half (E ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 4: POD 106

The Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 6: POD 106

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

Excepting therefrom the North Thirty (30.00) feet, the East Fifty (50.00) feet and that certain spandrel area in the Northeast Corner thereof as described in Deed to Clark County for road purposes, recorded September 6, 1979 in Book 1113 as Document No. 1072670, Official Records.

Being further described as Lot One (1) of Certificate of Land Division No. LD 142-79 recorded September 6, 1979 in Book 1113 as Document No. 1072669, Official Records.

PARCEL 7: POD 106

The Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.B & M.

Excepting therefrom the East 50 feet, the South 30 feet and that certain spandrel area in the Southeast Corner as conveyed to Clark County, Nevada by Deed recorded September 6, 1979, in Block 1113 as Document No. 1072670, Official Records.

Being further described as Lot Two (2) of Certificate of Land Division LD No. 142-79 recorded September 6, 1979 in Book 1113 as Document No. 1072669, Official Records.

PARCEL 1: POD 109

The Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); The West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 121:

The West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PROPOSED LEGAL FOR POD 105:

Being a portion of the South half (S ½) of the North half (N ½) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Commencing at the East Sixteenth corner common to Section 12 and Section 13, said Township And Range, thence South 00°26'41" East, 667.05 feet to the point of beginning;

Thence North 87°58'52" East, 686.70 feet; thence South 00°20'43" East, 668.87 feet; thence South 88°07'52" West, 1038.16 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 1500.00 feet, a radial line to said beginning bears South 50°32'30" West; thence Northwesterly, 733.03 feet along said curve through a central angle of 27°59'59"; thence North 87°58'52" East, 659.69 feet to the point of beginning.

PROPOSED LEGAL FOR POD 106:

Being a portion of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Commencing at the East Quarter corner of said Section 13; thence North 00°14'47" West, along the East line of said Section 13, a distance of 670.64 feet to the point of beginning;

Thence South 88°14'56" West, departing said East line, 1368.58 feet; thence South 88°14'34" West, 31.68 feet to the beginning of a non-tangent curve concave Southwesterly having a radius of 1500.00 feet, a radial line to said beginning bears North 77°45'38" East; thence Northwesterly, 726.85 feet along said curve through a central angle of 27°45'49" to the beginning of a reverse curve concave Northeasterly having a radius of 1500.00 feet, a radial line to said beginning bears South 50°02'15" West; thence Northwesterly, 14.26 feet along said curve through a central angle of 00°32'40" thence North 88°07'52" East, 1038.16 feet; thence North 00°20'43" West, 668.87 feet; thence North 87°58'52" East, 686.70 feet to the East line of said Section 13, thence South 00°14'47" East, along said East line, 1341.34 feet to the point of beginning.

Excepting therefrom the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) Of Section 13, Township 19 South, Range 59 East, M.D.M.

Further excepting therefrom the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B.&M.

Excepting therefrom the East 50 feet, the South 30 Feet and that certain spandrel area in the Southeast (SE) Corner as conveyed to Clark County, Nevada by deed recorded September 6, 1979, in Book 1113 as Document No. 1072670, Official Records.

Being further described as Lot Two (2) of the Certificate of Land Division LD No. 142-79 recorded September 6, 1979 in Book 1113 as Document No. 1072669, Official Records.

Further excepting the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M.

PROPOSED LEGAL FOR POD 109:

Being a portion of the South Half (S $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Beginning at the East Quarter corner of said Section 13; thence South $88^{\circ}22'02''$ West, along the South line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 13, a distance of 1366.20 feet; thence North $00^{\circ}26'41''$ West, 360.43 feet to the beginning of a curve concave Westerly having a radius of 1500.00 feet; thence Northerly, 308.78 feet along said curve through a central angle of $11^{\circ}47'41''$; thence North $88^{\circ}14'34''$ East, 31.68 feet; thence North $88^{\circ}14'56''$ East, 1368.58 feet to the East line of said Southeast Quarter (SE $\frac{1}{4}$); thence South $00^{\circ}14'47''$ East, 670.64 feet to the point of beginning.

Excepting therefrom the North Half (N $\frac{1}{2}$) of the East half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.B.&M.

Excepting therefrom the North 30 feet and the East 50 feet and that certain spandrel area in the Northeast (NE) Corner, as granted to Clark County for roads, utilities and other public purposes, by deed recorded May 8, 1979 in Book 1052 as Document No. 1011072, Official Records.

Further excepting therefrom the South Half (S $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.B.&M.

Excepting therefrom the South 40 feet and the East 50 feet and that certain spandrel area in the Southeast (SE) Corner, as granted to Clark County for roads, utilities and other public purposes, by deed recorded May 8, 1979 in Book 1052 as Document No. 1011072, Official Records.

Legal Description

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1: POD 102

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B. & M.

PARCEL 2: POD 102

A portion of the West Half (W ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼); The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼); The East Half (E ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 107

The East Half (E ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.B. & M.

PARCEL 2: POD 107

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 107

The Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼); The East Half (E ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 4: POD 107

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 1: POD 108

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D. B. & M.

PARCEL 2: POD 108

A Portion of the East Half (E ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼); The Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 202

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 202

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 202

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 4: POD 202

The East Half (E ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 1: POD 204

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 204

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼); and

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 3: POD 204

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 1: POD 206

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 206

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 206

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 4: POD 206

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 5: POD 206

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 6: POD 206

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PROPOSED LEGAL FOR POD 102:

Being a portion of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Beginning at the Quarter Corner common to Section 12 And Section 13, said Township and Range; thence North 87°49'54" East, along the North line of said Section 13, a distance of 687.91 feet; thence South 00°31'29" East, departing said North line, 380.00 feet to the beginning of a curve concave Easterly having a radius of 1500.00 feet; thence Southerly, 1019.28 feet along said curve through a central angle of 38°56'01" to the South line of said Northwest Quarter (NW ¼); thence South 88°07'52" West, along said South line, 1019.23 feet to the West line of said Northwest Quarter (NW ¼); thence North 00°36'19" West, along said West line, 1326.81 feet to the point of beginning.

PROPOSED LEGAL FOR POD 108:

Being a portion of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Commencing at the Center Quarter corner of said Section 13; thence North 88°21'18" East, along the South line of the Northeast Quarter (NE ¼) of said Section 13, a distance of 683.45 feet to the point of beginning;

Thence North 00°32'59" West, 1332.79 feet; thence North 88°07'52" East, 333.28 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 1500.00 feet, a radial line to said beginning bears South 50°32'30" West; thence Southeasterly, 14.26 feet along said curve through a central angle of 00°32'40" to the beginning of a reverse curve concave Southwesterly having a radius of 1500.00 feet, a radial line to said beginning bears North 49°59'49" East; thence Southeasterly, 1035.63 feet along said curve through a central angle of 39°33'30"; thence South 00°26'41" East, 360.43 feet to the South line of the Northeast Quarter (NE ¼) of said Section 13; thence South 88°21'18" West, along said South line, 683.45 feet to the point of beginning.

Exhibit I

Permits Required

There are no additional significant permits required.

Exhibit J

City of Las Vegas, Nevada
Special Improvement District No. 607 Information Form

Dear Property Owner,

APN# _____

You are about to purchase a property in Special Improvement District No. 607 of the City of Las Vegas, Nevada. **THIS PROPERTY IS SUBJECT TO AN OUTSTANDING ASSESSMENT.** Below are some commonly asked questions regarding Special Assessment Districts. Please take the time to read through all of the information. After reading information, please sign, date, and mail the form to the address set forth below.

Why was the Assessment District created?

In _____ of 2004, City of Las Vegas issued \$ _____ of bonds to fund the acquisition and construction of certain street, water and sewer improvements specifically benefiting property located in the City's Special Improvement District No. 607.

What are my assessment installment payments used for?

To repay the principal and interest on the bonds issued to finance the street, water, and sewer improvements.

Who is responsible for payment?

Each assessment constitutes a lien on the property similar to a property tax lien and must be paid by the property owner.

How often are assessments installments billed?

Assessment installments are billed semi-annually. Assessment payments are due April 1 and October 1 of each year (each, a "Due Date") until April 1, 2024. Late penalties for delinquent installments can be substantial. To avoid late penalties and potential foreclosure proceedings, please pay the amount due prior to the Due Date. Late penalties accrue at the first of each month if payment is not received on or before the Due Date.

Can the assessment be paid in advance?

Yes. The assessment may be paid in full at any time, if interest is also paid to the next assessment installment payment date.

Is there a premium charged for prepaying my assessment?

Yes. The prepayment premium is 3% of the outstanding principal balance.

What happens if I sell my home?

The remaining assessment may be transferred to the new owner at the time of sale or paid off in advance as described above.

Are there penalties for failure to pay/underpayment of assessment installments?

Yes, if an assessment payment is not received by the Due Date indicated on the payment coupon, a late penalty of 2% per month will be imposed. In addition, failure to pay an assessment installment when due may cause the whole amount of the outstanding assessment to become due and payable immediately as a result of the commencement of sale or foreclosure proceedings.

What about overpayments?

If an overpayment is received, the amount of the overpayment will be credited in the manner selected by the Owner on the payment coupon. If no selection is indicated, the overpayment will be applied in accordance with policy established by the City.

Is my assessment limited to the property I own?

Yes. The assessment levied on any property owner's parcel is limited to that individual piece of property. As a property owner, you will never be liable for any other owners' assessments.

Where can I get further information about the District or my bill?

Call (702)-796-0082.

Please Sign Below.

APN# _____
Buyer: _____
Buyer: _____

Address: _____
Date: _____
Date: _____

Please mail original signed copy to: City of Las Vegas Treasurer's Office—SID No. 607, 400 Stewart Avenue, Las Vegas, NV 89101

Exhibit K

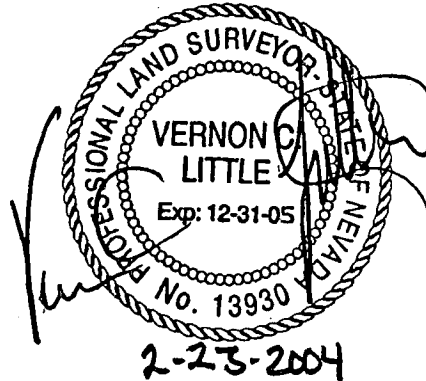
Description of all Property in the District



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

FEBRUARY 22, 2004
W.O. 5969
BY: VCL
P.R. BY: TZ
PAGE 1 OF 3



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHWESTERLY OF GRAND TETON DRIVE AND HUALAPAI WAY FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT**

BEING PORTIONS OF SECTION 13 AND PORTIONS OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 13, SAME BEING THE CENTERLINE INTERSECTION OF GRAND TETON DRIVE AND PULI ROAD; THENCE NORTH $87^{\circ}50'15''$ EAST, ALONG THE NORTH LINE OF SAID SECTION 13, COINCIDENT WITH THE CENTERLINE OF SAID GRAND TETON DRIVE, 687.41 FEET; THENCE SOUTH $00^{\circ}49'59''$ EAST, DEPARTING SAID NORTH LINE AND SAID CENTERLINE, 659.40 FEET; THENCE NORTH $87^{\circ}56'49''$ EAST, 343.30 FEET; THENCE NORTH $00^{\circ}47'57''$ WEST, 660.07 FEET TO THE NORTH LINE OF SAID SECTION 13, SAME BEING THE CENTERLINE OF GRAND TETON DRIVE; THENCE NORTH $87^{\circ}50'15''$ EAST, ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE, 1718.52 FEET; THENCE NORTH $87^{\circ}49'54''$ EAST, CONTINUING ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE, 2063.72 FEET; THENCE SOUTH $00^{\circ}20'43''$ EAST, DEPARTING SAID NORTH LINE AND SAID CENTERLINE, 668.87 FEET; THENCE NORTH $87^{\circ}58'52''$ EAST, 686.70 FEET TO THE EAST LINE OF SAID SECTION 13, SAME BEING THE CENTERLINE OF HUALAPAI WAY; THENCE SOUTH $00^{\circ}14'47''$ EAST, ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, 1006.02 FEET; THENCE SOUTH $88^{\circ}11'24''$ WEST, DEPARTING SAID EAST LINE AND SAID CENTERLINE, 684.89 FEET;

W.O. 5969

FEBRUARY 22, 2004

PAGE 2 OF 3

THENCE SOUTH 00°20'43" EAST, 334.60 FEET; THENCE NORTH 88°14'56" EAST, 342.15 FEET; THENCE SOUTH 00°17'45" EAST, 669.92 FEET; THENCE NORTH 88°22'02" EAST, 341.55 FEET TO THE EAST LINE OF SAID SECTION 13, SAME BEING THE CENTERLINE OF HUALAPAI WAY; THENCE SOUTH 00°19'04" EAST, ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, 2674.27 FEET TO THE NORTHEAST CORNER OF SECTION 24, SAID TOWNSHIP AND RANGE; THENCE SOUTH 00°08'16" WEST, ALONG THE EAST LINE OF SAID SECTION 24 AND ALONG SAID CENTERLINE, 2010.01 FEET; THENCE DEPARTING SAID EAST LINE AND SAID CENTERLINE, ALONG THE FOLLOWING TWENTY-ONE (21) COURSES: (1) SOUTH 88°49'24" WEST, 340.19 FEET; (2) SOUTH 00°08'25" WEST, 669.93 FEET; (3) SOUTH 88°50'11" WEST, 340.21 FEET; (4) NORTH 00°08'34" EAST, 1339.70 FEET; (5) SOUTH 88°48'37" WEST, 680.32 FEET; (6) SOUTH 00°08'51" WEST, 1339.39 FEET; (7) SOUTH 88°50'46" WEST, 339.29 FEET; (8) SOUTH 00°08'10" WEST, 334.58 FEET; (9) SOUTH 88°51'59" WEST, 339.14 FEET; (10) SOUTH 00°06'42" WEST, 334.46 FEET; (11) SOUTH 88°53'13" WEST, 338.99 FEET; (12) NORTH 00°05'14" EAST, 668.66 FEET; (13) NORTH 00°05'44" EAST, 669.37 FEET; (14) SOUTH 88°49'41" WEST, 339.49 FEET; (15) SOUTH 88°51'15" WEST, 681.95 FEET; (16) NORTH 00°08'09" EAST, 668.77 FEET; (17) SOUTH 88°48'43" WEST, 681.28 FEET; (18) SOUTH 00°11'38" WEST, 1336.56 FEET; (19) SOUTH 00°11'10" EAST, 1335.91 FEET; (20) NORTH 88°55'50" EAST, 339.85 FEET; (21) SOUTH 00°07'16" EAST, 1336.70 FEET TO THE SOUTH LINE OF SAID SECTION 24, SAME BEING THE CENTERLINE OF CENTENNIAL PARKWAY; THENCE SOUTH 89°00'28" WEST, ALONG SAID SOUTH LINE AND ALONG SAID CENTERLINE, 1691.81 FEET TO THE WEST LINE OF SAID SECTION 24, SAME BEING THE CENTERLINE OF PULI ROAD; THENCE NORTH 00°27'06" WEST ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2668.61 FEET; THENCE NORTH 00°19'26" EAST, CONTINUING ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2670.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°55'58" WEST, ALONG THE WEST LINE OF SAID SECTION 13, AND ALONG THE CENTERLINE OF SAID PULI ROAD, 2635.04 FEET; THENCE NORTH 00°54'05" WEST, CONTINUING ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2632.30 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1013.83 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

W.O. 5969
FEBRUARY 22, 2004
PAGE 3 OF 3

EXCEPTING THEREFROM THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, SAID TOWNSHIP AND RANGE;

CONTAINING 20.70 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

FURTHER EXCEPTING THEREFROM THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 13, SAID TOWNSHIP AND RANGE;

CONTAINING 62.44 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

CONTAINING A TOTAL AREA OF 930.69 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

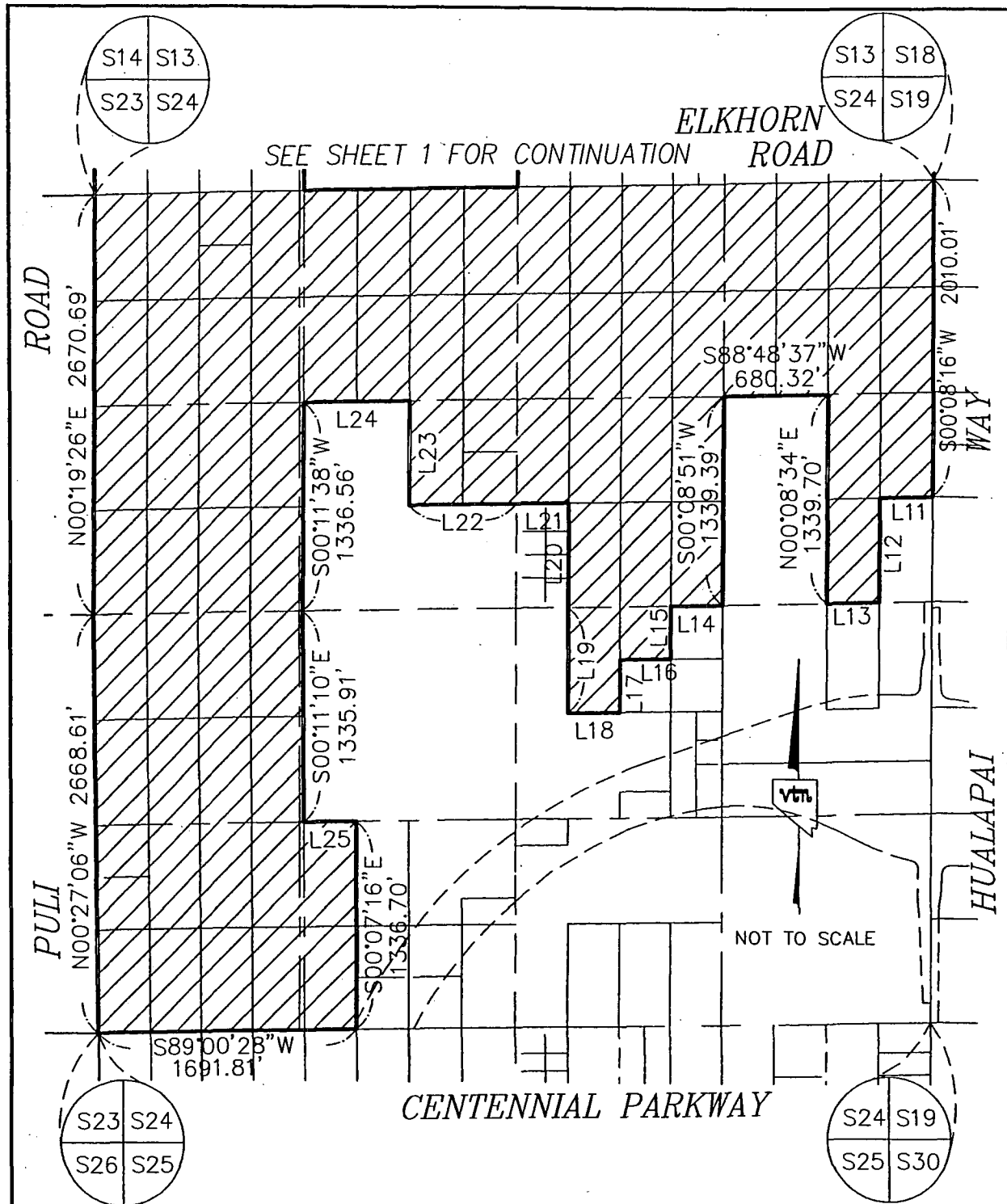
BASIS OF BEARINGS:

NORTH 87°50'15" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 124 OF SURVEYS, PAGE 94.

NOTE:

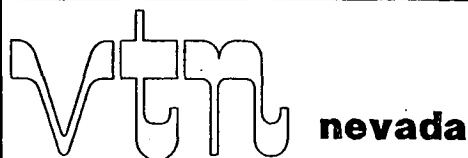
THIS LEGAL DESCRIPTION IS NOT INTENDED FOR SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.



SECTION 24, T. 19 S., R. 59 E., M.D.M.

G: /5969/5969LEGAL.DWG (SD-0A-2)



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

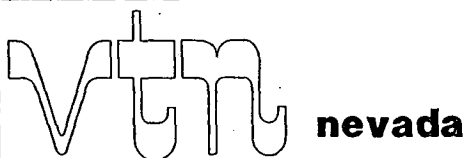
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

SPECIAL IMPROVEMENT
DISTRICT

SCALE	HORZ. NONE
	VERT. NA
W.O. NO.	5969
DRAWN BY:	VCL
DATE:	2/22/04
SHEET	2 OF 3

COURSE TABLE		
COURSE	BEARING	LENGTH
L1	N87°50'15"E	687.41'
L2	S00°49'59"E	659.40'
L3	N87°56'49"E	343.30'
L4	N00°47'57"W	660.07'
L5	S00°20'43"E	668.87'
L6	N87°58'52"E	686.70'
L7	S00°20'43"E	334.60'
L8	N88°14'56"E	342.15'
L9	S00°17'45"E	669.92'
L10	N88°22'02"E	341.55'
L11	S88°49'24"W	340.19'
L12	S00°08'25"W	669.93'
L13	S88°50'11"W	340.21'
L14	S88°50'46"W	339.29'
L15	S00°08'10"W	334.58'
L16	S88°51'59"W	339.14'
L17	S00°06'42"W	334.46'
L18	S88°53'13"W	338.99'
L19	N00°05'14"E	668.66'
L20	N00°05'44"E	669.37'
L21	S88°49'41"W	339.49'
L22	S88°51'15"W	681.95'
L23	N00°08'09"E	668.77'
L24	S88°48'43"W	681.28'
L25	N88°55'50"E	339.85'

G: /5969/5969LEGALDWG (SD-0A-1)



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

SPECIAL IMPROVEMENT
DISTRICT

SCALE	HORZ. NONE
	VERT. NA
W.O. NO.	5969
DRAWN BY:	VCL
DATE:	2/22/04
SHEET	3 OF 3



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Project
1.1

JANUARY 21, 2004
W.O. 5969-A
BY: SP
P.R. BY: VCL
PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHWESTERLY OF THE PULI ROAD AND ELKHORN ROAD FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT
KYLE CANYON OUTFALL**

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 14 AND A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 14, SAID TOWNSHIP AND RANGE, SAME BEING THE CENTERLINE INTERSECTION OF PULI ROAD AND GRAND TETON DRIVE; THENCE SOUTH 89°08'54" WEST, 57.85 FEET; THENCE SOUTH 28°43'52" WEST, 2026.30 FEET; THENCE SOUTH 02°30'14" WEST, 311.87 FEET; THENCE NORTH 89°22'31" WEST, 242.93 FEET; THENCE NORTH 00°00'00" EAST, 322.76 FEET; THENCE NORTH 90°00'00" EAST, 93.06 FEET; THENCE NORTH 28°43'52" EAST, 2007.59 FEET; THENCE SOUTH 89°08'54" WEST, 19.65 FEET; THENCE NORTH 00°42'00" WEST, 250.92 FEET; THENCE NORTH 89°35'30" EAST, 257.65 FEET; THENCE SOUTH 01°03'45" WEST, 249.06 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 10.24 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

NOTE:

THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

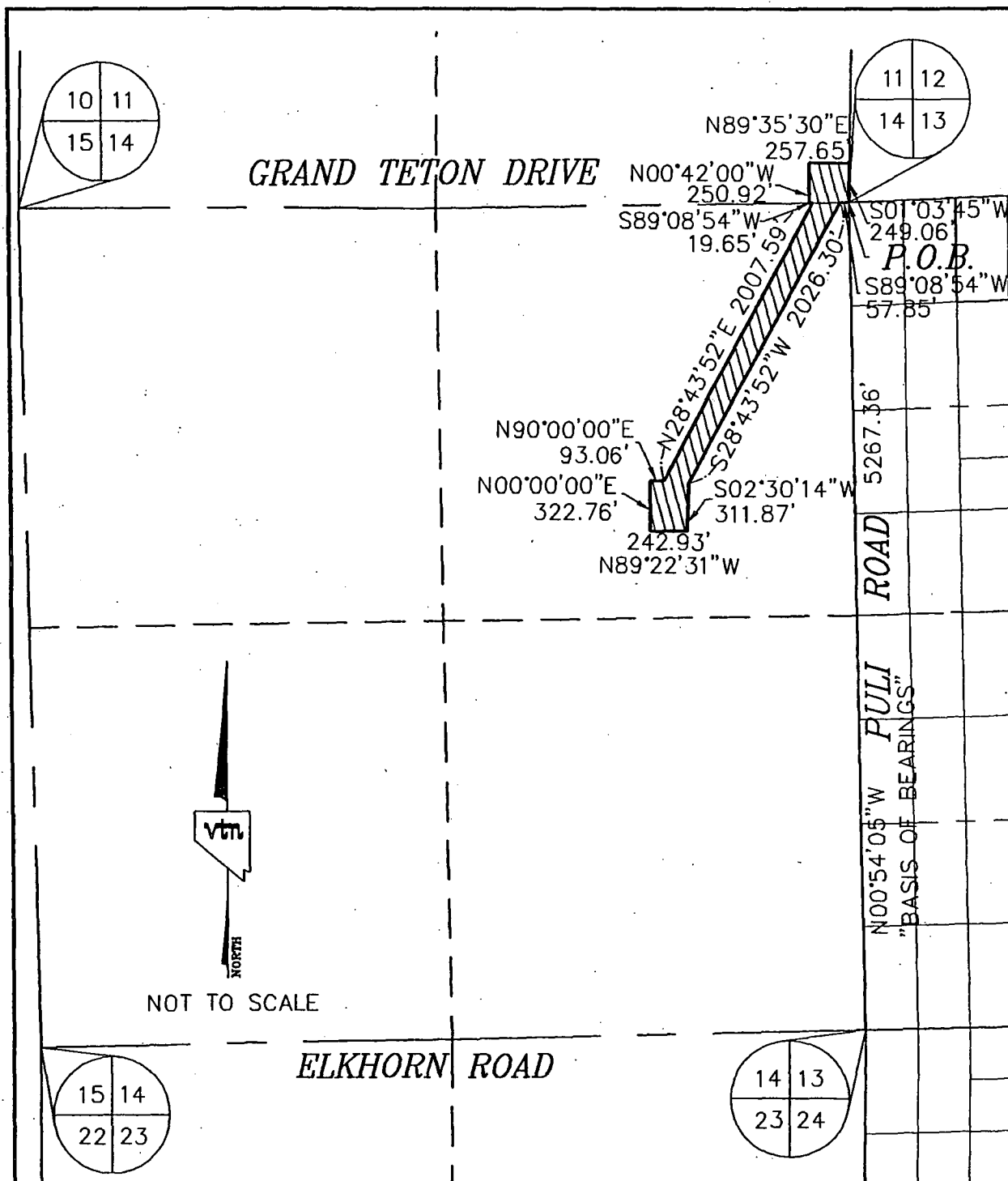
W.O. 5969-A
JANUARY 21, 2004
PAGE 2 OF 2

BASIS OF BEARINGS:

NORTH 00°54'05" WEST, BEING THE BEARING OF THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 124 OF SURVEYS, PAGE 94.

END OF DESCRIPTION.

G:\5969\LEGAL\SID-S14.DOC
REF: G:\5969\LEGAL.DWG (SID-S14)



G:/5969/5969LEGAL.DWG (SID-S14)

VTM nevada

2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
DISTRICT**

SCALE	HORZ. NONE
	VERT. NA
W.O. NO.	5969-A
DRAWN BY:	SP
DATE:	1/21/04
SHEET	1 OF 1

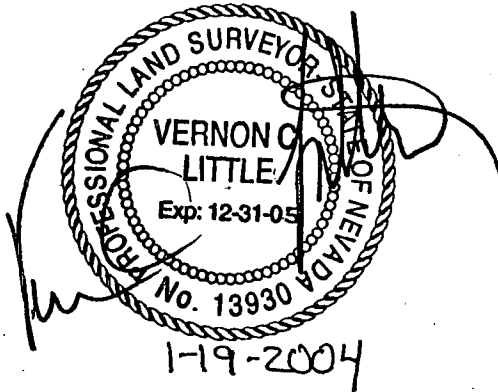


CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Projects
1.3, 2.5, 2.6, 3.7,
4.4, 4.7, 4.12, 4.13,
4.14, 4.16, 4.17

W.O. 5969-A
JANUARY 19, 2004
BY: VCL
P.R. BY: TZ
PAGE 1 OF 1



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED
SOUTHEASTERLY OF PULI ROAD AND GRAND TETON DRIVE.

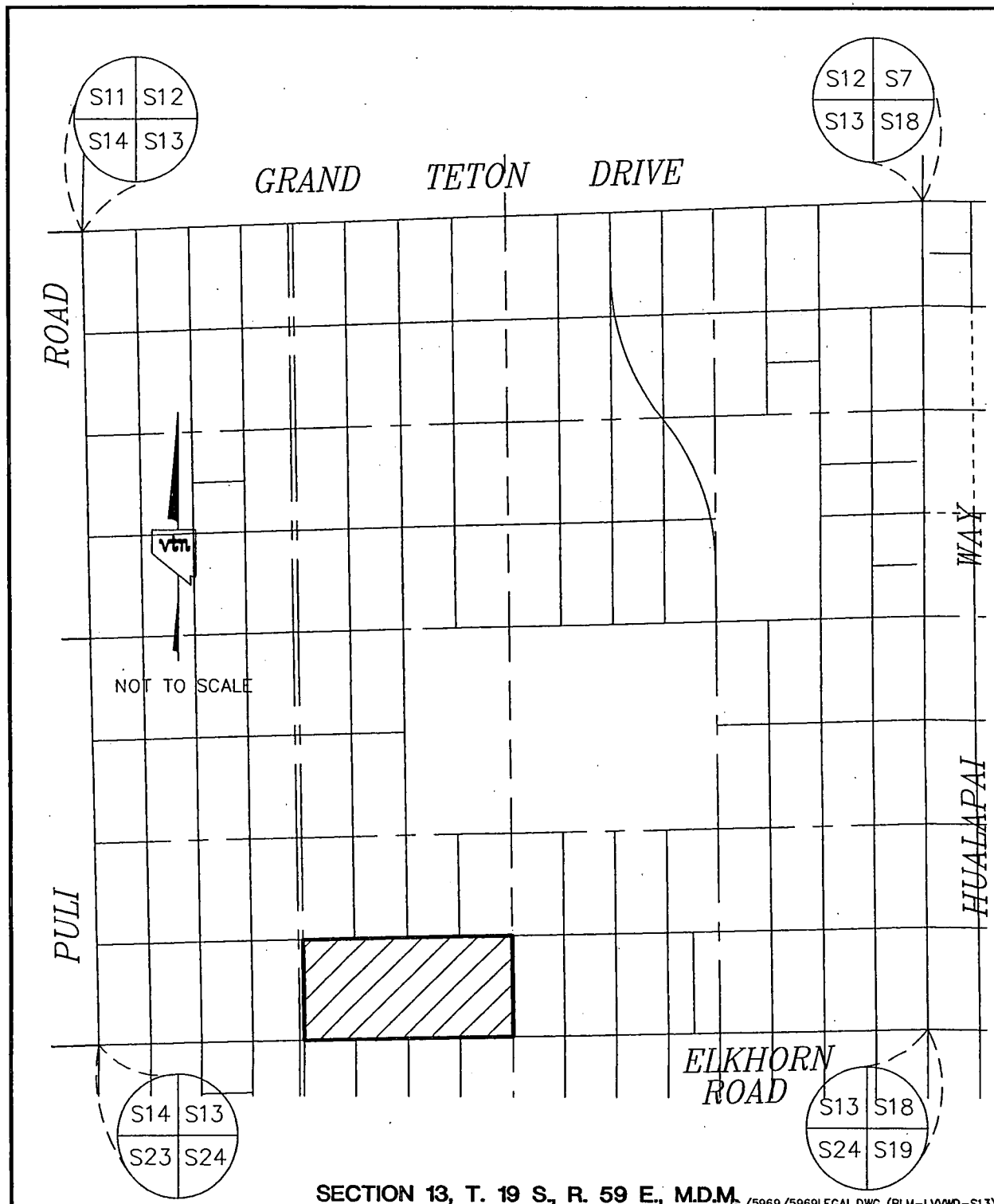
L.V.V.W.D. RESERVOIR SITE

BEING THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF
THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, TOWNSHIP 19 SOUTH,
RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA,
AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION",
ATTACHED HERETO AND MADE A PART HEREOF.

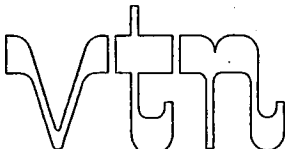
CONTAINING 20.70 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER
METHODS.

NOTE: THIS LEGAL IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED
FOR SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED
STATUTES.

END OF DESCRIPTION.



SECTION 13, T. 19 S., R. 59 E., M.D.M. 5969/5969LEGAL.DWG (BLM-LVVWD-S13)

 2727 S. RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION	SCALE	HORZ. NONE
			VERT. NA
	LVVWD RESERVOIR SITE	W.O. NO.	5969
		DRAWN BY:	VCL
		DATE:	1/19/04
	SHEET 1 OF 1		

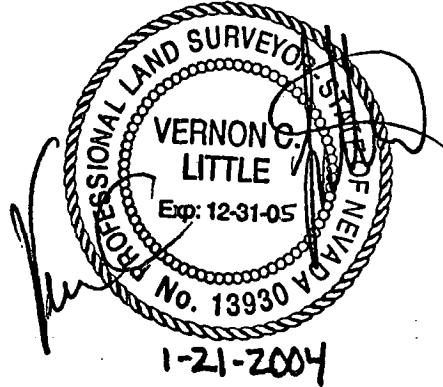


CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Project
2.1

JANUARY 21, 2004
W.O. 5969-A
BY: SP
P.R. BY: VCL
PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED EASTERLY OF HUALAPAI WAY AND ALONG THE SEVERANCE LANE ALIGNMENT FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

LEGAL DESCRIPTION

CLIFFS EDGE

**SPECIAL IMPROVEMENT DISTRICT
SEVERANCE LANE SEWER ALIGNMENT**

BEING THE SOUTH 20.00 FEET OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

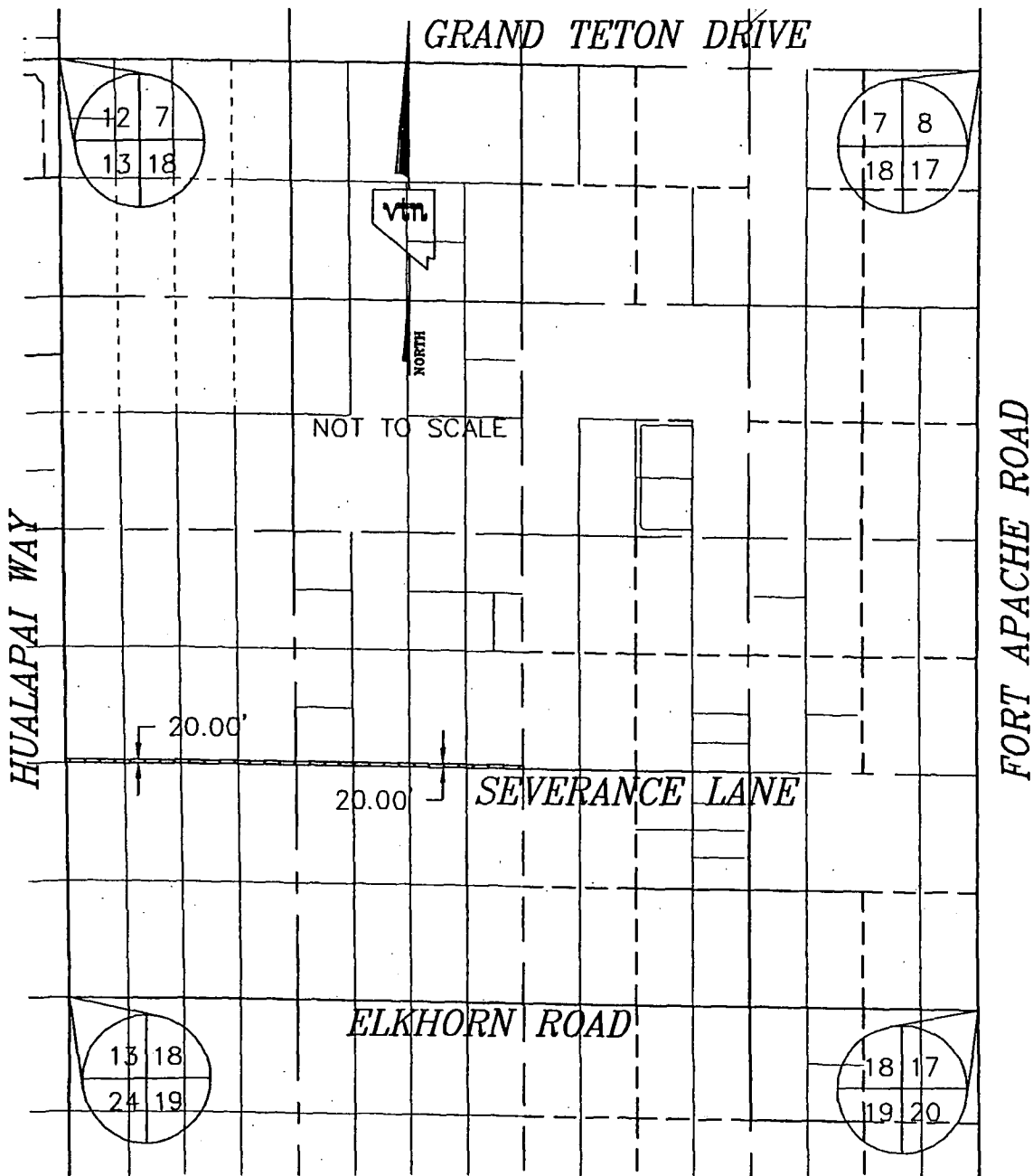
CONTAINING 1.22 ACRES (53,261 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

NOTE:

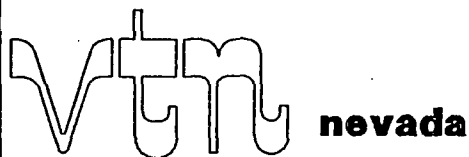
THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.

G:\5969\LEGAL\SID-S18A.DOC
REF: G:\5969\LEGAL.DWG (SID-S18A)



G: /5969/5969LEGAL.DWG (SID-S18A)



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
DISTRICT**

SCALE	HORZ.	NONE
	VERT.	NA
W.O. NO.	5969-A	
DRAWN BY:	SP	
DATE:	1/21/04	
SHEET	1	OF 1

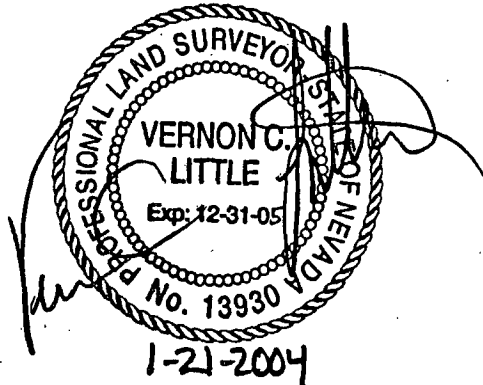


CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Project
2.2

JANUARY 21, 2004
W.O. 5969-A
BY: SP
P.R. BY: VCL
PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED EASTERLY OF THE HUALAPAI WAY AND ALONG THE ELKHORN ROAD ALIGNMENT FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT
ELKHORN ROAD SEWER ALIGNMENT**

BEING THE NORTH 20.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

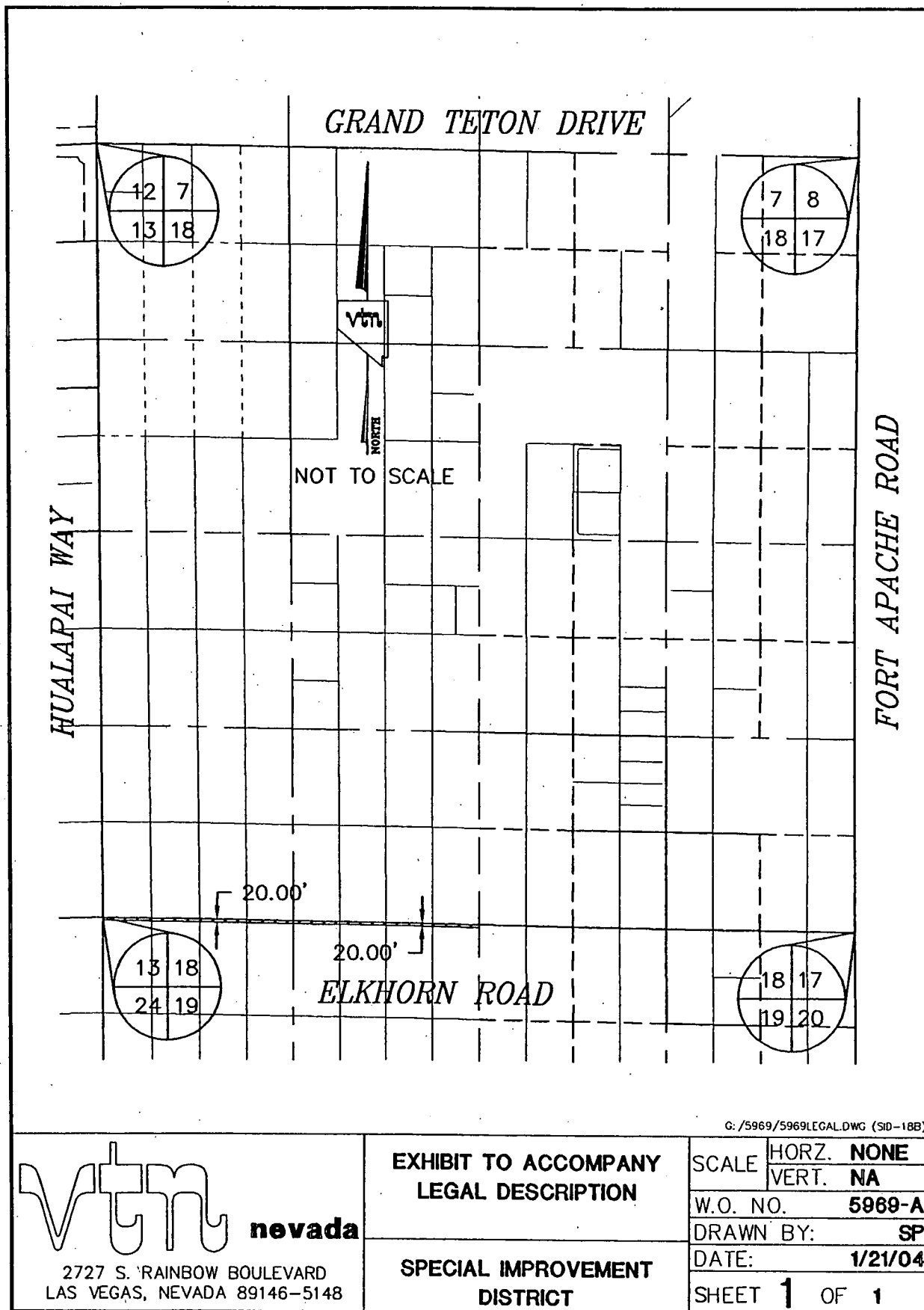
CONTAINING 1.83 ACRES (79,883 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

NOTE:

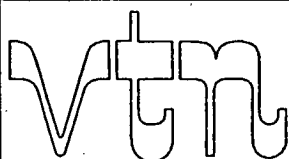
THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.

G:\5969\LEGAL\SID-S18B.DOC
REF: G:\5969\LEGAL.DWG (SID-S18B)



G: /5969/5969LEGAL.DWG (SID-18B)



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
DISTRICT**

SCALE	HORZ.	NONE
	VERT.	NA
W.O. NO.		5969-A
DRAWN BY:		SP
DATE:		1/21/04
SHEET 1 OF 1		



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Project
2.3

JANUARY 21, 2004
W.O. 5969-A
BY: SP
P.R. BY: VCL
PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED EASTERLY OF THE HUALAPAI WAY AND ALONG THE DEER SPRINGS WAY ALIGNMENT FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT
DEER SPRINGS WAY SEWER ALIGNMENT**

BEING THE SOUTH 20.00 FEET OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

THE SOUTH 20.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19, SAID TOWNSHIP AND RANGE.

THE NORTH 20.00 FEET OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 19, SAID TOWNSHIP AND RANGE.

THE NORTH 20.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 19, SAID TOWNSHIP AND RANGE.

THE NORTH 20.00 FEET OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 19, SAID TOWNSHIP AND RANGE.

W.O. 5969-A
JANUARY 21, 2004
PAGE 2 OF 2

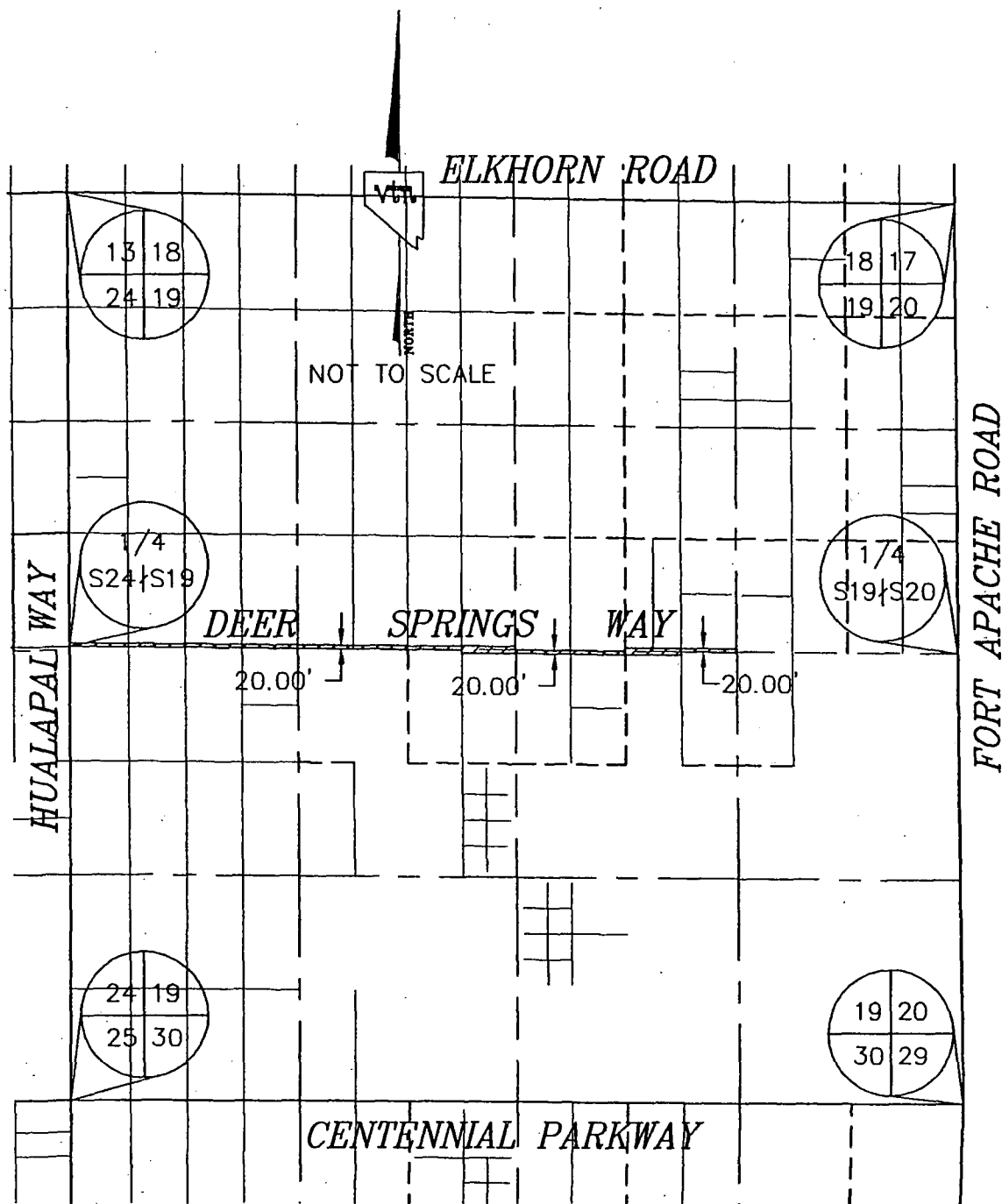
CONTAINING 2.14 ACRES (93,121 SQUARE FEET), MORE OR LESS, AS
DETERMINED BY COMPUTER METHODS.

NOTE:

THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT
INTENDED FOR SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA
REVISED STATUTES.

END OF DESCRIPTION.

G:\5969\LEGAL\SID-S19A.DOC
REF: G:\5969\LEGAL.DWG (SID-S19A)



G: /5969/5969LEGAL.DWG (S10-S19A)

VTN nevada
 2727 S. RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
 DISTRICT**

SCALE	HORZ.	NONE
	VERT.	NA
W.O. NO.		5969-A
DRAWN BY:		SP
DATE:		1/21/04
SHEET 1 OF 1		

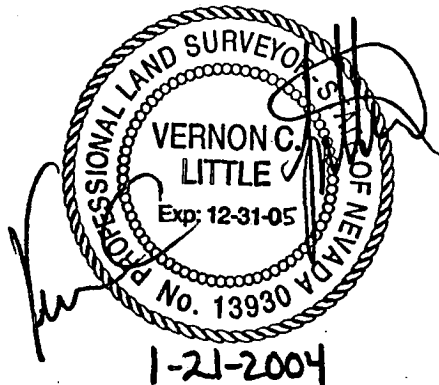


CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Project
2.4

JANUARY 20, 2004
W.O. 5969-A
BY: SP
P.R. BY: VCL
PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHEASTERLY OF THE CENTENNIAL PARKWAY AND PULI ROAD WAY FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT
CENTENNIAL PARKWAY SEWER ALIGNMENT**

BEING PORTIONS OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 59 EAST, AND PORTIONS OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE NORTH 20.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25, SAID TOWNSHIP AND RANGE;

THE NORTH 20.00 FEET OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, SAID TOWNSHIP AND RANGE;

THE WEST 20.00 FEET OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25 SAID TOWNSHIP AND RANGE;

THE WEST 20.00 FEET OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), OF SECTION 25, SAID TOWNSHIP AND RANGE;

THE NORTH 20.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID TOWNSHIP AND RANGE;

W.O. 5969-A
JANUARY 20, 2004
PAGE 2 OF 2

THE NORTH 20.00 FEET AND THE EAST 20.00 FEET OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, SAID TOWNSHIP AND RANGE;

THE NORTH 20.00 FEET OF THE EAST 20.00 FEET OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 25, SAID TOWNSHIP AND RANGE;

THE NORTH 20.00 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 30, SAID TOWNSHIP AND RANGE;

THE NORTH 20.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 30, SAID TOWNSHIP AND RANGE, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

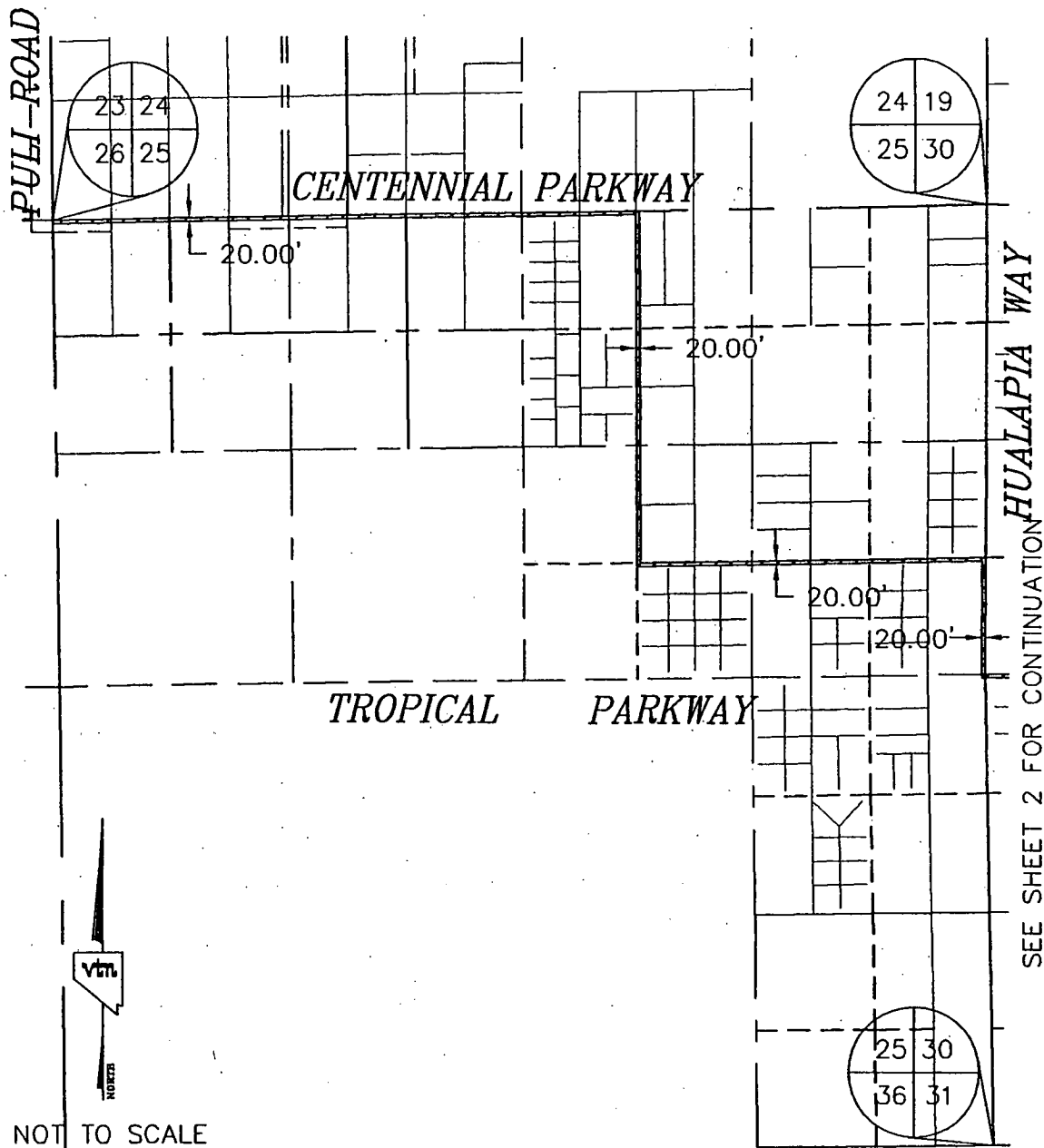
CONTAINING A TOTAL AREA OF 5.23 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

NOTE:

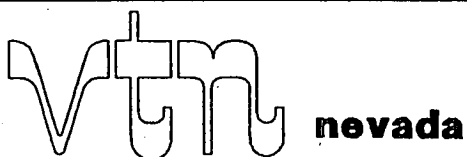
THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.

G:\5969\LEGAL\SID-S25-S30.DOC
REF: G:\5969\LEGAL.DWG (SID-S25-S30)



C: /5969/5969LEGAL.DWG (SD-25)



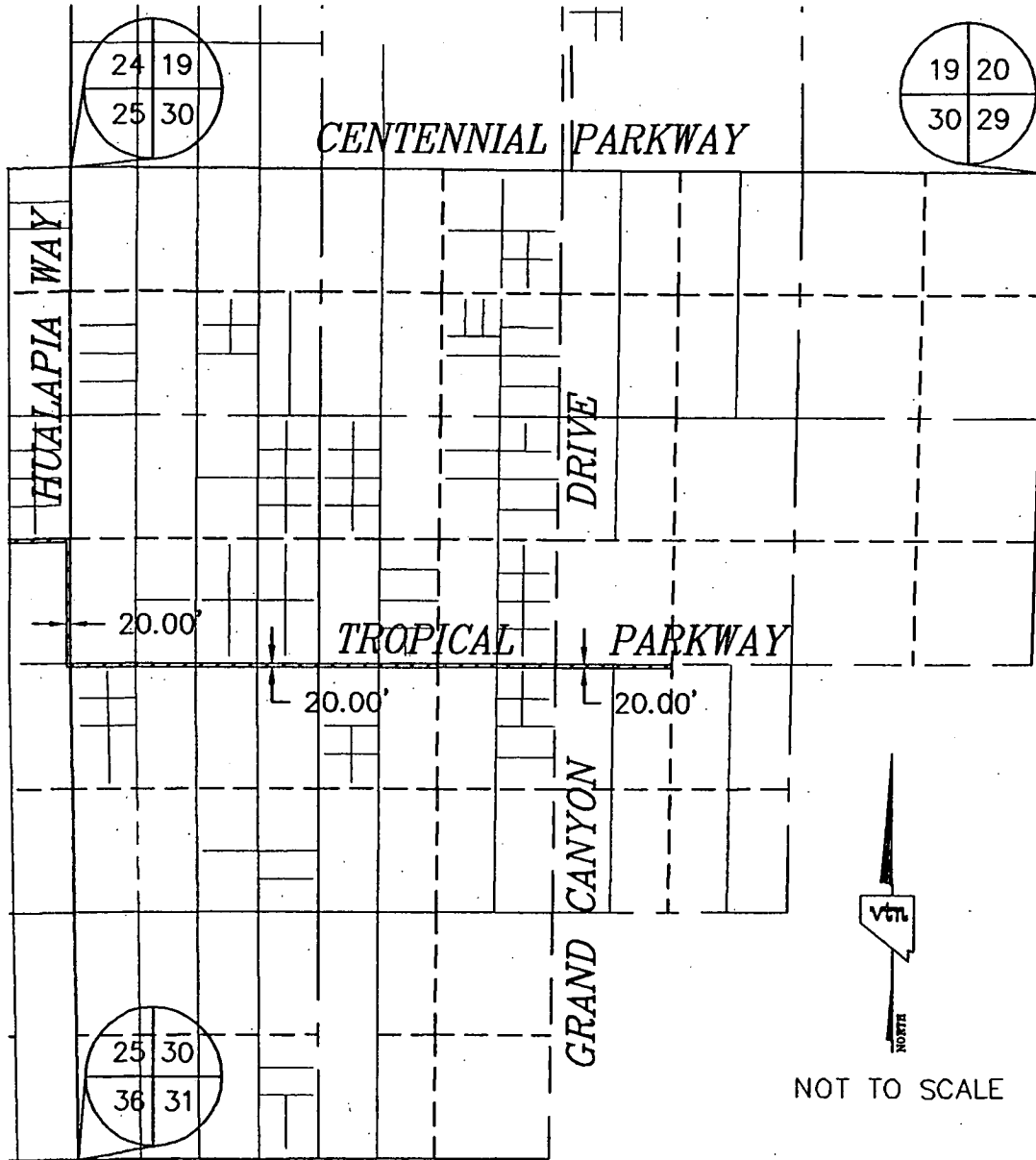
2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

SPECIAL IMPROVEMENT
DISTRICT

SCALE	HORZ.	NONE
	VERT.	NA
W.O. NO.		5969-A
DRAWN BY:		SP
DATE:		1/20/04
SHEET 1 OF 2		

SEE SHEET 1 FOR CONTINUATION



NOT TO SCALE

G: /5969/5969LEGAL.DWG (SID-25)

VTM nevada
 2727 S. RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
 DISTRICT**

SCALE	HORZ.	NONE
	VERT.	NA
W.O. NO.	5969-A	
DRAWN BY:	SP	
DATE:	1/20/04	
SHEET	2	OF 2



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Project
2.5

W.O. 5969-A
MARCH 24, 2004
BY: VCL
P.R. BY: TZ
PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF SHAUMBER ROAD AND CENTENNIAL PARKWAY, RUNNING ALONG THE 215 BELTWAY FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT**

BEING A PORTION OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH CORNER COMMON TO SECTION 24 AND SECTION 25, SAID TOWNSHIP AND RANGE; THENCE NORTH 89°00'28" EAST, ALONG THE SOUTH LINE OF SAID SOUTH HALF (S 1/2), A DISTANCE OF 308.25 FEET; THENCE NORTH 00°59'32" WEST, DEPARTING SAID SOUTH LINE, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3205.00 FEET, SAME BEING THE POINT OF BEGINNING, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 65°16'28" WEST;

THENCE NORTHEASTERLY, 733.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°06'20"; THENCE NORTH 88°58'09" EAST, 38.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3175.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 51°43'53" WEST; THENCE SOUTHWESTERLY, 736.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°16'55"; THENCE SOUTH 89°00'28" WEST, 33.33 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

W.O. 5969-A
JANUARY 16, 2004
PAGE 2 OF 2

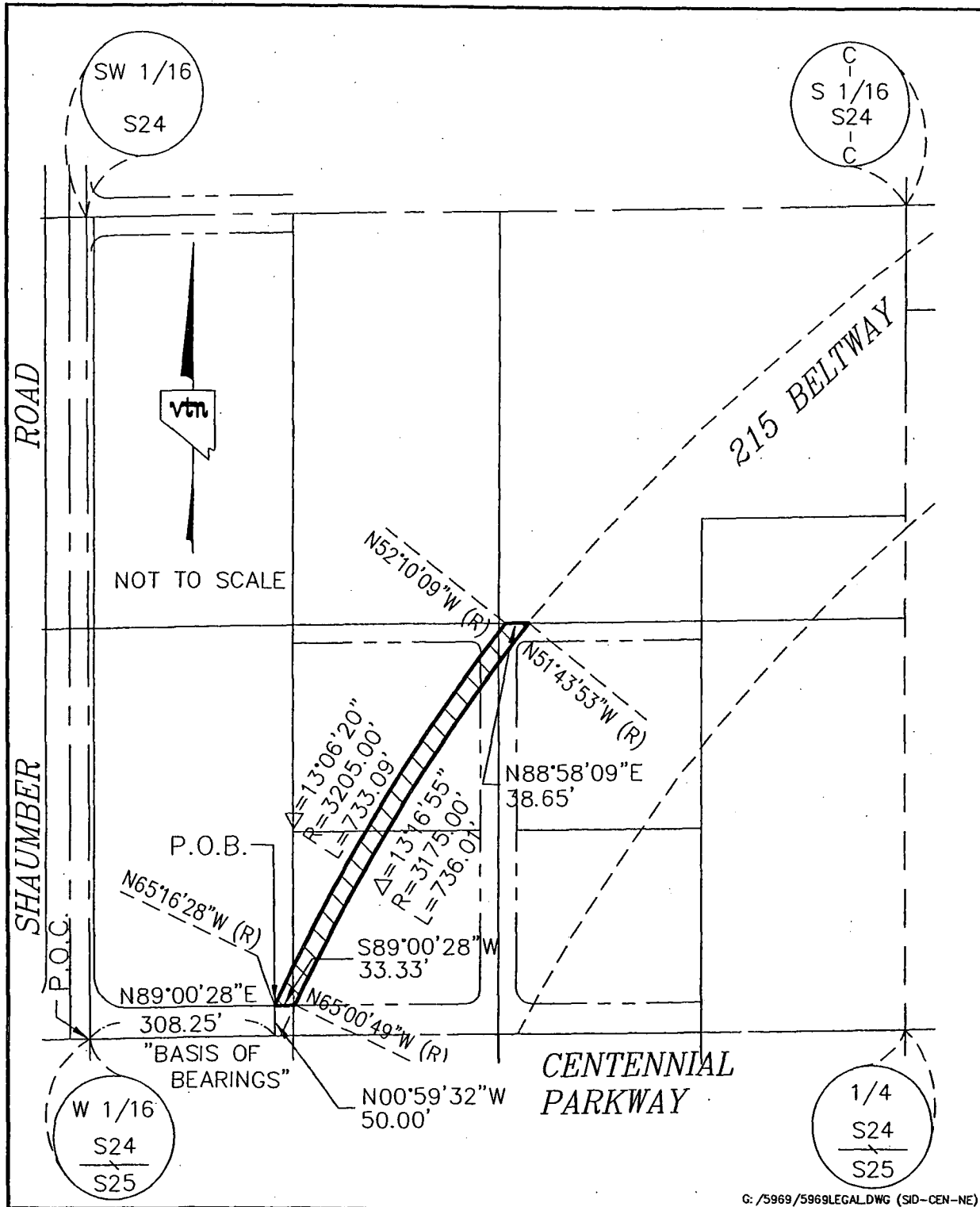
CONTAINING 22,036 SQUARE FEET (0.51 ACRES), MORE OR LESS, AS
DETERMINED BY COMPUTER METHODS.

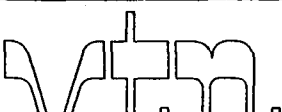
RUNNING 736 LINEAR FEET AT A WIDTH OF 30.00 FEET, MORE OR LESS.

BASIS OF BEARINGS:

NORTH 89°00'28" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE
SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF
SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK
COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE
IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN
FILE 124 OF SURVEYS, PAGE 94.

END OF DESCRIPTION.



 2727 S. RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION	SCALE	HORZ. NONE
			VERT. NA
	SPECIAL IMPROVEMENT DISTRICT	W.O. NO.	5969-A
		DRAWN BY:	VCL
		DATE:	3/24/04
		SHEET 1	OF 1



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Project
2.6

W.O. 5969-A
JANUARY 16, 2004
BY: SP
P.R. BY: VCL
PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIBES PORTIONS OF DEER SPRINGS WAY AND EGAN CREST WAY FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT**

BEING A PORTION OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID WEST HALF (W 1/2); THENCE NORTH 88°50'11" EAST, ALONG THE NORTH LINE OF SAID WEST HALF (W 1/2), A DISTANCE OF 680.41 FEET; THENCE SOUTH 00°11'31" WEST, DEPARTING SAID NORTH LINE, 20.01 FEET; THENCE SOUTH 88°50'11" WEST, 630.39 FEET; THENCE SOUTH 00°09'39" WEST, 793.78 FEET; THENCE SOUTH 71°11'39" WEST, 52.87 FEET; THENCE NORTH 00°09'39" EAST, 829.81 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 53,698 SQUARE FEET (1.23 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

RUNNING 1,476 LINEAR FEET, MORE OR LESS.

W.O. 5969-A
JANUARY 16, 2004
PAGE 2 OF 2

BASIS OF BEARINGS:

NORTH 00°09'39" EAST, BEING THE BEARING OF THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 124 OF SURVEYS, PAGE 94.

END OF DESCRIPTION.

G:\5969\LEGALS\BLM-SID8.DOC

REF: G:\5969\EXHIBIT\BLM-RW.DWG (BLM-SID8)

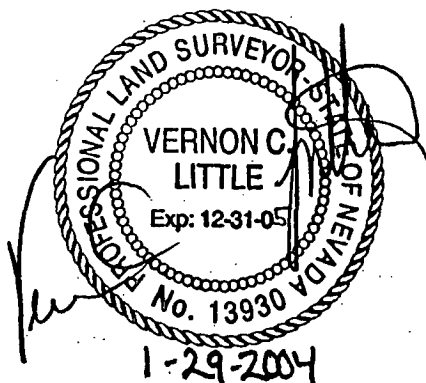


CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Project
2.6

W.O. 5969-A
JANUARY 20, 2004
BY: SP
P.R. BY: VCL
PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIBES A LAND LOCATED SOUTHEASTERLY OF DEER SPRINGS WAY AND ALPINE RIDGE WAY ALIGNMENT FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT**

BEING A PORTION OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID WEST HALF (W 1/2); THENCE NORTH 88°50'46" EAST, ALONG THE NORTH LINE OF SAID WEST HALF (W 1/2), A DISTANCE OF 339.29 FEET; THENCE SOUTH 00°05'14" WEST, DEPARTING SAID NORTH LINE, 668.66 FEET; THENCE SOUTH 32°25'37" EAST, 484.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3175.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 23°27'37" WEST; THENCE SOUTHWESTERLY, 101.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'22"; THENCE NORTH 32°25'37" WEST, 499.88 FEET; THENCE NORTH 00°05'14" EAST, 645.65 FEET; THENCE SOUTH 88°50'46" WEST, 238.89 FEET; THENCE NORTH 00°20'25" WEST, 50.01 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 2.97 ACRES (129,380 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

W.O. 5969-A
JANUARY 20, 2004
PAGE 2 OF 2

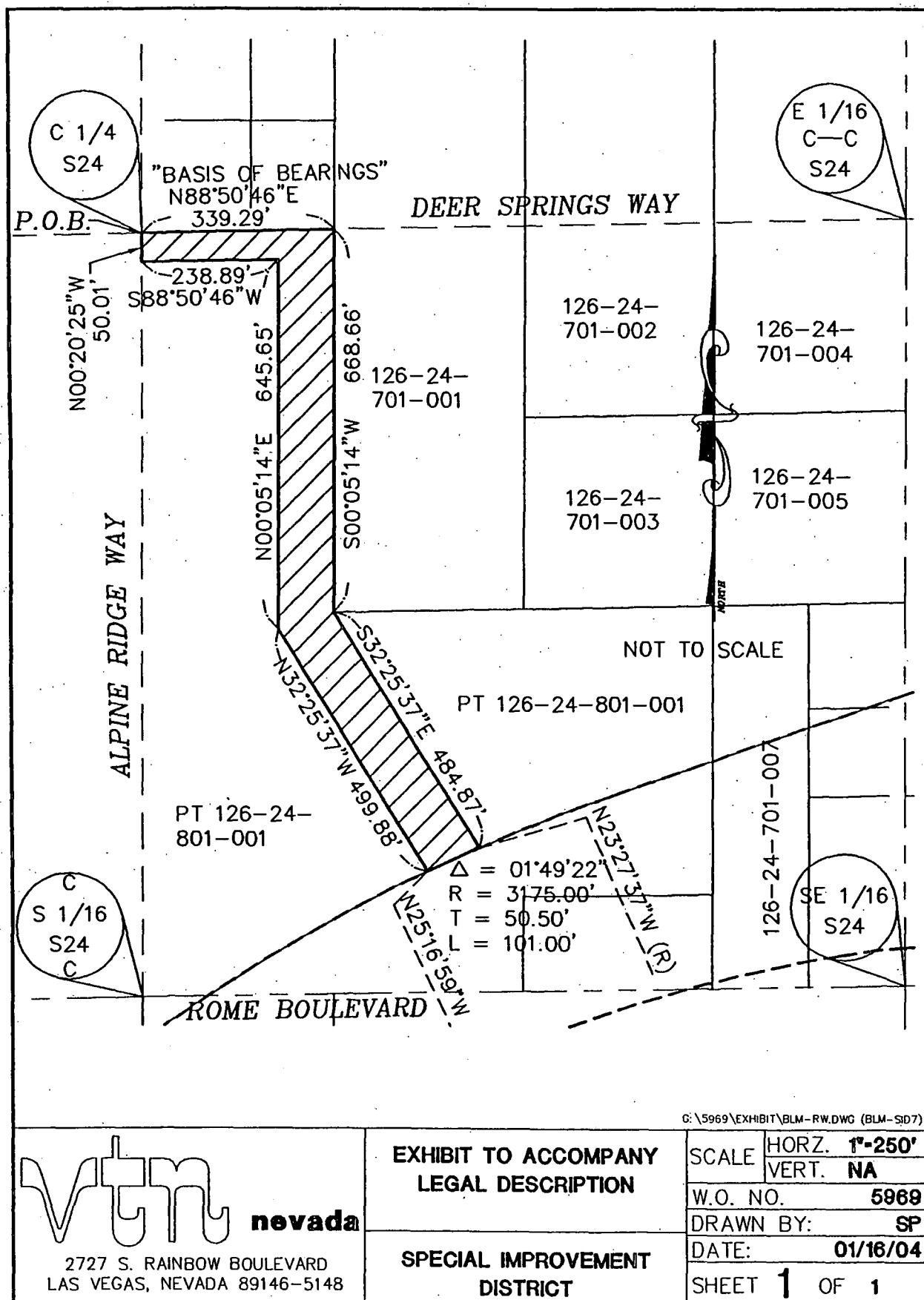
RUNNING 1,384 LINEAR FEET, MORE OR LESS.

BASIS OF BEARINGS:

NORTH 88°50'46" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 124 OF SURVEYS, PAGE 94.

END OF DESCRIPTION.

G:\5969\LEGALS\BLM-SID7.DOC
REF: G:\5969\EXHIBIT\BLM-RW.DWG (BLM-SID7)





CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Projects
2.6, 2.7, 3.2, 3.7,
4.5, 4.6, 4.16

W.O. 5969-A
JANUARY 19, 2004
BY: SP
P.R. BY: VCL
PAGE 1 OF 3



EXPLANATION:

THIS LEGAL DESCRIBES PORTIONS OF DEER SPRINGS WAY, SHAUMBER ROAD, AND DORRELL LANE FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT**

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH $88^{\circ}48'43''$ EAST, ALONG THE NORTH LINE SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 681.28 FEET; THENCE SOUTH $00^{\circ}08'09''$ WEST, DEPARTING SAID NORTH LINE, 668.77 FEET; THENCE NORTH $88^{\circ}51'15''$ EAST, 681.95 FEET; THENCE SOUTH $00^{\circ}04'41''$ WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 669.26 FEET; THENCE SOUTH $88^{\circ}53'47''$ WEST, DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 1365.23; THENCE NORTH $00^{\circ}11'38''$ EAST, DEPARTING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 1336.56 FEET TO **THE POINT OF BEGINNING;**

CONTAINING 31.40 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

W.O. 5969-A
JANUARY 19, 2004
PAGE 2 OF 3

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 88°48'43" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), 89.83 FEET; THENCE SOUTH 01°11'17" EAST, DEPARTING SAID NORTH LINE, 70.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°48'43" EAST, 527.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 44.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 38°12'45" EAST; THENCE SOUTHEASTERLY, 39.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°55'24"; THENCE SOUTH 00°08'09" WEST, 474.56 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHWESTERLY, 29.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°45'00" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 70°06'51" WEST; THENCE SOUTHEASTERLY, 194.02 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 130°46'54" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 20°53'45" WEST; THENCE NORTHEASTERLY, 29.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°45'00"; THENCE NORTH 88°51'15" EAST, 532.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY, 23.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°13'26"; THENCE SOUTH 00°04'41" WEST, 549.18 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY, 23.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°49'06"; THENCE SOUTH 88°53'47" WEST, 1223.97 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 44.00 FEET; THENCE NORTHWESTERLY, 39.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°43'24"; THENCE NORTH 00°01'10" EAST, 1156.12 FEET TO THEN BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 90.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 22°51'58" EAST; THENCE NORTHEASTERLY, 71.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°26'12" TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 25.62 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

CONTAINING A TOTAL AREA OF 5.78 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

RUNNING 5,403 LINEAR FEET, MORE OR LESS.

W.O. 5969-A
JANUARY 19, 2004
PAGE 3 OF 3

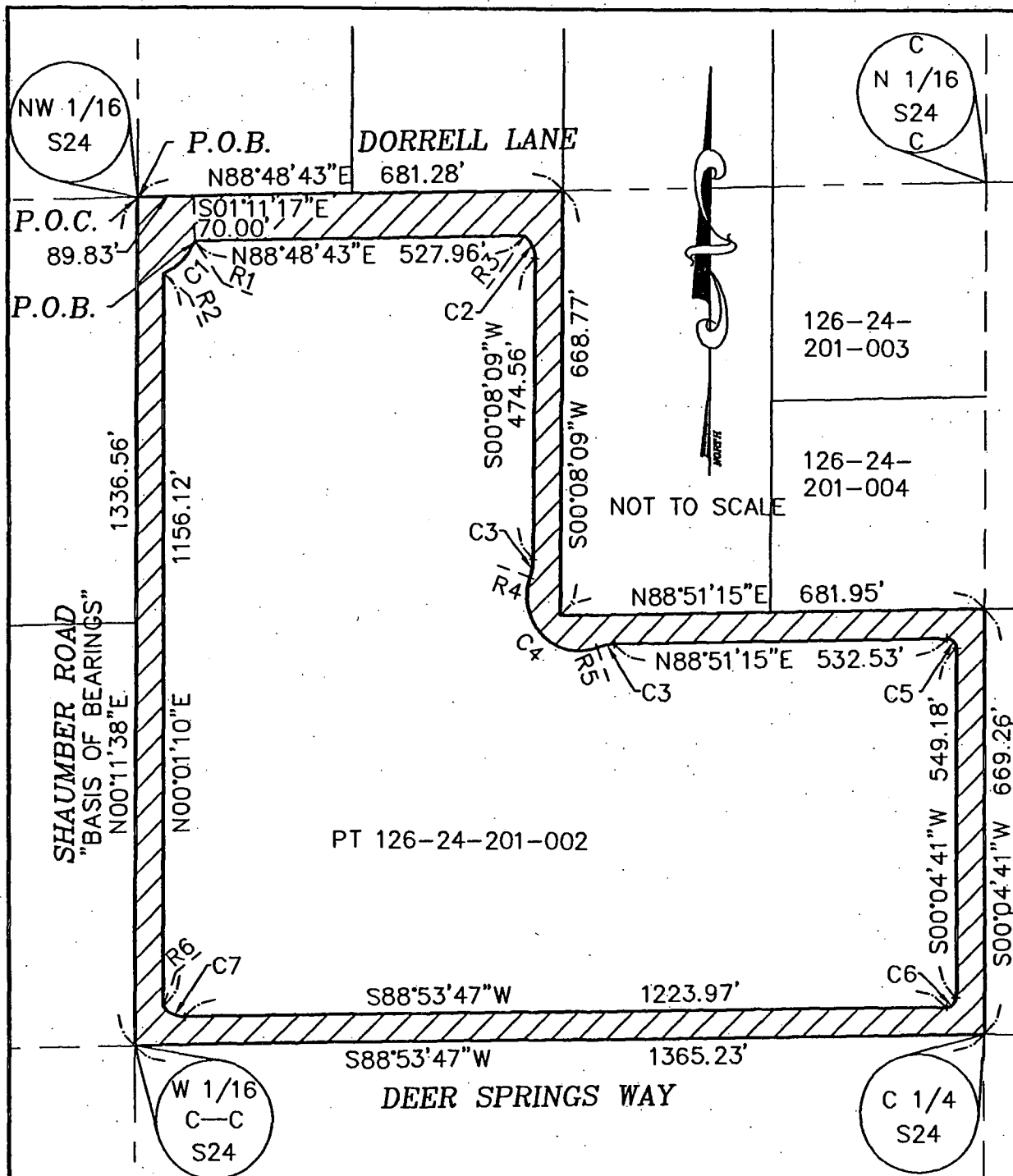
BASIS OF BEARINGS:

NORTH 00°11'38" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 124 OF SURVEYS, PAGE 94.

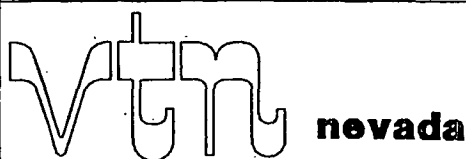
END OF DESCRIPTION.

G:\5969\LEGALS\BLM-SID4.DOC

REF: G:\5969\EXHIBIT\BLM-RW.DWG (BLM-SID4)



C:\5969\EXHIBIT\BLM-RW.DWG (BLM-SID4)



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

SPECIAL IMPROVEMENT
DISTRICT

SCALE	HORZ.	1"=250'
	VERT.	NA
W.O. NO.	5969	
DRAWN BY:	SP	
DATE:	01/16/04	
SHEET	1	OF 2

CURVE TABLE				
NO.	RADIUS	DELTA	LENGTH	TANGENT
C1	90.00'	45°26'12"	71.37'	37.68'
C2	44.00'	51°55'24"	39.87'	21.42'
C3	85.00'	19°45'00"	29.30'	14.80'
C4	85.00'	130°46'54"	194.02'	185.58'
C5	15.00'	91°13'26"	23.88'	15.32'
C6	15.00'	88°49'06"	23.25'	14.69'
C7	44.00'	51°43'24"	39.72'	21.33'

RADIAL TABLE		
NO.	BEARING	TYPE
R1	N68°18'10"W	
R2	S22°51'58"E	
R3	S38°12'45"W	
R4	S70°06'51"E	PRC
R5	S20°53'45"E	PRC
R6	N50°37'08"E	

C:\5969\EXHIBIT\BLM-RW.DWG (BLM-SD4)

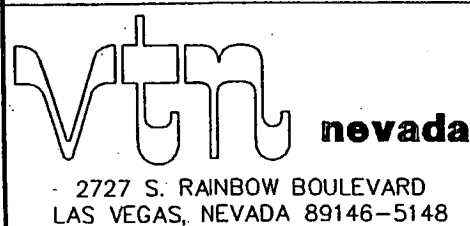


**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
PORTION OF 128-24-201-002**

**SPECIAL IMPROVEMENT
DISTRICT**

SCALE	HORZ. 1"=250'
	VERT. NA
W.O. NO. 5969	
DRAWN BY: SP	
DATE: 01/16/04	
SHEET 2 OF 2	

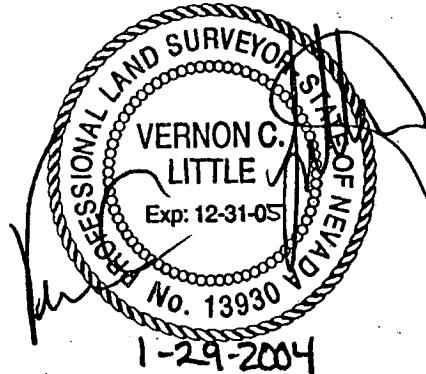


CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Projects
2.6, 3.2

W.O. 5969-A
JANUARY 19, 2004
BY: SP
P.R. BY: VCL
PAGE 1 OF 1



EXPLANATION:

THIS LEGAL DESCRIBES PORTIONS OF DORRELL LANE, EGAN CREST WAY, AND DEER SPRINGS WAY FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT**

BEING A PORTION OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST HALF (W 1/2); THENCE NORTH 00°08'51" EAST, ALONG THE WEST LINE OF SAID WEST HALF (W 1/2), A DISTANCE OF 1339.39 FEET; THENCE NORTH 88°48'37" EAST, DEPARTING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID WEST HALF (W 1/2), 680.32 FEET; THENCE SOUTH 00°08'34" WEST, DEPARTING SAID NORTH LINE, 65.02 FEET; THENCE SOUTH 88°48'37" WEST, 559.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 90.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 71°43'06" EAST; THENCE SOUTHWESTERLY, 97.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62°16'19"; THENCE SOUTH 00°08'51" WEST, 1195.31 FEET; THENCE NORTH 88°50'11" EAST, 630.41 FEET; THENCE SOUTH 00°08'34" WEST, ALONG THE EAST LINE OF SAID WEST HALF (W 1/2), A DISTANCE OF 20.01 FEET; THENCE SOUTH 88°50'11" WEST, DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID WEST HALF (W 1/2), A DISTANCE OF 680.43 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

W.O. 5969-A
PAGE 2 OF 2
JANUARY 19, 2004

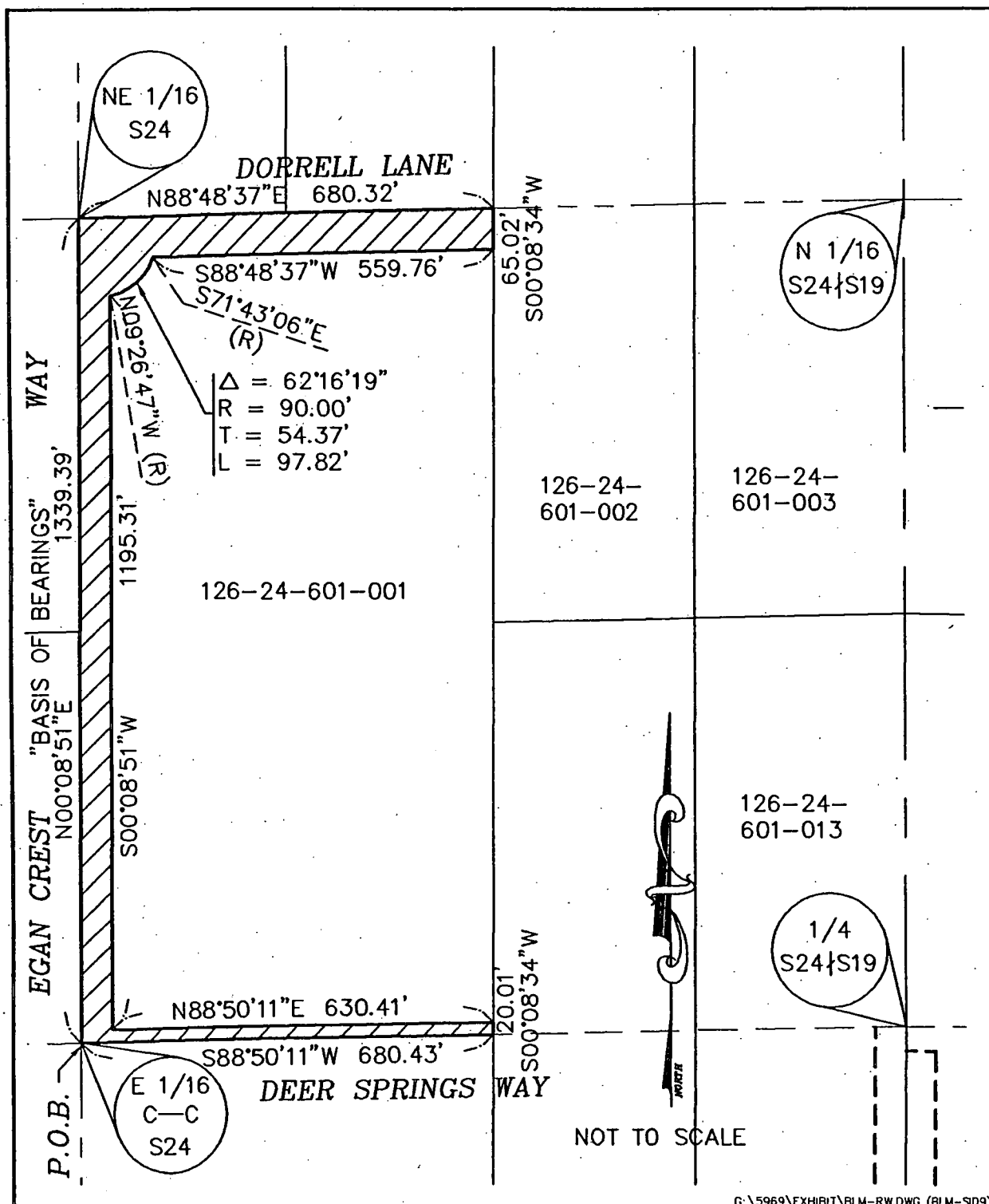
CONTAINING 2.83 ACRES (123,449 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

NORTH 00°08'51" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 124 OF SURVEYS, PAGE 94.

END OF DESCRIPTION.

G:\5969\LEGALS\BLM-SID9.DOC
REF: G:\5969\EXHIBIT\BLM-RW.DWG (BLM-SID9)



VTM nevada

2727 S. RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
 DISTRICT**

SCALE	HORZ. 1"-250'
	VERT. NA
W.O. NO.	5969
DRAWN BY:	SP
DATE:	01/16/04
SHEET	1 OF 1

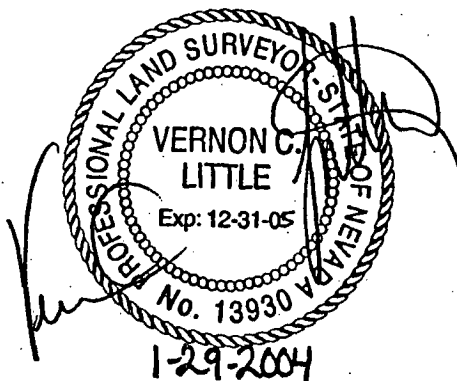


CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Projects
2.6, 3.7,
4.6, 4.16

W.O. 5969-A
JANUARY 16, 2004
BY: SP
P.R. BY: VCL
PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIBES PORTIONS OF DEER SPRINGS WAY AND SHAUMBER ROAD FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT**

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4); THENCE NORTH 00°11'10" WEST, ALONG THE WEST LINE SAID NORTHEAST QUARTER (NE 1/4), A DISTANCE OF 1335.91 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4); THENCE NORTH 88°53'47" EAST, DEPARTING SAID WEST LINE AND ALONG SAID NORTH LINE, 1365.23 FEET; THENCE SOUTH 00°20'25" EAST, DEPARTING SAID NORTH LINE, 50.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 20°51'09" EAST; THENCE WESTERLY, 58.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°29'55" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE OT SAID BEGINNING BEARS NORTH 18°38'46" EAST; THENCE WESTERLY, 29.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°45'00"; THENCE SOUTH 88°53'47" WEST, 1199.40 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 44.00 FEET; THENCE WESTERLY, 38.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°28'35"; THENCE SOUTH 00°01'10" WEST, 1225.59 FEET; THENCE NORTH 88°55'50" EAST, 687.71 FEET;

W.O. 5969-A
JANUARY 16, 2004
PAGE 2 OF 2

THENCE SOUTH 00°03'23" EAST, 50.01 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE 1/4); THENCE SOUTH 88°55'50" WEST, ALONG SAID SOUTH LINE, 729.71 TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 3.53 ACRES (153,627 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

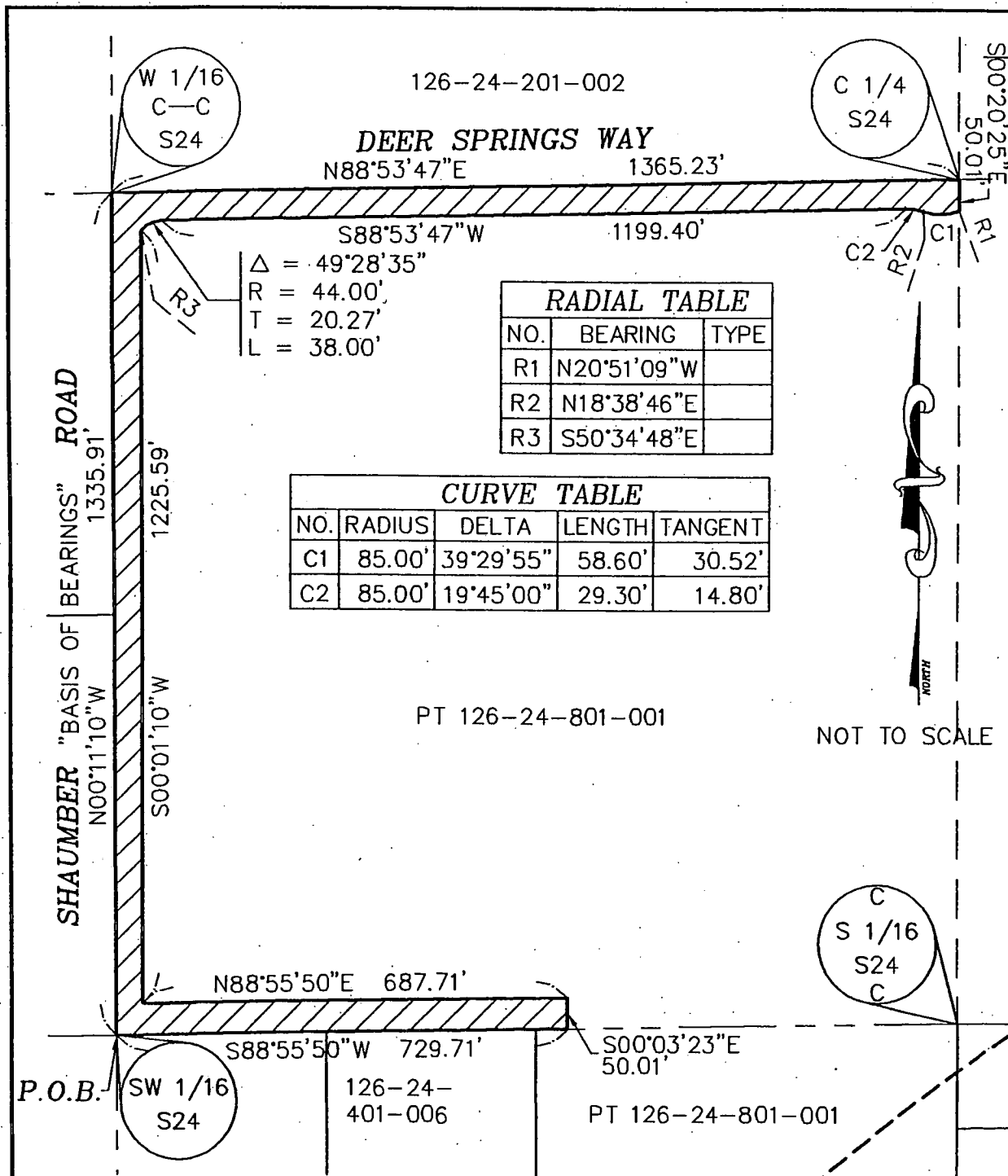
BASIS OF BEARINGS:

NORTH 00°11'10" WEST, BEING THE BEARING OF THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 124 OF SURVEYS, PAGE 94.

END OF DESCRIPTION.

G:\5969\LEGALS\BLM-SID5.DOC

REF: G:\5969\EXHIBIT\BLM-RW.DWG (BLM-SID5)



VTR nevada

2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
DISTRICT**

G:\5969\EXHIBIT\BLM-RW.DWG (BLM-SID5)

SCALE	HORZ. 1"-250'
	VERT. NA
W.O. NO.	5969
DRAWN BY:	SP
DATE:	01/16/04
SHEET	1 OF 1



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

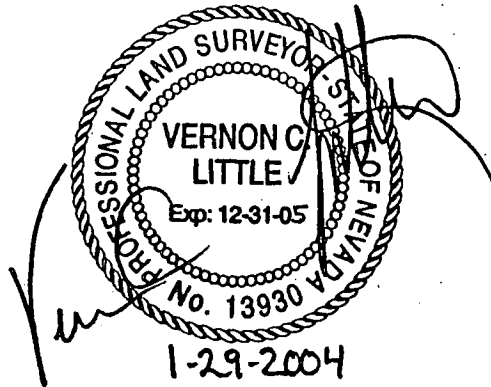
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Projects

2.7, 2.9,

2.10, 3.9

W.O. 5969-A
JANUARY 29, 2004
BY: SP
P.R. BY: VCL
PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIBES PORTIONS OF HUALAPAI WAY FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT
HUALAPAI WAY**

BEING THE WEST 50.00 FEET OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA;

THE WEST 50.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 19, SAID TOWNSHIP AND RANGE;

AND THE WEST 50.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 19, SAID TOWNSHIP AND RANGE;

CONTAINING 9.99 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

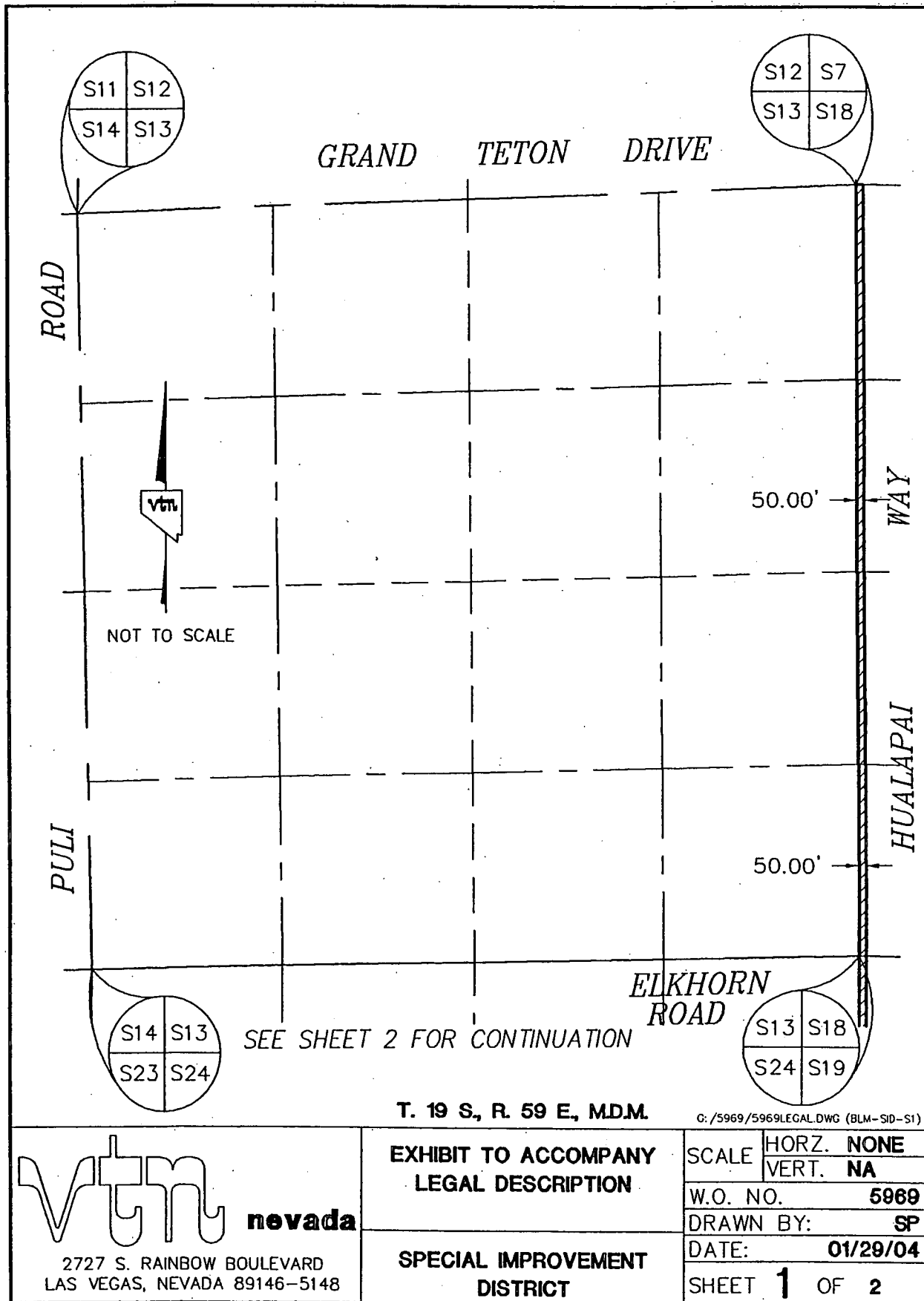
NOTE:

THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.

G:\5969\LEGALS\BLM-SID1.DOC

REF: G:\5969\EXHIBIT\BLM-RW.DWG (BLM-SID1)



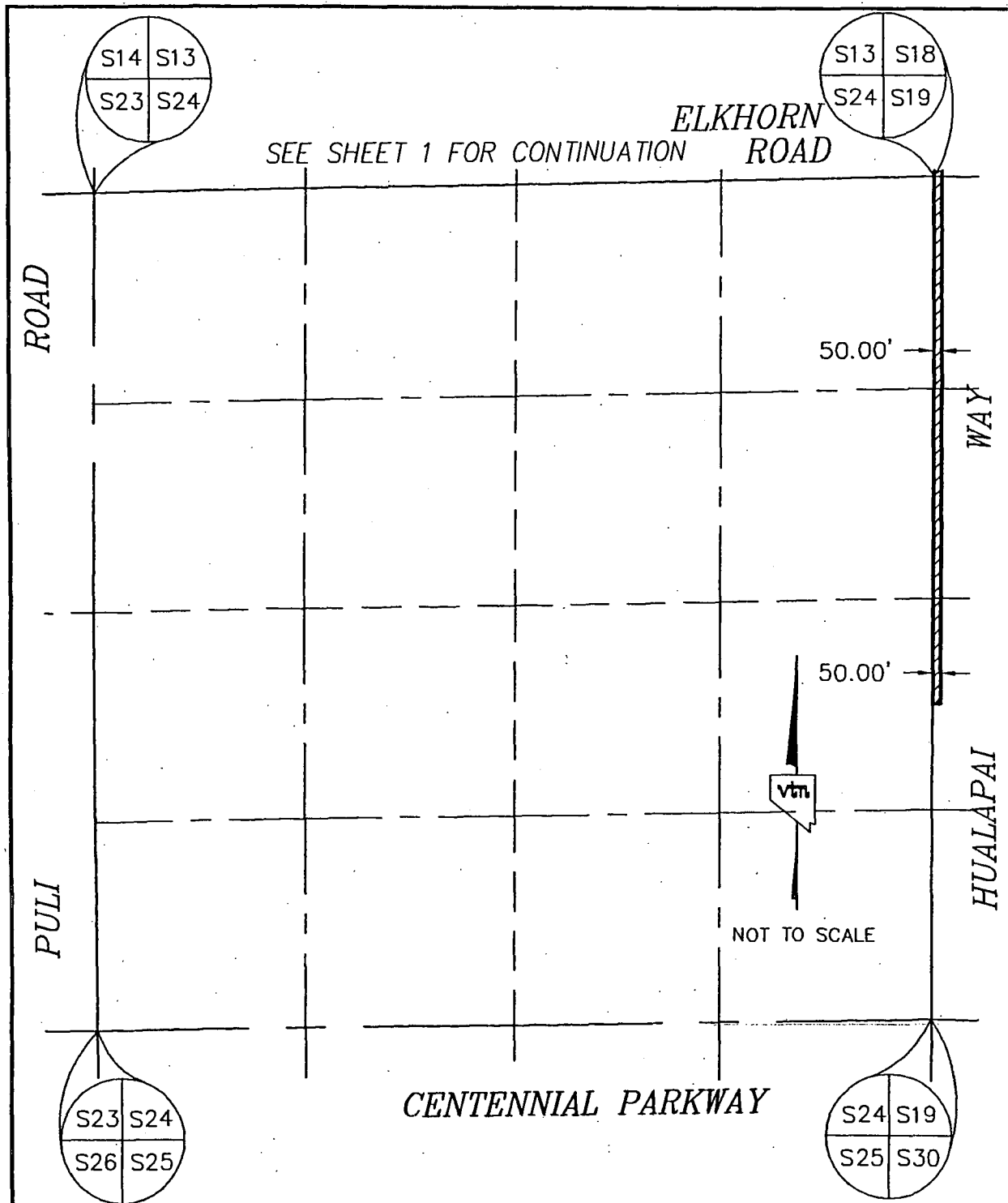
VTM nevada

2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
DISTRICT**

SCALE	HORZ.	NONE
	VERT.	NA
W.O. NO.		5969
DRAWN BY:		SP
DATE:		01/29/04
SHEET		1 OF 2



SEE SHEET 1 FOR CONTINUATION

ELKHORN ROAD

ROAD

50.00'

WAY

50.00'



NOT TO SCALE

PULI

HUALAPAI

CENTENNIAL PARKWAY

T. 19 S., R. 59 E., MDM

G:/5969/5969LEGAL.DWG (BLM-SID-1)

VTM nevada
 2727 S. RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION

SPECIAL IMPROVEMENT
 DISTRICT

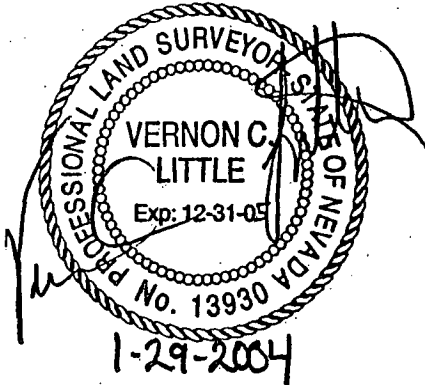
SCALE	HORZ. NONE
	VERT. NA
W.O. NO.	5969
DRAWN BY:	SP
DATE:	01/29/04
SHEET	2 OF 2



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Projects
3.9, 2.6

W.O. 5969-A
JANUARY 26, 2004
BY: SP
P.R. BY: VCL
PAGE 1 OF 1



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND LOCATED SOUTHWESTERLY OF HUALAPAI WAY AND DEER SPRINGS WAY ALIGNMENT FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT**

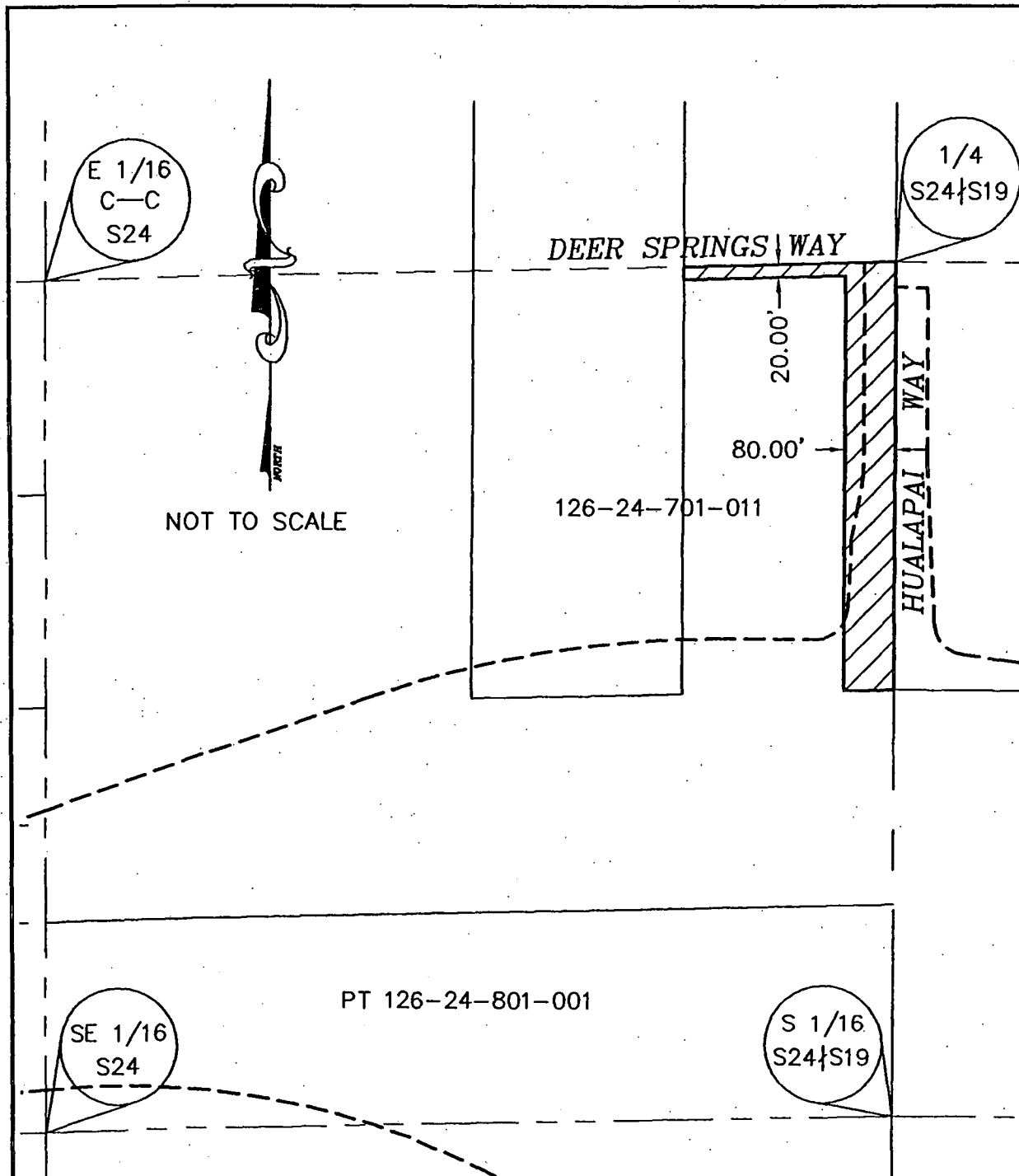
BEING THE NORTH 20.00 FEET AND THE EAST 80.00 FEET OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 58,832 SQUARE FEET (1.35 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

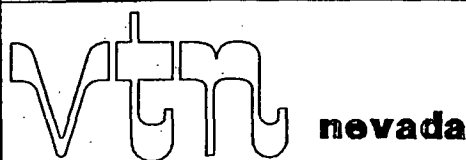
RUNNING 1,010 LINEAR FEET, MORE OR LESS.

END OF DESCRIPTION.

G:\5969\LEGALS\BLM-SID10.DOC
REF: G:\5969\EXHIBIT\BLM-RW.DWG (BLM-SID10)



G:\5969\EXHIBIT\BLM-RW.DWG (BLM-SID10)



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
DISTRICT**

SCALE	HORZ.	1"=250'
	VERT.	NA
W.O. NO.	5969	
DRAWN BY:	SP	
DATE:	01/19/04	
SHEET	1	OF 1

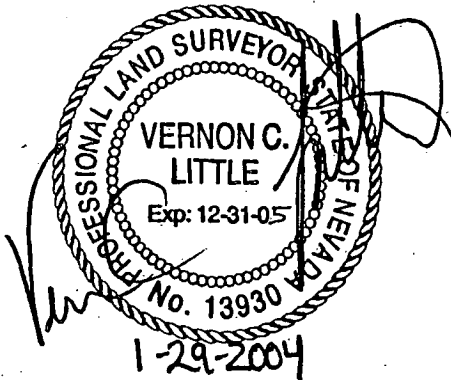


CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Projects
2.9, 3.4, 4.10

W.O. 5969-A
JANUARY 19, 2004
BY: SP
P.R. BY: VCL
PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIBES PORTIONS OF FARM ROAD, LARRY MCBRIDE STREET, AND SEVERANCE LANE FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT**

BEING A PORTION OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, SAID TOWNSHIP AND RANGE; THENCE SOUTH 00°32'25" EAST, ALONG THE EAST LINE OF SAID EAST HALF (E 1/2), A DISTANCE OF 80.02 FEET; THENCE SOUTH 88°20'44" WEST, DEPARTING SAID EAST LINE, 634.00 FEET; THENCE SOUTH 00°38'46" EAST, 1179.38 FEET; THENCE NORTH 88°31'50" EAST, 630.79 FEET; THENCE NORTH 88°34'47" EAST, 1.00 FEET; THENCE SOUTH 00°32'25" EAST, ALONG THE EAST LINE AND SAID EAST HALF (E 1/2), A DISTANCE OF 65.01 FEET; THENCE SOUTH 88°31'50" WEST, DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID EAST HALF (E 1/2), A DISTANCE OF 681.67 FEET; THENCE NORTH 00°38'46" WEST, DEPARTING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID EAST HALF (E 1/2), A DISTANCE OF 1324.23 FEET; THENCE NORTH 88°20'44" EAST, DEPARTING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID EAST HALF (E 1/2), A DISTANCE OF 684.16 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 3.63 ACRES (158,004 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

W.O. 5969-A
JANUARY 19, 2004
PAGE 2 OF 2

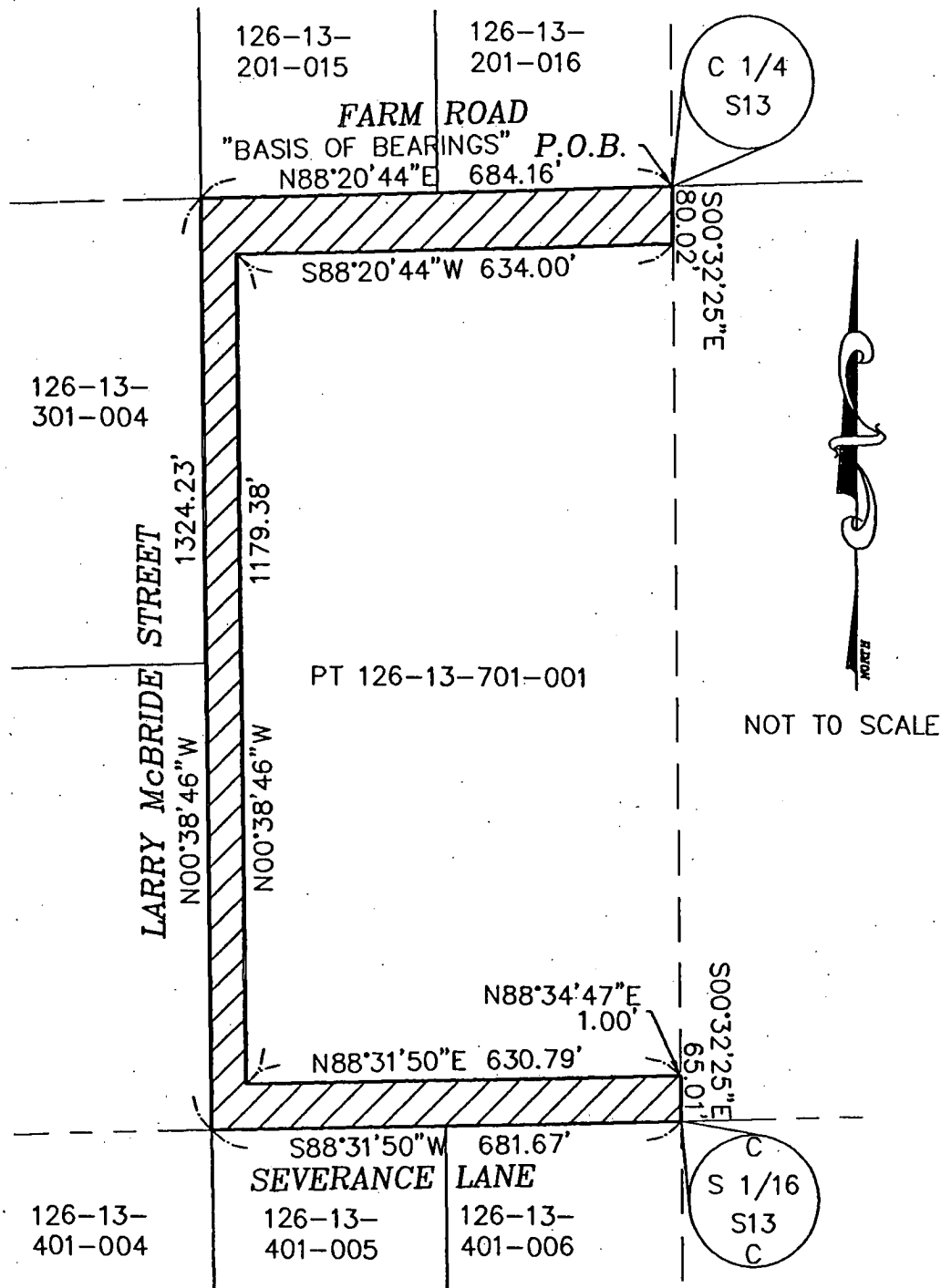
BASIS OF BEARINGS:

NORTH 88°20'44" EAST, BEING THE BEARING OF THE NORTH LINE OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 124 OF SURVEYS, PAGE 94.

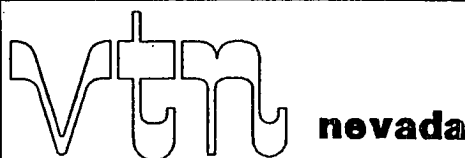
END OF DESCRIPTION.

G:\5969\LEGALS\BLM-SID2.DOC

REF: G:\5969\EXHIBIT\BLM-RW.DWG (BLM-SID2)



G:\5969\EXHIBIT\BLM-RW.DWG (BLM-SID2)



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
DISTRICT**

SCALE	HORZ. 1"-250'
	VERT. NA
W.O. NO.	5969
DRAWN BY:	SP
DATE:	01/19/04
SHEET	1 OF 1

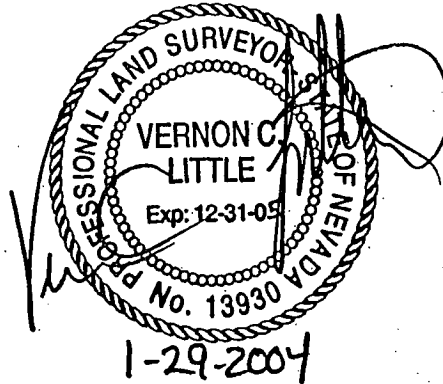


CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Projects
2.9, 3.4, 3.8,
4.1, 4.10, 4.16

W.O. 5969-A
JANUARY 19, 2004
BY: SP
P.R. BY: VCL
PAGE 1 OF 1



EXPLANATION:

THIS LEGAL DESCRIBES PORTIONS OF FARM ROAD, EGAN CREST WAY, AND SEVERANCE LANE FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT**

BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4); THENCE NORTH $88^{\circ}21'18''$ EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 1366.89 FEET; THENCE SOUTH $00^{\circ}26'16''$ EAST, DEPARTING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW 1/4), 1331.88 FEET; THENCE SOUTH $88^{\circ}34'47''$ WEST, DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 1364.42 FEET; THENCE NORTH $00^{\circ}32'25''$ WEST, DEPARTING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 65.01 FEET; THENCE NORTH $88^{\circ}34'47''$ EAST, DEPARTING SAID WEST LINE, 1294.52 FEET; THENCE NORTH $00^{\circ}26'16''$ WEST, 1142.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 90.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH $19^{\circ}02'00''$ WEST; THENCE NORTHWESTERLY, 67.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $42^{\circ}56'02''$; THENCE SOUTH $88^{\circ}21'18''$ WEST, 1245.40 FEET; THENCE SOUTH $88^{\circ}20'44''$ WEST, 1.56 FEET; THENCE NORTH $00^{\circ}32'25''$ WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 80.02 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

W.O. 5969-A
PAGE 2 OF 2
JANUARY 19, 2004

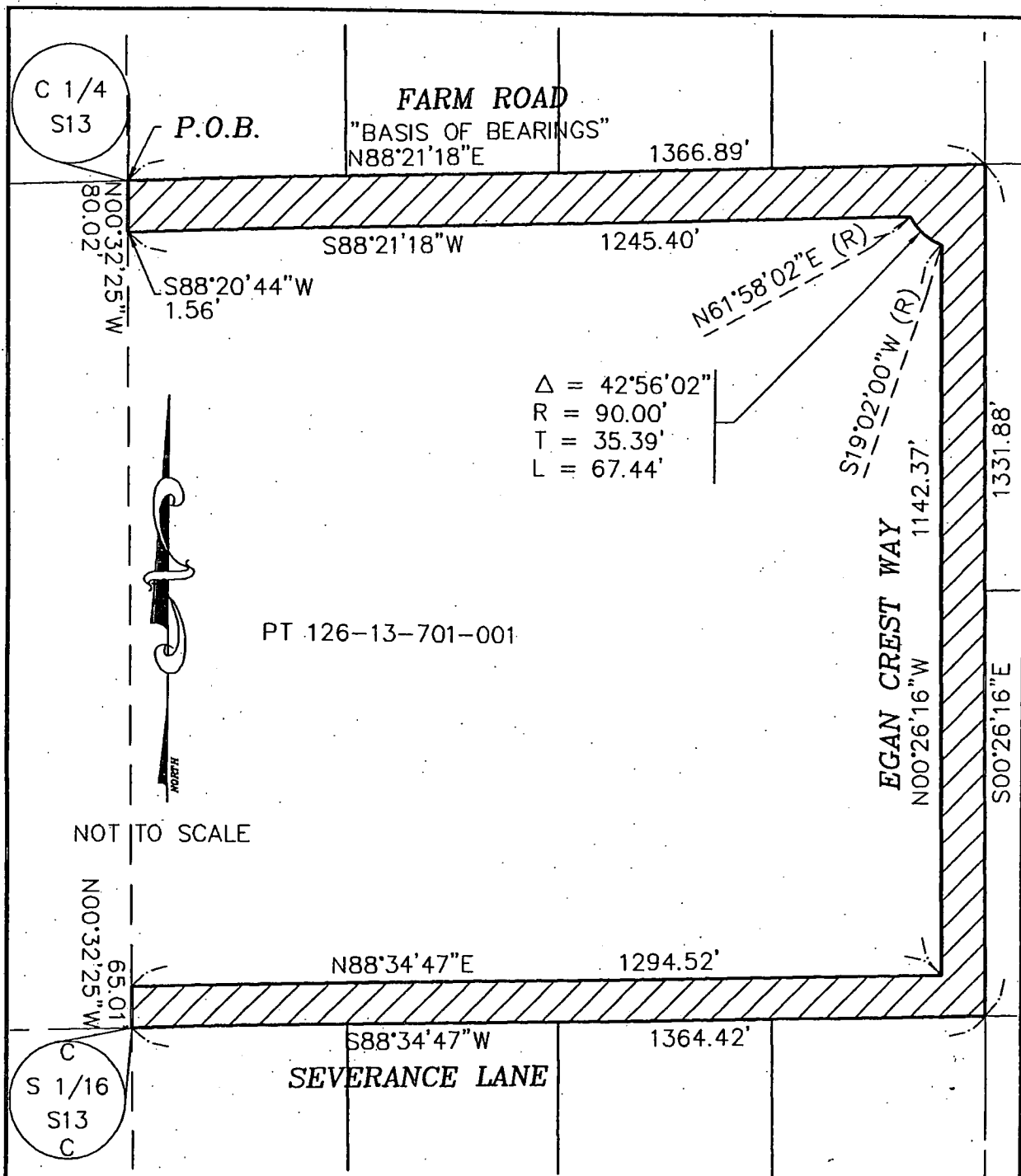
CONTAINING 6.48 ACRES (282,483 SQUARE FEET), MORE OR LESS, AS
DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

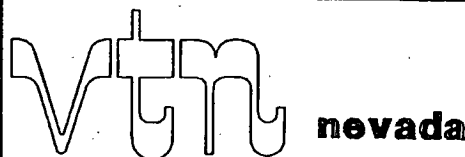
NORTH 88°21'18" EAST, BEING THE BEARING OF THE NORTH LINE OF THE
NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF
SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK
COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE
IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN
FILE 124 OF SURVEYS, PAGE 94.

END OF DESCRIPTION.

G:\5969\LEGALS\BLM-SID11.DOC
REF: G:\5969\EXHIBIT\BLM-RW.DWG (BLM-SID11)



G:\5969\EXHIBIT\BLM-RW.DWG (BLM-SD11)



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
DISTRICT**

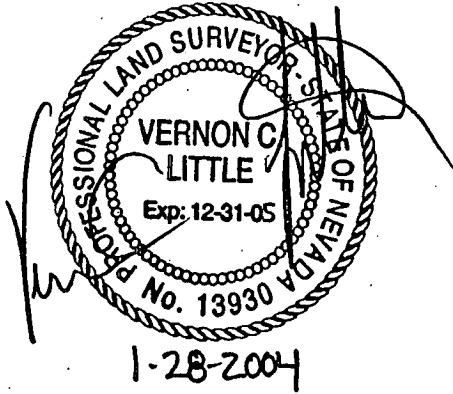
SCALE	HORZ. 1"=250'
	VERT. NA
W.O. NO.	5969
DRAWN BY:	SP
DATE:	01/16/04
SHEET	1 OF 1



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Projects
2.10, 3.5,
4.2, 4.9

W.O. 5969-A
JANUARY 13, 2004
BY: VCL
P.R. BY: TZ
PAGE 1 OF 1



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND ALONG THE GRAND TETON DRIVE ALIGNMENT FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

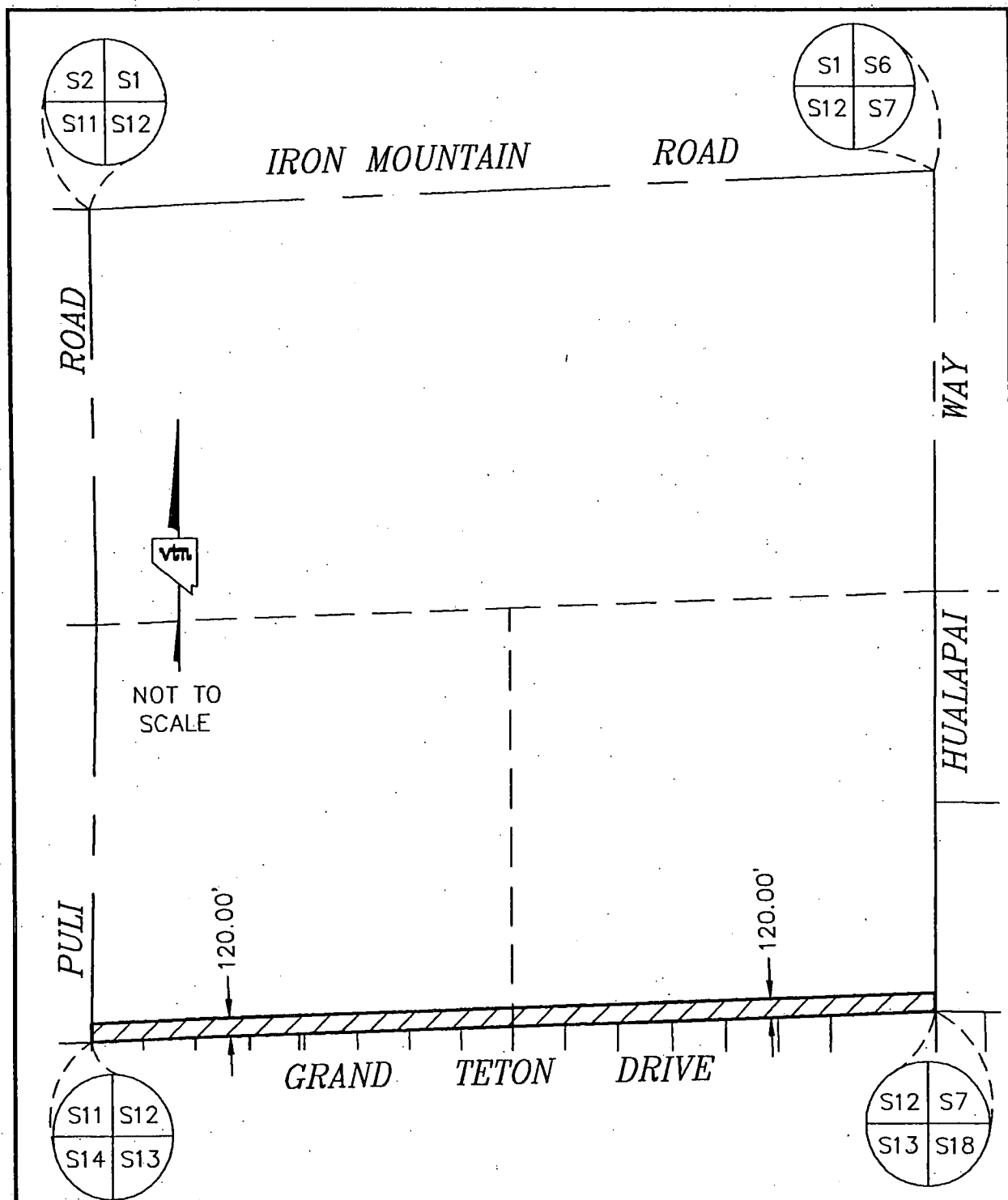
**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT
GRAND TETON DRIVE**

BEING THE SOUTH 120.00 FEET OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 14.54 ACRES, NOMINAL, BASED UPON A STANDARD SECTION.

RUNNING 5,280 LINEAR FEET, MORE OR LESS.

END OF DESCRIPTION.



SECTION 12, T. 19 S., R. 59 E., M.D.M.

U:\5969\5969LEGAL.DWG (BLM-RW-S12)

VTM nevada
 2727 S. RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
 DISTRICT**

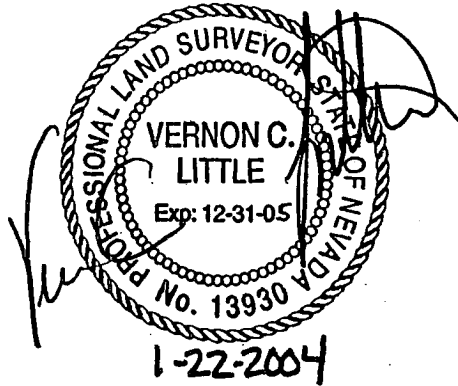
SCALE	HORZ.	NONE
	VERT.	NA
W.O. NO.		5969
DRAWN BY:		VCL
DATE:		1/11/04
SHEET		1 OF 1



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Project
4.15

JANUARY 21, 2004
W.O. 5969-A
BY: SP
P.R. BY: VCL
PAGE 1 OF 1



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED WESTERLY OF THE PULI ROAD AND ALONG CENTENNIAL PARKWAY FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT
INTERIM PUMP STATION**

BEING THE SOUTH 50.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM THE EAST 120.00 FEET THEREOF;

THE SOUTH 50.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 18, SAID TOWNSHIP AND RANGE;

AND THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 18, SAID TOWNSHIP AND RANGE.

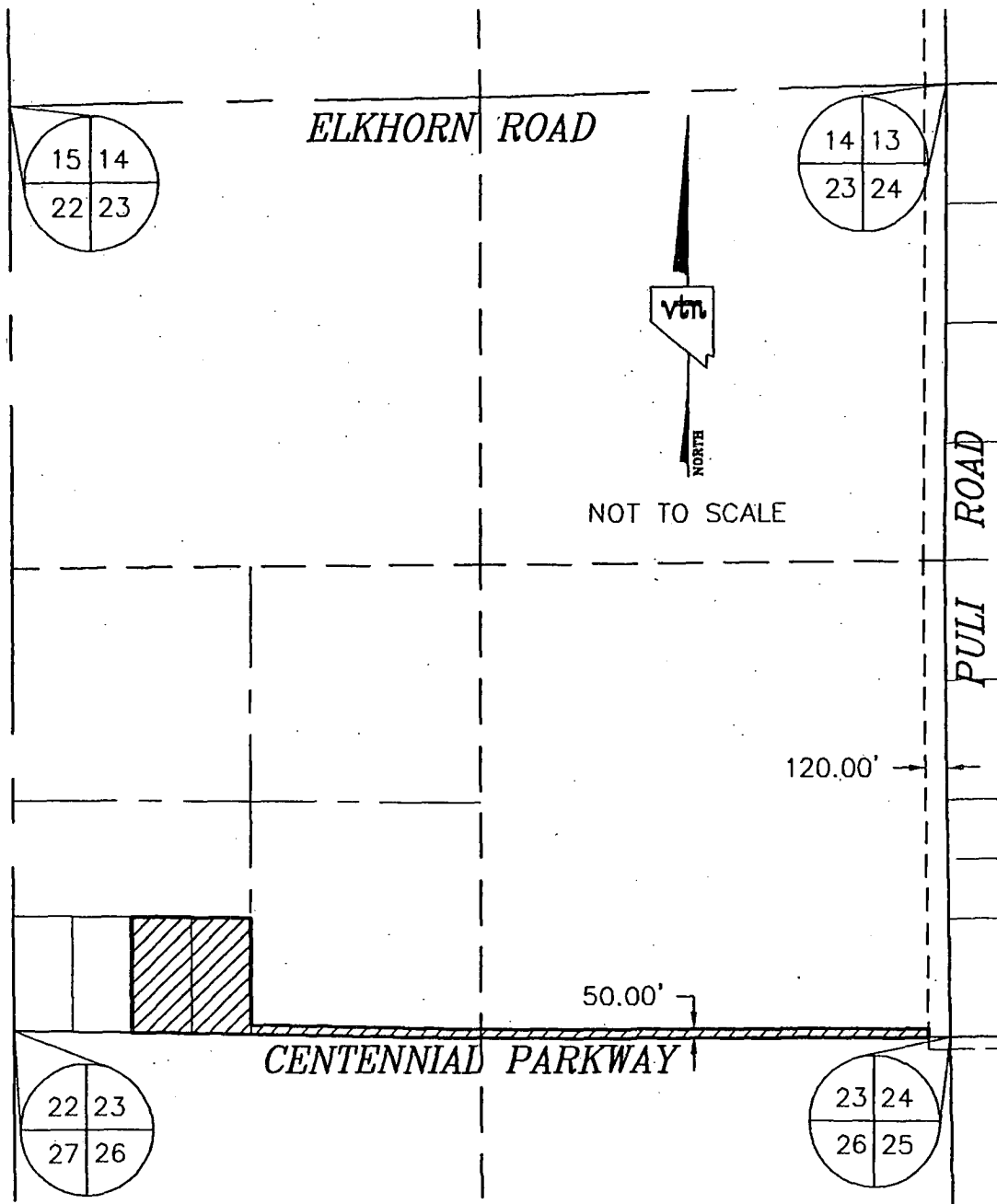
CONTAINING 14.53 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

NOTE:

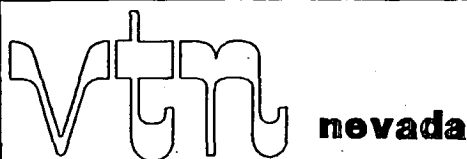
THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.

G:\5969\LEGAL\SID-S23.DOC
REF: G:\5969\LEGAL.DWG (SID-S23)



G: /5969/5969LEGAL.DWG (SID-S23)



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
DISTRICT**

SCALE	HORZ.	NONE
	VERT.	NA
W.O. NO.	5969-A	
DRAWN BY:	SP	
DATE:	1/21/04	
SHEET	1	OF 1

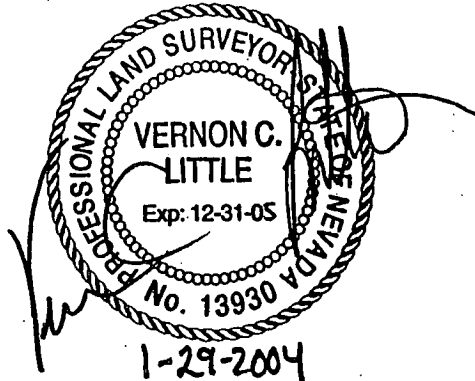


CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Project
3.1

W.O. 5969-A
JANUARY 13, 2004
BY: VCL
P.R. BY: TZ
PAGE 1 OF 1



EXPLANATION:

THIS LEGAL DESCRIBES PARCELS OF LAND LOCATED ALONG THE PULI ROAD ALIGNMENT FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT
CENTENNIAL PARKWAY**

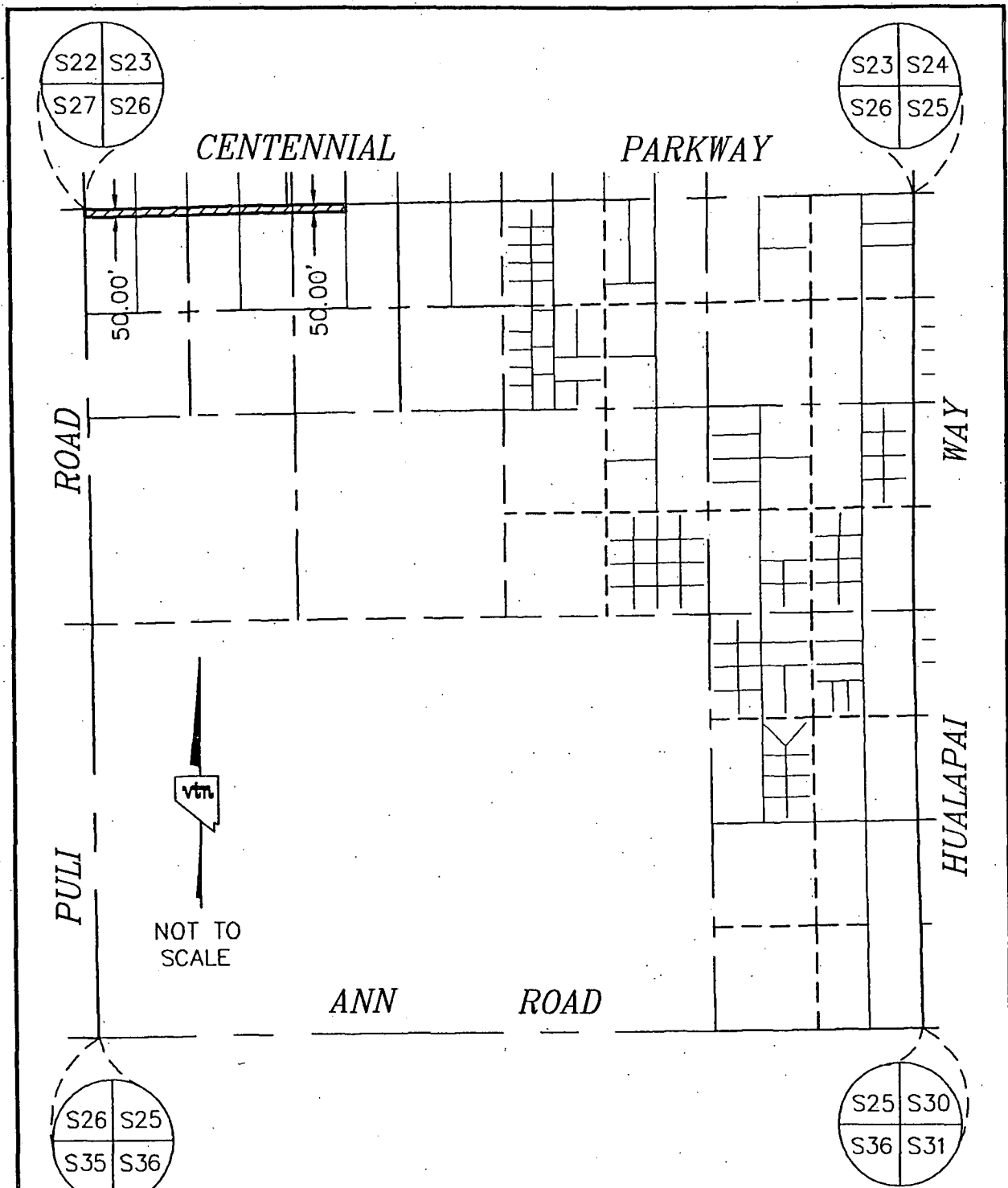
BEING THE NORTH 50.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND THE NORTH 50.00 FEET OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1.59 ACRES, NOMINAL, BASED UPON A STANDARD SECTION.

RUNNING 990 LINEAR FEET, MORE OR LESS.

END OF DESCRIPTION.

G:/5969/LEGALS/BLM-SID-S25.DOC
REF: G:/5969/5969LEGAL.DWG (BLM-SID-S25)



SECTION 25, T. 19 S., R. 59 E., M.D.M. G: /5969/5969LEGAL.DWG (BLM-SID-S25)

VTM nevada
 2727 S. RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION

SPECIAL IMPROVEMENT
 DISTRICT

SCALE	HORZ. NONE VERT. NA
W.O. NO.	5969
DRAWN BY:	VCL
DATE:	1/11/04
SHEET	1 OF 1

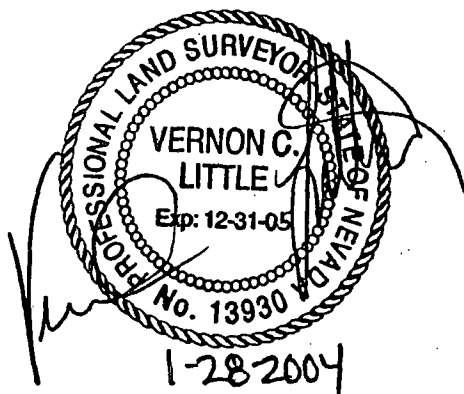


CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Projects
3.6, 4.17

W.O. 5969-A
JANUARY 13, 2004
BY: VCL
P.R. BY: TZ
PAGE 1 OF 1



EXPLANATION:

THIS LEGAL DESCRIBES A PORTION OF PULI ROAD FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT
PULI ROAD**

BEING THE EAST 120.00 FEET OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 14.54 ACRES, NOMINAL, BASED UPON A STANDARD SECTION.

RUNNING 5,280 LINEAR FEET, MORE OR LESS.

END OF DESCRIPTION.

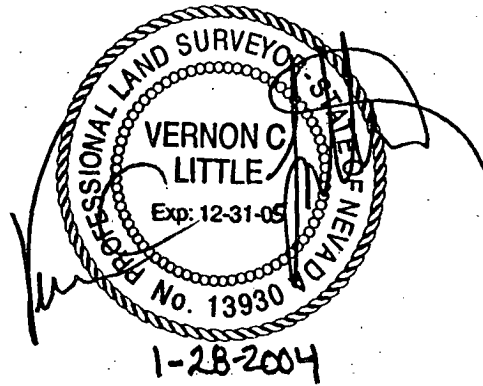


CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Projects
3.6, 4.8, 4.17

W.O. 5969-A
JANUARY 13, 2004
BY: VCL
P.R. BY: TZ
PAGE 1 OF 1



EXPLANATION:

THIS LEGAL DESCRIBES A PORTION OF PULI ROAD FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

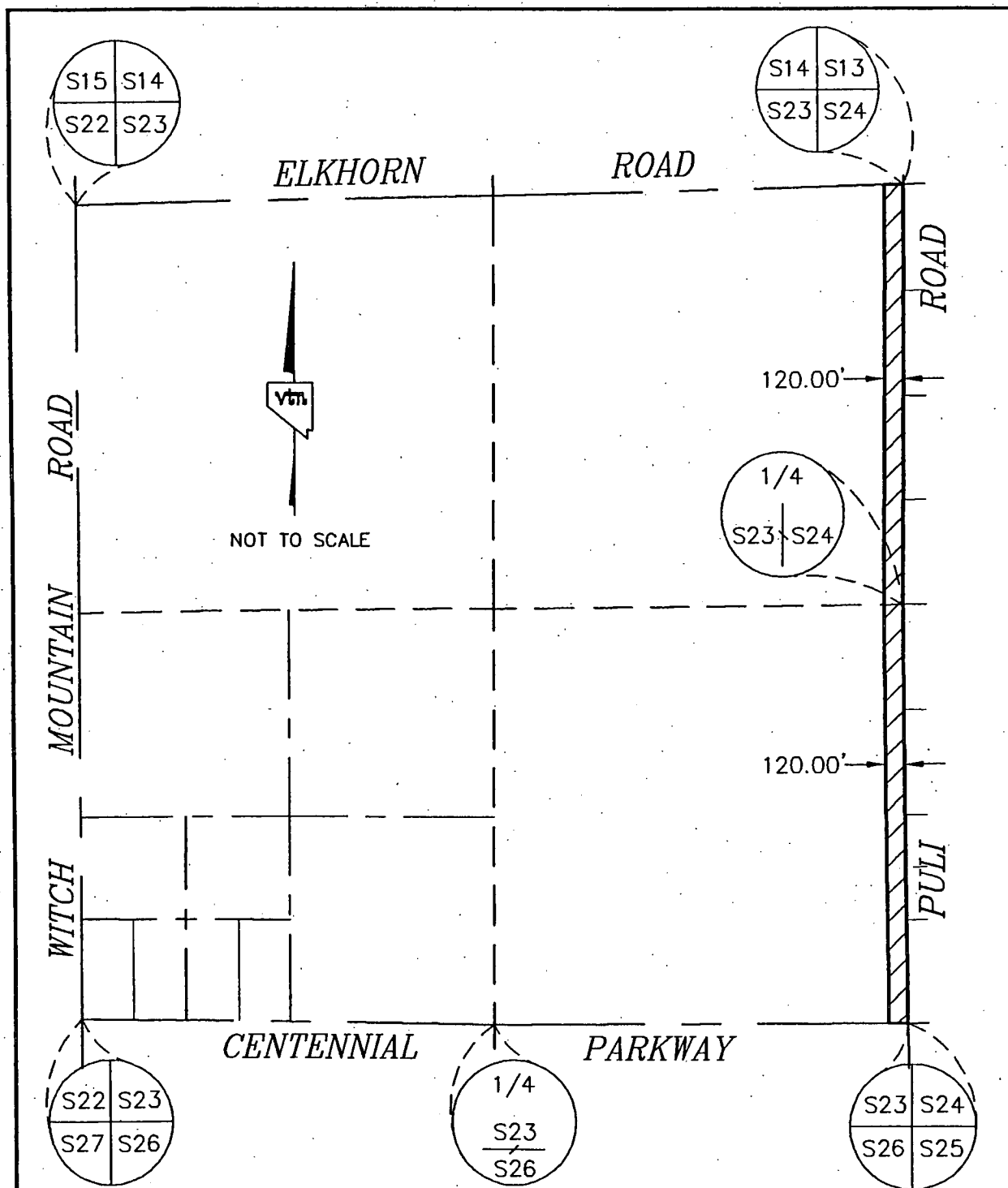
**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT
PULI ROAD**

BEING THE EAST 120.00 FEET OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 14.54 ACRES, NOMINAL, BASED UPON A STANDARD SECTION.

RUNNING 5,280 LINEAR FEET, MORE OR LESS.

END OF DESCRIPTION.



G: /5969/5969LEGAL.DWG (BLM-SID-S23)

VTM nevada

2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**SPECIAL IMPROVEMENT
DISTRICT**

SCALE	HORZ.	NONE
	VERT.	NA
W.O. NO.		5969
DRAWN BY:		VCL
DATE:		1/11/04
SHEET		1 OF 1



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

Project
4.11

W.O. 5969-A
MARCH 24, 2004
BY: VCL
P.R. BY: TZ
PAGE 1 OF 1



EXPLANATION:

THIS LEGAL DESCRIBES A PORTION OF CENTENNIAL PARKWAY, GENERALLY LOCATED EASTERLY OF SHAUMBER ROAD AND HUALAPAI WAY, FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT**

BEING PORTIONS OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 50.00 FEET OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);

THE SOUTH 50.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); AND

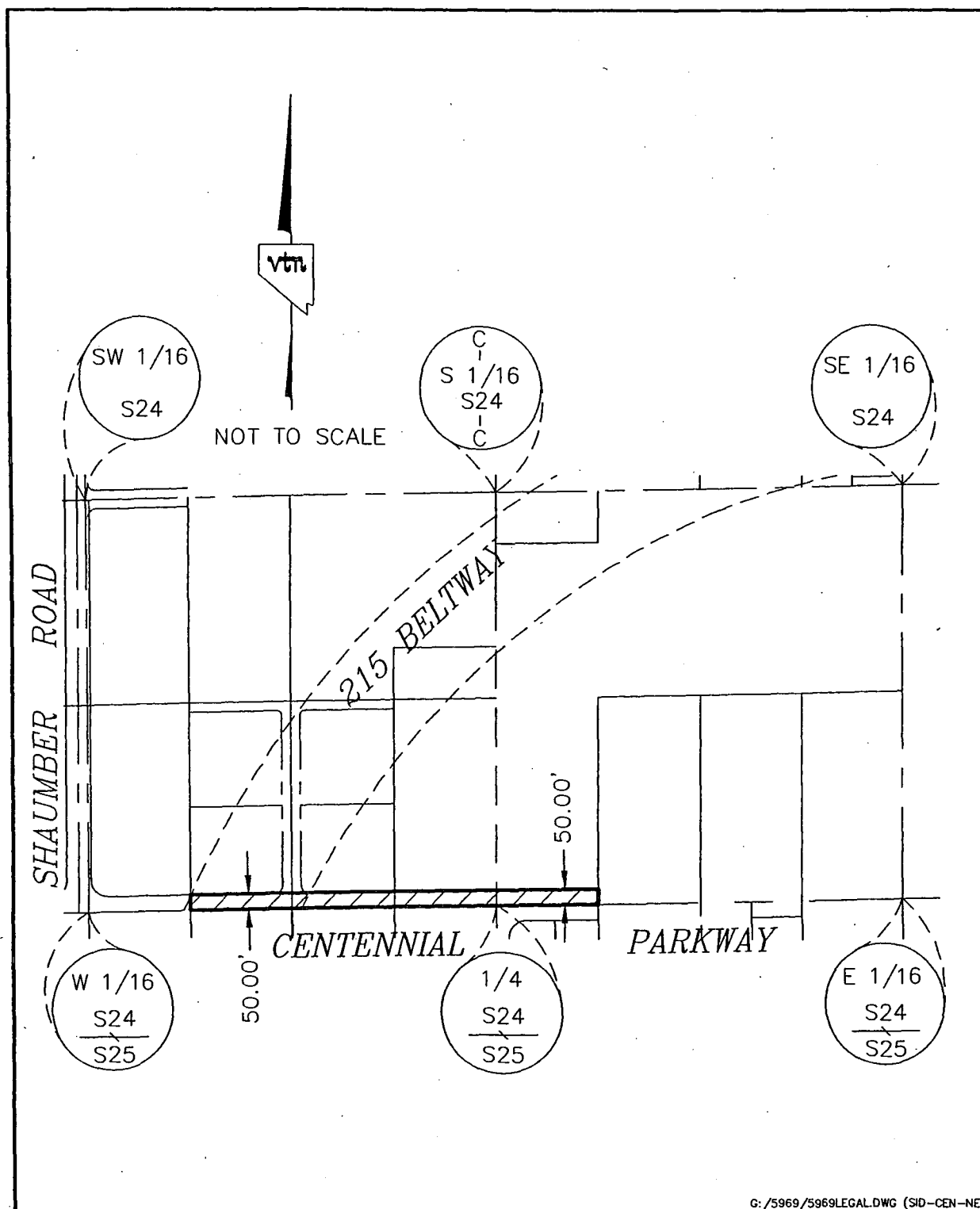
THE SOUTH 50.00 FEET OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 67,668 SQUARE FEET (1.55 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

RUNNING 1,015 LINEAR FEET AT A WIDTH OF 50.00 FEET, MORE OR LESS.

END OF DESCRIPTION.

G:\5969\LEGALS\BLM-SID\SID-PUMP.DOC
REF: G:\5969\5969LEGAL.DWG (SID-PUMP)



G: /5969/5969LEGAL.DWG (SID-CEN-NE)

 2727 S. RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION		SCALE	HORZ.	NONE
				VERT.	NA
	SPECIAL IMPROVEMENT DISTRICT		W.O. NO.		5969-A
			DRAWN BY:		VCL
			DATE:		3/24/04
SHEET			1	OF	1

APN: 126-13-501-004
126-13-501-005
126-13-501-006
126-13-501-007
126-13-501-008
PT 126-13-601-001
126-13-601-003
126-13-601-005
PT 126-13-601-018
PT 126-24-501-017

When Recorded, Return To:

John O. Swendseid
Swendseid & Stern
317 South Sixth Street
Las Vegas, NV 89101

**AGREEMENT RELATED TO
CITY OF LAS VEGAS, NEVADA
SPECIAL IMPROVEMENT DISTRICT NO. 607
(CLIFF'S EDGE)**

BETWEEN

CITY OF LAS VEGAS, NEVADA

AND

DANVILLE LAND INVESTMENTS, LLC

TABLE OF CONTENTS

PAGE NO.

ARTICLE 1. CONSTRUCTION	1
1.1. Construction	1
ARTICLE 2. ASSESSMENTS	2
2.1 Procedure.....	2
2.2 Financing.....	2
2.3 Assessed Property, Assessment Roll.....	2
2.4 Assessment Installments	2
2.5 Waiver	2
ARTICLE 3. MISCELLANEOUS.....	3
3.1 No Third-Party Beneficiaries	3
3.2. No Guarantee of Water or Sewer Capacity	4
3.3 Successors; Assignments	4
3.4 Further Assurances.....	4
3.5 Severability	4
3.6 Governing Law.....	4
3.7 No City Obligation.....	4
3.8 Termination Date	4
3.9 Counterparts	5
3.10 Recordation	5
3.11 Conveyance Restriction	5
3.12 Disclosure to Transferee	5

EXHIBITS

Property Description	A
Disclosure Statement to Property Buyers	B

This Agreement Related to City of Las Vegas, Nevada Special Improvement District No. 607 (Cliff's Edge) (the "Agreement") between **CITY OF LAS VEGAS, NEVADA** (the "City"), a political subdivision of the State of Nevada (the "State") and **DANVILLE LAND INVESTMENT, LLC**, a Nevada limited liability company (the "Owner") is made and entered into as of _____, 20__.

W I T N E S E T H:

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 271.710 the City Council of the City (the "Council") may enter into written agreements with the owners of all assessable property within a proposed special assessment or improvement district containing the provisions stated herein; and

WHEREAS, the Owner represents and warrants that it is the sole legal owner of certain property to be assessed within the proposed City of Las Vegas, Nevada, Special Improvement District No. 607 (Cliff's Edge) (the "District"), a legal description of which property is attached hereto as Exhibit A, and that such property represents less than 20% of the assessable property in the District; and

WHEREAS, Cliff's Edge, LLC, has signed and filed a petition with the City to form the District in accordance with the City's Developer Special Improvement District Guidelines (the "Petition") for the purpose of financing the acquisition, construction and financing of certain improvements in the District (the "Project"); and

WHEREAS, the Owner agrees that the City may create the District, levy the assessments and for all other purposes relating to the District, proceed pursuant to the provisions of NRS 271.710; and

WHEREAS, the parties hereto propose to finance the Project by sale of bonds pursuant to NRS Chapter 271, including NRS 271.710 through 271.730.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1. CONSTRUCTION.

1.1. Construction. The City agrees to enter into a contract for the acquisition, construction or improvement of the Project in the District which includes:

A. A provision stating that the requirements of NRS 338.010 to 338.090, inclusive, apply to any construction work to be performed under the contract; and

B. The price, stated as a lump sum or as unit prices, which the City agrees to pay for the Project if the Project meets all requirements and specifications in the contract.

ARTICLE 2. ASSESSMENTS.

2.1 Procedure. The Owner agrees that the City may proceed to order that the Project be acquired and improved, issue bonds to finance the Project (the "Bonds") and otherwise finance the cost of the Project and levy assessments without complying with the provisions of NRS 271.305 to 271.320, inclusive, 271.330 to 271.345, inclusive, 271.380 and 271.385 and the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements including without limitation chapters 332, 338 and 339 of NRS except as specifically provided in NRS 271.710. The Owner agrees that the Council may create the District, levy assessments and for all other purposes relating to the District proceed pursuant to the provisions of NRS 271.710 and NRS 271.720.

2.2 Financing. The City agrees to proceed with the financing of the Project by levying assessments against the property in the District and issuing Bonds in the manner described herein. The City has not agreed to pay the Bonds from the sources named in NRS 271.495.

2.3 Assessed Property, Assessment Roll. The City will levy assessments against all the property in the District as provided in the ordinance levying the assessments (the "Assessment Ordinance") and the amount of the assessments against each parcel of property in the District will not exceed \$55,000 per acre.

2.4 Assessment Installments. Pursuant to NRS 271.405(2), the Owner hereby elects to pay the assessments against its property in the District in installments of principal and interest as may hereafter be fixed by the Council. The Owner waives the right to pay the whole assessment within 30 days after the effective date of the Assessment Ordinance. The City may, in connection with a refunding of the Bonds, change the assessment amortization, installment dates and payments and any other terms of the assessments permitted to be changed pursuant to NRS 271.488, in the manner provided in NRS 271.488.

2.5 Waiver. The Owner agrees: (i) that all of the property owned by it in the District is benefitted by the improvements proposed to be acquired and constructed in the District by an

amount at least equal to the amount proposed to be assessed against those properties listed in the assessment roll attached as Exhibit C; and (ii) that the City may assess such property as provided in Section 2.3. The Owner waives any and all formalities required by the laws of the United States and the State of Nevada in order to impose such assessments. The Owner consents and agrees to the assessments listed in the assessment roll for the property and agrees that, provided the Bonds are issued, those assessments must be paid regardless of whether any or all of the Project proposed to be constructed as described herein is in fact constructed and agrees that the City may proceed to collect and enforce the assessments in the manner described herein and in the NRS Chapter 271 regardless of whether the City completes the acquisition or construction of the Project. The Owner waives all powers, privileges, immunities and rights as against the City or the District arising from or following from irregularities or defects, if any, occurring in connection with or ensuing from the actions, proceedings, matters and things heretofore taken, or hereafter to be taken had and done by the City, the Council and the officers of the City (including, without limitation, the proper description of all property which the Owner may own within the District and the giving of proper notice of the proceedings relating to the District) concerning the creation of the District and the levying of special assessments to meet the cost and expenses of the Project in the District. The Owner consents and agrees to be bound and consents and agrees that all property in the District owned by the Owner be bound and be subject to the assessment lien as thoroughly and effectively as if all actions, proceedings, notices, matters and things had been taken and done free from irregularities. The Owner also represents and warrants that the market value of each parcel owned by it in the District on the date of execution hereof and the date the assessments are levied exceeds the amount of the assessment proposed to be made against each such parcel.

ARTICLE 3. MISCELLANEOUS.

3.1 No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to make any person who is not a party to this Agreement, including, without limitation, the subsequent owners of property assessed, the general public or any member thereof, a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit pursuant to this Agreement for any reason, including, without limitation, any suit for personal injuries or property damage.

3.2. No Guarantee of Water or Sewer Capacity. Nothing in this Agreement or any other document involving the District, or the installation by way of the District of, or the assessment of the property within the District for, the water and sewage facilities shall be taken as a guarantee, promise or representation that water or sewage treatment capacity will be made available to the property in the District.

3.3 Successors; Assignments. This Agreement shall be binding upon and inure to the benefit of the City and the Owner and their respective successors and assigns. No assignment of this Agreement or any right or obligation hereunder by the Owner hereto shall be valid unless the other party hereto consents to such assignment in writing.

3.4 Further Assurances. The Owner and the City agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the other party its rights, powers, and remedies hereunder. The Owner shall execute all consents, certificates and other documents which the City or bond underwriter reasonably request in connection with the sale of the bonds.

3.5 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the City and Owner agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

3.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

3.7 No City Obligation. Nothing herein obligates the City to expend any money other than funds derived from the sale of the Bonds and amounts received from the investment thereof and receipts from the assessments made against the property in the District.

3.8 Termination Date. Except as otherwise provided herein, this Agreement shall be in effect from the date and year first mentioned above until the later of: (i) the date all of the Bonds and all bonds issued to refund any of the Bonds (including through a series of refundings) have been retired; or (ii) the date on which all of the assessments against property described in Exhibit A have been paid in full.

3.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

3.10 Recordation. After this Agreement is executed in full, the City shall, within ten (10) working days, record this Agreement in the office of the County Recorder, after which this Agreement:

A. Is a binding obligation on all subsequent owners of the property described in Exhibit A pursuant to the terms hereof;

B. Is not extinguished by the sale of any property described in Exhibit A on account of nonpayment of general taxes or any other sale of the property; and

C. Is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessment and general taxes.

3.11 Conveyance Restriction. The Owner agrees not to convey any parcel, lot or real property interest in any land described in Exhibit A to any party until after this Agreement has been recorded in the office of the County Recorder.

3.12 Disclosure to Transferee. The Owner agrees to inform any transferee of any of the property described in Exhibit A of the existence of this Agreement and the assessments and to obtain from any transferee who is known to the Owner to be acquiring a lot for development and resale a covenant to make a similar disclosure to any subsequent transferee. A form disclosure statement, which Owner agrees to use commercially reasonable efforts to have completed and signed by all purchasers of property described in Exhibit A is attached as Exhibit B.

////

////

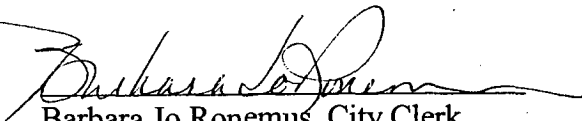
IN WITNESS WHEREOF the City and the Owner have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA



Oscar B. Goodman, Mayor
City of Las Vegas, Nevada

(SEAL)



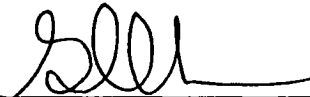
Barbara Jo Ronemus, City Clerk
City of Las Vegas, Nevada

Approved as to Form:



Deputy City Attorney

DANVILLE LAND INVESTMENTS, LLC,
a Nevada limited liability company



By:

Print: GABE MORRISON

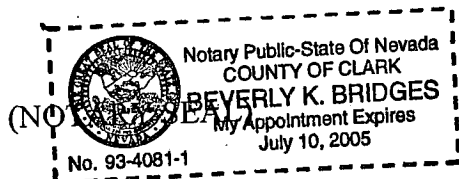
Title:

(MGR)-AUTHORIZED AGENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on April 9, 2004, by
Oscar B. Goodman, as Mayor of the City of Las Vegas, Nevada.

Witness my hand and official seal.

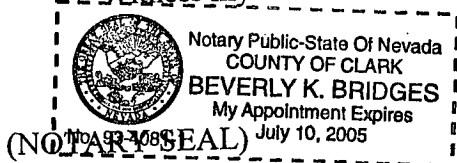


Beverly K. Bridges
Notary Public for the State of Nevada

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on April 9, 2004 by
Barbara Jo Ronemus, as City Clerk of the City of Las Vegas, Nevada.

Witness my hand and official seal.



Beverly K. Bridges
Notary Public for the State of Nevada

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on February 24, 2004, by
Gene C. Morrison, as AUTHORIZED AGENT of DANVILLE
LAND INVESTMENTS, LLC, a Nevada limited liability company

Witness my hand and official seal.

(NOTARY SEAL)

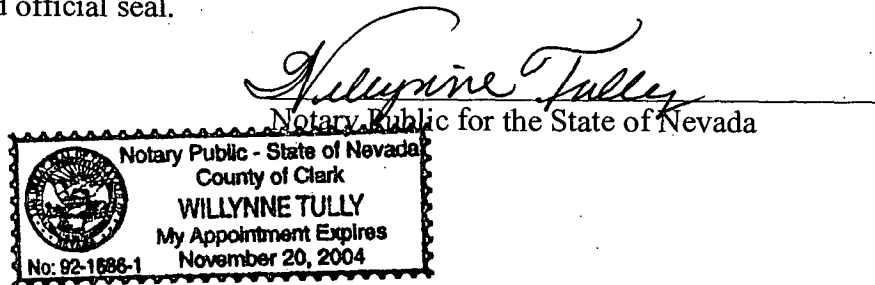


Exhibit A

Property Description

Legal Description

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1: POD 105

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B.&M.

PARCEL 2: POD 105

The Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B. & M.

Excepting the East 30 feet as conveyed to the County of Clark by Deed recorded December 7, 1973 as Document No. 345130, Official Records.

PARCEL 3: POD 105

The South Half (S ½) of the East Half (E ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B. & M.

PARCEL 4: POD 105

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) and a portion of the West Half (W ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 106

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 106

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B.&M.

Excepting therefrom that portion as conveyed to Clark County by Deed recorded September 11, 1978 as Document No. 900890, described as follows:

The North Thirty feet (30.00'); the South Thirty feet (30.00'), and the East Fifty feet (50.00') The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Nevada;

Together with a spandrel area in the Southeast corner thereof, being the Northwest Corner of the intersection of Hualapai Way and Gilcrease Avenue; bounded on the South by the North line of the South Thirty feet (30.00'); on the East side by the West line of the East Fifty feet (50.00'); and on the Northwest by the arc of a curve concave Northwesterly, having a radius of Twenty-Five feet (25.00') that is tangent to the North line of the South Thirty feet (30.00') and tangent to the West line of the East Fifty feet (50.00');

Together with a spandrel area in the Northeast Corner thereof, being the Southwest Corner of the intersection of Unnamed Avenue and Hualapai Way, bounded as follows: on the East side by the West line of the East Fifty feet (50.00') on the North side by the South line of the North Thirty feet (30.00'); and on the Southwest by the arc of a curve concave Southwesterly, having a radius of Twenty-Five feet (25.00') that is tangent to the West line of the East Fifty feet (50.00') and tangent to the South line of the North Thirty feet (30.00').

PARCEL 3: POD 106

The Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼); A portion of the East Half (E ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 4: POD 106

The Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 6: POD 106

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

Excepting therefrom the North Thirty (30.00) feet, the East Fifty (50.00) feet and that certain spandrel area in the Northeast Corner thereof as described in Deed to Clark County for road purposes, recorded September 6, 1979 in Book 1113 as Document No. 1072670, Official Records.

Being further described as Lot One (1) of Certificate of Land Division No. LD 142-79 recorded September 6, 1979 in Book 1113 as Document No. 1072669, Official Records.

PARCEL 7: POD 106

The Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.B & M.

Excepting therefrom the East 50 feet, the South 30 feet and that certain spandrel area in the Southeast Corner as conveyed to Clark County, Nevada by Deed recorded September 6, 1979, in Block 1113 as Document No. 1072670, Official Records.

Being further described as Lot Two (2) of Certificate of Land Division LD No. 142-79 recorded September 6, 1979 in Book 1113 as Document No. 1072669, Official Records.

PARCEL 1: POD 109

The Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); The West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 121:

The West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 24, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PROPOSED LEGAL FOR POD 105:

Being a portion of the South half (S ½) of the North half (N ½) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Commencing at the East Sixteenth corner common to Section 12 and Section 13, said Township And Range, thence South 00°26'41" East, 667.05 feet to the point of beginning;

Thence North 87°58'52" East, 686.70 feet; thence South 00°20'43" East, 668.87 feet; thence South 88°07'52" West, 1038.16 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 1500.00 feet, a radial line to said beginning bears South 50°32'30" West; thence Northwesterly, 733.03 feet along said curve through a central angle of 27°59'59"; thence North 87°58'52" East, 659.69 feet to the point of beginning.

PROPOSED LEGAL FOR POD 106:

Being a portion of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Commencing at the East Quarter corner of said Section 13; thence North 00°14'47" West, along the East line of said Section 13, a distance of 670.64 feet to the point of beginning;

Thence South 88°14'56" West, departing said East line, 1368.58 feet; thence South 88°14'34" West, 31.68 feet to the beginning of a non-tangent curve concave Southwesterly having a radius of 1500.00 feet, a radial line to said beginning bears North 77°45'38" East; thence Northwesterly, 726.85 feet along said curve through a central angle of 27°45'49" to the beginning of a reverse curve concave Northeasterly having a radius of 1500.00 feet, a radial line to said beginning bears South 50°02'15" West; thence Northwesterly, 14.26 feet along said curve through a central angle of 00°32'40" thence North 88°07'52" East, 1038.16 feet; thence North 00°20'43" West, 668.87 feet; thence North 87°58'52" East, 686.70 feet to the East line of said Section 13, thence South 00°14'47" East, along said East line, 1341.34 feet to the point of beginning.

Excepting therefrom the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) Of Section 13, Township 19 South, Range 59 East, M.D.M.

Further excepting therefrom the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B.&M.

Excepting therefrom the East 50 feet, the South 30 Feet and that certain spandrel area in the Southeast (SE) Corner as conveyed to Clark County, Nevada by deed recorded September 6, 1979, in Book 1113 as Document No. 1072670, Official Records.

Being further described as Lot Two (2) of the Certificate of Land Division LD No. 142-79 recorded September 6, 1979 in Book 1113 as Document No. 1072669, Official Records.

Further excepting the West Half (W ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PROPOSED LEGAL FOR POD 109:

Being a portion of the South Half (S ½) of the South Half (S ½) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Beginning at the East Quarter corner of said Section 13; thence South 88°22'02" West, along the South line of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of said Section 13, a distance of 1366.20 feet; thence North 00°26'41" West, 360.43 feet to the beginning of a curve concave Westerly having a radius of 1500.00 feet; thence Northerly, 308.78 feet along said curve through a central angle of 11°47'41"; thence North 88°14'34" East, 31.68 feet; thence North 88°14'56" East, 1368.58 feet to the East line of said Southeast Quarter (SE ¼); thence South 00°14'47" East, 670.64 feet to the point of beginning.

Excepting therefrom the North Half (N ½) of the East half (E ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B.&M.

Excepting therefrom the North 30 feet and the East 50 feet and that certain spandrel area in the Northeast (NE) Corner, as granted to Clark County for roads, utilities and other public purposes, by deed recorded May 8, 1979 in Book 1052 as Document No. 1011072, Official Records.

Further excepting therefrom the South Half (S ½) of the East Half (E ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B.&M.

Excepting therefrom the South 40 feet and the East 50 feet and that certain spandrel area in the Southeast (SE) Corner, as granted to Clark County for roads, utilities and other public purposes, by deed recorded May 8, 1979 in Book 1052 as Document No. 1011072, Official Records.

Exhibit B

City of Las Vegas, Nevada
Special Improvement District No. 607 Information Form

APN # _____

Dear Property Owner,

You are about to purchase a property in Special Improvement District No. 607 of City of Las Vegas, Nevada. **THIS PROPERTY IS SUBJECT TO AN OUTSTANDING ASSESSMENT.** Below are some commonly asked questions regarding Special Assessment Districts. Please take the time to read through all of the information. After reading information, please sign, date, and mail the form to the address set forth below.

Why was the Assessment District created?

In _____ of 2004, City of Las Vegas issued \$ _____ of bonds to fund the acquisition and construction of certain street, water and sewer improvements specifically benefiting property located in the City's Special Improvement District No. 607.

What are my assessment installment payments used for?

To repay the principal and interest on the bonds issued to finance the street, park, water, and sewer improvements.

Who is responsible for payment?

Each assessment constitutes a lien on the property similar to a property tax lien and must be paid by the property owner.

How often are assessments installments billed?

Assessment installments are billed semi-annually. Assessment payments are due _____ 1 and _____ 1 of each year (each, a "Due Date") until _____ 1, 202_. Late penalties for delinquent installments can be substantial. To avoid late penalties and potential foreclosure proceedings, please pay the amount due prior to the Due Date. Late penalties accrue at the first of each month if payment is not received on or before the Due Date.

Can the assessment be paid in advance?

Yes. The assessment may be paid in full at any time, if interest is also paid to the next assessment installment payment date.

Is there a premium charged for prepaying my assessment?

Yes. The prepayment premium is _____ % of the outstanding principal balance.

What happens if I sell my home?

The remaining assessment may be transferred to the new owner at the time of sale or paid off in advance as described above.

Are there penalties for failure to pay/underpayment of assessment installments?

Yes, if an assessment payment is not received by the Due Date indicated on the payment coupon, a late penalty of 2% per month will be imposed. In addition, failure to pay an assessment installment when due may cause the whole amount of the outstanding assessment to become due and payable immediately as a result of the commencement of sale or foreclosure proceedings.

What about overpayments?

If an overpayment is received, the amount of the overpayment will be credited in the manner selected by the Owner on the payment coupon. If no selection is indicated, the overpayment will be applied in accordance with policy established by the City.

Is my assessment limited to the property I own?

Yes. The assessment levied on any property owner's parcel is limited to that individual piece of property. As a property owner, you will never be liable for any other owners' assessments.

Where can I get further information about the District or my bill?

Call (702)-796-0082.

Please Sign Below.

Address: _____

Buyer: _____ **Date:** _____

Buyer: _____ **Date:** _____

**Please mail original signed copy to: City of Las Vegas Treasurer's Office – Cliff's Edge, 400 Stewart Street,
City of Las Vegas, NV 89101**

APN: 126-13-201-002
126-13-201-003
126-13-201-004
126-13-201-009
126-13-201-010
126-13-201-011
126-13-201-012
PT 126-13-201-019

When Recorded, Return To:

John O. Swendseid
Swendseid & Stern
317 South Sixth Street
Las Vegas, NV 89101

**AGREEMENT RELATED TO
CITY OF LAS VEGAS, NEVADA
SPECIAL IMPROVEMENT DISTRICT NO. 607
(CLIFF'S EDGE)**

BETWEEN

CITY OF LAS VEGAS, NEVADA

AND

BEAZER HOMES HOLDINGS CORP.

TABLE OF CONTENTS

PAGE NO.

ARTICLE 1. CONSTRUCTION.....	1
1.1. Construction.....	1
ARTICLE 2. ASSESSMENTS.....	2
2.1 Procedure.....	2
2.2 Financing.....	2
2.3 Assessed Property, Assessment Roll.....	2
2.4 Assessment Installments.....	2
2.5 Waiver.....	2
ARTICLE 3. MISCELLANEOUS.....	3
3.1 No Third-Party Beneficiaries.....	3
3.2. No Guarantee of Water or Sewer Capacity.....	4
3.3 Successors; Assignments.....	4
3.4 Further Assurances.....	4
3.5 Severability.....	4
3.6 Governing Law.....	4
3.7 No City Obligation.....	4
3.8 Termination Date.....	4
3.9 Counterparts.....	5
3.10 Recordation.....	5
3.11 Conveyance Restriction.....	5
3.12 Disclosure to Transferee.....	5

EXHIBITS

Property Description.....	A
Disclosure Statement to Property Buyers.....	B

This Agreement Related to City of Las Vegas, Nevada Special Improvement District No. 607 (Cliff's Edge) (the "Agreement") between **CITY OF LAS VEGAS, NEVADA** (the "City"), a political subdivision of the State of Nevada (the "State") and **BEAZER HOMES HOLDINGS CORP.**, a Delaware corporation (the "Owner") is made and entered into as of _____, 20__.

W I T N E S E T H:

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 271.710 the City Council of the City (the "Council") may enter into written agreements with the owners of all assessable property within a proposed special assessment or improvement district containing the provisions stated herein; and

WHEREAS, the Owner represents and warrants that it is the sole legal owner of certain property to be assessed within the proposed City of Las Vegas, Nevada, Special Improvement District No. 607 (Cliff's Edge) (the "District"), a legal description of which property is attached hereto as Exhibit A, and that such property represents less than 20% of the assessable property in the District; and

WHEREAS, Cliff's Edge, LLC, has signed and filed a petition with the City to form the District in accordance with the City's Developer Special Improvement District Guidelines (the "Petition") for the purpose of financing the acquisition, construction and financing of certain improvements in the District (the "Project"); and

WHEREAS, the Owner agrees that the City may create the District, levy the assessments and for all other purposes relating to the District, proceed pursuant to the provisions of NRS 271.710; and

WHEREAS, the parties hereto propose to finance the Project by sale of bonds pursuant to NRS Chapter 271, including NRS 271.710 through 271.730.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1. CONSTRUCTION.

1.1. Construction. The City agrees to enter into a contract for the acquisition, construction or improvement of the Project in the District which includes:

A. A provision stating that the requirements of NRS 338.010 to 338.090, inclusive, apply to any construction work to be performed under the contract; and

B. The price, stated as a lump sum or as unit prices, which the City agrees to pay for the Project if the Project meets all requirements and specifications in the contract.

ARTICLE 2. ASSESSMENTS.

2.1 Procedure. The Owner agrees that the City may proceed to order that the Project be acquired and improved, issue bonds to finance the Project (the "Bonds") and otherwise finance the cost of the Project and levy assessments without complying with the provisions of NRS 271.305 to 271.320, inclusive, 271.330 to 271.345, inclusive, 271.380 and 271.385 and the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements including without limitation chapters 332, 338 and 339 of NRS except as specifically provided in NRS 271.710. The Owner agrees that the Council may create the District, levy assessments and for all other purposes relating to the District proceed pursuant to the provisions of NRS 271.710 and NRS 271.720.

2.2 Financing. The City agrees to proceed with the financing of the Project by levying assessments against the property in the District and issuing Bonds in the manner described herein. The City has not agreed to pay the Bonds from the sources named in NRS 271.495.

2.3 Assessed Property, Assessment Roll. The City will levy assessments against all the property in the District as provided in the ordinance levying the assessments (the "Assessment Ordinance") and the amount of the assessments against each parcel of property in the District will not exceed \$55,000 per acre.

2.4 Assessment Installments. Pursuant to NRS 271.405(2), the Owner hereby elects to pay the assessments against its property in the District in installments of principal and interest as may hereafter be fixed by the Council. The Owner waives the right to pay the whole assessment within 30 days after the effective date of the Assessment Ordinance. The City may, in connection with a refunding of the Bonds, change the assessment amortization, installment dates and payments and any other terms of the assessments permitted to be changed pursuant to NRS 271.488, in the manner provided in NRS 271.488.

2.5 Waiver. The Owner agrees: (i) that all of the property owned by it in the District is benefitted by the improvements proposed to be acquired and constructed in the District by an

amount at least equal to the amount proposed to be assessed against those properties listed in the assessment roll attached as Exhibit C; and (ii) that the City may assess such property as provided in Section 2.3. The Owner waives any and all formalities required by the laws of the United States and the State of Nevada in order to impose such assessments. The Owner consents and agrees to the assessments listed in the assessment roll for the property and agrees that, provided the Bonds are issued, those assessments must be paid regardless of whether any or all of the Project proposed to be constructed as described herein is in fact constructed and agrees that the City may proceed to collect and enforce the assessments in the manner described herein and in the NRS Chapter 271 regardless of whether the City completes the acquisition or construction of the Project. The Owner waives all powers, privileges, immunities and rights as against the City or the District arising from or following from irregularities or defects, if any, occurring in connection with or ensuing from the actions, proceedings, matters and things heretofore taken, or hereafter to be taken had and done by the City, the Council and the officers of the City (including, without limitation, the proper description of all property which the Owner may own within the District and the giving of proper notice of the proceedings relating to the District) concerning the creation of the District and the levying of special assessments to meet the cost and expenses of the Project in the District. The Owner consents and agrees to be bound and consents and agrees that all property in the District owned by the Owner be bound and be subject to the assessment lien as thoroughly and effectively as if all actions, proceedings, notices, matters and things had been taken and done free from irregularities. The Owner also represents and warrants that the market value of each parcel owned by it in the District on the date of execution hereof and the date the assessments are levied exceeds the amount of the assessment proposed to be made against each such parcel.

ARTICLE 3. MISCELLANEOUS.

3.1 No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to make any person who is not a party to this Agreement, including, without limitation, the subsequent owners of property assessed, the general public or any member thereof, a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit pursuant to this Agreement for any reason, including, without limitation, any suit for personal injuries or property damage.

3.2. No Guarantee of Water or Sewer Capacity. Nothing in this Agreement or any other document involving the District, or the installation by way of the District of, or the assessment of the property within the District for, the water and sewage facilities shall be taken as a guarantee, promise or representation that water or sewage treatment capacity will be made available to the property in the District.

3.3 Successors; Assignments. This Agreement shall be binding upon and inure to the benefit of the City and the Owner and their respective successors and assigns. No assignment of this Agreement or any right or obligation hereunder by the Owner hereto shall be valid unless the other party hereto consents to such assignment in writing.

3.4 Further Assurances. The Owner and the City agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the other party its rights, powers, and remedies hereunder. The Owner shall execute all consents, certificates and other documents which the City or bond underwriter reasonably request in connection with the sale of the bonds.

3.5 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the City and Owner agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

3.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

3.7 No City Obligation. Nothing herein obligates the City to expend any money other than funds derived from the sale of the Bonds and amounts received from the investment thereof and receipts from the assessments made against the property in the District.

3.8 Termination Date. Except as otherwise provided herein, this Agreement shall be in effect from the date and year first mentioned above until the later of: (i) the date all of the Bonds and all bonds issued to refund any of the Bonds (including through a series of refundings) have been retired; or (ii) the date on which all of the assessments against property described in Exhibit A have been paid in full.

3.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

3.10 Recordation. After this Agreement is executed in full, the City shall, within ten (10) working days, record this Agreement in the office of the County Recorder, after which this Agreement:

A. Is a binding obligation on all subsequent owners of the property described in Exhibit A pursuant to the terms hereof;

B. Is not extinguished by the sale of any property described in Exhibit A on account of nonpayment of general taxes or any other sale of the property; and

C. Is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessment and general taxes.

3.11 Conveyance Restriction. The Owner agrees not to convey any parcel, lot or real property interest in any land described in Exhibit A to any party until after this Agreement has been recorded in the office of the County Recorder.

3.12 Disclosure to Transferee. The Owner agrees to inform any transferee of any of the property described in Exhibit A of the existence of this Agreement and the assessments and to obtain from any transferee who is known to the Owner to be acquiring a lot for development and resale a covenant to make a similar disclosure to any subsequent transferee. A form disclosure statement, which Owner agrees to use commercially reasonable efforts to have completed and signed by all purchasers of property described in Exhibit A is attached as Exhibit B.

////

////

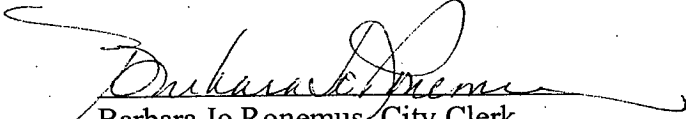
IN WITNESS WHEREOF the City and the Owner have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA



Oscar B. Goodman, Mayor
City of Las Vegas, Nevada

(SEAL)



Barbara Jo Ronemus, City Clerk
City of Las Vegas, Nevada

Approved as to Form:



Deputy City Attorney

BEAZER HOMES HOLDINGS CORP.,
a Delaware corporation

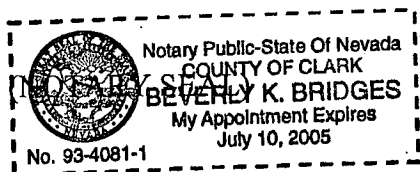
By: 

Print: _____
Kirk Brynjulson
Title: Director Land Development
Nevada Division

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on April 9, 2004, by
Oscar B. Goodman, as Mayor of the City of Las Vegas, Nevada

Witness my hand and official seal.

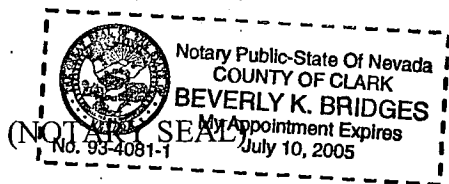


Beverly K. Bridges
Notary Public for the State of Nevada

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on April 9, 2004, by
Barbara Jo Ronemus, as City Clerk of the City of Las Vegas, Nevada.

Witness my hand and official seal.



Beverly K. Bridges
Notary Public for the State of Nevada

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on March 3, 2004, by
Kirk Brynjulson as Director Land Development of BEAZER
HOMES HOLDINGS CORP., a Delaware corporation.

Witness my hand and official seal.

Marsha Louise Bean
Notary Public for the State of Nevada

(NOTARY SEAL)



Exhibit A

Property Description

Legal Description

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1: POD 205

The Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 205

The West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 3: POD 205

The Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M.

Excepting therefrom the North Thirty (30.00) feet, the West Thirty (30.00) feet and that certain spandrel area in the Northwest Corner thereof as described in Deed to Clark County, recorded April 13, 1981 in Book 1384 as Document No. 1343545, Official Records.

Being also described as Lot One (1) of Certificate of Land Division No. LD 52-81 recorded April 13, 1981 in Book 1384 as Document No. 1343544, Official Records.

PARCEL 4: POD 205

The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M.

Excepting therefrom the South Thirty (30.00) feet, the West Thirty (30.00) feet and that certain spandrel area in the Southwest Corner thereof as described in Deed to Clark County, recorded April 13, 1981 in Book 1384 as Document No. 1343545, Official Records.

Being also described as Lot Two (2) of Certificate of Land Division No. LD 52-81 recorded April 13, 1981 in Book 1384 as Document No. 1343544, Official Records.

PARCEL 5: POD 205

The East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.B & M.

PARCEL 6: POD 205

The West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.B & M.

PARCEL 7: POD 205

The East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 8: POD 205

The East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 19 South, Range 59 East, M.D.M.

Exhibit B

City of Las Vegas, Nevada
Special Improvement District No. 607 Information Form

APN # _____

Dear Property Owner,

You are about to purchase a property in Special Improvement District No. 607 of City of Las Vegas, Nevada. **THIS PROPERTY IS SUBJECT TO AN OUTSTANDING ASSESSMENT.** Below are some commonly asked questions regarding Special Assessment Districts. Please take the time to read through all of the information. After reading information, please sign, date, and mail the form to the address set forth below.

Why was the Assessment District created?

In _____ of 2004, City of Las Vegas issued \$ _____ of bonds to fund the acquisition and construction of certain street, water and sewer improvements specifically benefiting property located in the City's Special Improvement District No. 607.

What are my assessment installment payments used for?

To repay the principal and interest on the bonds issued to finance the street, park, water, and sewer improvements.

Who is responsible for payment?

Each assessment constitutes a lien on the property similar to a property tax lien and must be paid by the property owner.

How often are assessments installments billed?

Assessment installments are billed semi-annually. Assessment payments are due _____ 1 and _____ 1 of each year (each, a "Due Date") until _____ 1, 202_. Late penalties for delinquent installments can be substantial. To avoid late penalties and potential foreclosure proceedings, please pay the amount due prior to the Due Date. Late penalties accrue at the first of each month if payment is not received on or before the Due Date.

Can the assessment be paid in advance?

Yes. The assessment may be paid in full at any time, if interest is also paid to the next assessment installment payment date.

Is there a premium charged for prepaying my assessment?

Yes. The prepayment premium is _____ % of the outstanding principal balance.

What happens if I sell my home?

The remaining assessment may be transferred to the new owner at the time of sale or paid off in advance as described above.

Are there penalties for failure to pay/underpayment of assessment installments?

Yes, if an assessment payment is not received by the Due Date indicated on the payment coupon, a late penalty of 2% per month will be imposed. In addition, failure to pay an assessment installment when due may cause the whole amount of the outstanding assessment to become due and payable immediately as a result of the commencement of sale or foreclosure proceedings.

What about overpayments?

If an overpayment is received, the amount of the overpayment will be credited in the manner selected by the Owner on the payment coupon. If no selection is indicated, the overpayment will be applied in accordance with policy established by the City.

Is my assessment limited to the property I own?

Yes. The assessment levied on any property owner's parcel is limited to that individual piece of property. As a property owner, you will never be liable for any other owners' assessments.

Where can I get further information about the District or my bill?

Call (702)-796-0082.

Please Sign Below.

Address: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Please mail original signed copy to: City of Las Vegas Treasurer's Office – Cliff's Edge, 400 Stewart Street,
City of Las Vegas, NV 89101

APN: 126-13-501-001
PT 126-13-601-018

When Recorded, Return To:

John O. Swendseid
Swendseid & Stern
317 South Sixth Street
Las Vegas, NV 89101

**AGREEMENT RELATED TO
CITY OF LAS VEGAS, NEVADA
SPECIAL IMPROVEMENT DISTRICT NO. 607
(CLIFF'S EDGE)**

BETWEEN

CITY OF LAS VEGAS, NEVADA

AND

CLIFF'S EDGE DEVELOPMENT, LLC

This Agreement Related to City of Las Vegas, Nevada Special Improvement District No. 607 (Cliff's Edge) (the "Agreement") between **CITY OF LAS VEGAS, NEVADA** (the "City"), a political subdivision of the State of Nevada (the "State") and **CLIFF'S EDGE DEVELOPMENT, LLC**, a Nevada limited liability company (the "Owner") is made and entered into as of _____, 20__.

W I T N E S E T H:

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 271.710 the City Council of the City (the "Council") may enter into written agreements with the owners of all assessable property within a proposed special assessment or improvement district containing the provisions stated herein; and

WHEREAS, the Owner represents and warrants that it is the sole legal owner of certain property to be assessed within the proposed City of Las Vegas, Nevada, Special Improvement District No. 607 (Cliff's Edge) (the "District"), a legal description of which property is attached hereto as Exhibit A, and that such property represents less than 20% of the assessable property in the District; and

WHEREAS, Cliff's Edge, LLC, has signed and filed a petition with the City to form the District in accordance with the City's Developer Special Improvement District Guidelines (the "Petition") for the purpose of financing the acquisition, construction and financing of certain improvements in the District (the "Project"); and

WHEREAS, the Owner agrees that the City may create the District, levy the assessments and for all other purposes relating to the District, proceed pursuant to the provisions of NRS 271.710; and

WHEREAS, the parties hereto propose to finance the Project by sale of bonds pursuant to NRS Chapter 271, including NRS 271.710 through 271.730.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1. CONSTRUCTION.

1.1. Construction. The City agrees to enter into a contract for the acquisition, construction or improvement of the Project in the District which includes:

A. A provision stating that the requirements of NRS 338.010 to 338.090, inclusive, apply to any construction work to be performed under the contract; and

B. The price, stated as a lump sum or as unit prices, which the City agrees to pay for the Project if the Project meets all requirements and specifications in the contract.

ARTICLE 2. ASSESSMENTS.

2.1 Procedure. The Owner agrees that the City may proceed to order that the Project be acquired and improved, issue bonds to finance the Project (the "Bonds") and otherwise finance the cost of the Project and levy assessments without complying with the provisions of NRS 271.305 to 271.320, inclusive, 271.330 to 271.345, inclusive, 271.380 and 271.385 and the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements including without limitation chapters 332, 338 and 339 of NRS except as specifically provided in NRS 271.710. The Owner agrees that the Council may create the District, levy assessments and for all other purposes relating to the District proceed pursuant to the provisions of NRS 271.710 and NRS 271.720.

2.2 Financing. The City agrees to proceed with the financing of the Project by levying assessments against the property in the District and issuing Bonds in the manner described herein. The City has not agreed to pay the Bonds from the sources named in NRS 271.495.

2.3 Assessed Property, Assessment Roll. The City will levy assessments against all the property in the District as provided in the ordinance levying the assessments (the "Assessment Ordinance") and the amount of the assessments against each parcel of property in the District will not exceed \$55,000 per acre.

2.4 Assessment Installments. Pursuant to NRS 271.405(2), the Owner hereby elects to pay the assessments against its property in the District in installments of principal and interest as may hereafter be fixed by the Council. The Owner waives the right to pay the whole assessment within 30 days after the effective date of the Assessment Ordinance. The City may, in connection with a refunding of the Bonds, change the assessment amortization, installment dates and payments and any other terms of the assessments permitted to be changed pursuant to NRS 271.488, in the manner provided in NRS 271.488.

2.5 Waiver. The Owner agrees: (i) that all of the property owned by it in the District is benefitted by the improvements proposed to be acquired and constructed in the District by an

amount at least equal to the amount proposed to be assessed against those properties listed in the assessment roll attached as Exhibit C; and (ii) that the City may assess such property as provided in Section 2.3. The Owner waives any and all formalities required by the laws of the United States and the State of Nevada in order to impose such assessments. The Owner consents and agrees to the assessments listed in the assessment roll for the property and agrees that, provided the Bonds are issued, those assessments must be paid regardless of whether any or all of the Project proposed to be constructed as described herein is in fact constructed and agrees that the City may proceed to collect and enforce the assessments in the manner described herein and in the NRS Chapter 271 regardless of whether the City completes the acquisition or construction of the Project. The Owner waives all powers, privileges, immunities and rights as against the City or the District arising from or following from irregularities or defects, if any, occurring in connection with or ensuing from the actions, proceedings, matters and things heretofore taken, or hereafter to be taken had and done by the City, the Council and the officers of the City (including, without limitation, the proper description of all property which the Owner may own within the District and the giving of proper notice of the proceedings relating to the District) concerning the creation of the District and the levying of special assessments to meet the cost and expenses of the Project in the District. The Owner consents and agrees to be bound and consents and agrees that all property in the District owned by the Owner be bound and be subject to the assessment lien as thoroughly and effectively as if all actions, proceedings, notices, matters and things had been taken and done free from irregularities. The Owner also represents and warrants that the market value of each parcel owned by it in the District on the date of execution hereof and the date the assessments are levied exceeds the amount of the assessment proposed to be made against each such parcel.

ARTICLE 3. MISCELLANEOUS.

3.1 No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to make any person who is not a party to this Agreement, including, without limitation, the subsequent owners of property assessed, the general public or any member thereof, a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit pursuant to this Agreement for any reason, including, without limitation, any suit for personal injuries or property damage.

3.2. No Guarantee of Water or Sewer Capacity. Nothing in this Agreement or any other document involving the District, or the installation by way of the District of, or the assessment of the property within the District for, the water and sewage facilities shall be taken as a guarantee, promise or representation that water or sewage treatment capacity will be made available to the property in the District.

3.3 Successors; Assignments. This Agreement shall be binding upon and inure to the benefit of the City and the Owner and their respective successors and assigns. No assignment of this Agreement or any right or obligation hereunder by the Owner hereto shall be valid unless the other party hereto consents to such assignment in writing.

3.4 Further Assurances. The Owner and the City agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the other party its rights, powers, and remedies hereunder. The Owner shall execute all consents, certificates and other documents which the City or bond underwriter reasonably request in connection with the sale of the bonds.

3.5 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the City and Owner agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

3.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

3.7 No City Obligation. Nothing herein obligates the City to expend any money other than funds derived from the sale of the Bonds and amounts received from the investment thereof and receipts from the assessments made against the property in the District.

3.8 Termination Date. Except as otherwise provided herein, this Agreement shall be in effect from the date and year first mentioned above until the later of: (i) the date all of the Bonds and all bonds issued to refund any of the Bonds (including through a series of refundings) have been retired; or (ii) the date on which all of the assessments against property described in Exhibit A have been paid in full.

3.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

3.10 Recordation. After this Agreement is executed in full, the City shall, within ten (10) working days, record this Agreement in the office of the County Recorder, after which this Agreement:

A. Is a binding obligation on all subsequent owners of the property described in Exhibit A pursuant to the terms hereof;

B. Is not extinguished by the sale of any property described in Exhibit A on account of nonpayment of general taxes or any other sale of the property; and

C. Is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessment and general taxes.

3.11 Conveyance Restriction. The Owner agrees not to convey any parcel, lot or real property interest in any land described in Exhibit A to any party until after this Agreement has been recorded in the office of the County Recorder.

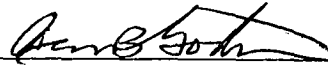
3.12 Disclosure to Transferee. The Owner agrees to inform any transferee of any of the property described in Exhibit A of the existence of this Agreement and the assessments and to obtain from any transferee who is known to the Owner to be acquiring a lot for development and resale a covenant to make a similar disclosure to any subsequent transferee. A form disclosure statement, which Owner agrees to use commercially reasonable efforts to have completed and signed by all purchasers of property described in Exhibit A is attached as Exhibit B.

////

////

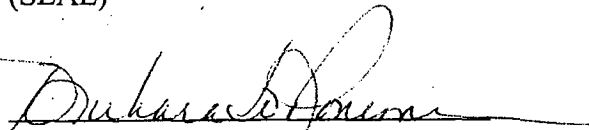
IN WITNESS WHEREOF the City and the Owner have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA



Oscar B. Goodman, Mayor
City of Las Vegas, Nevada

(SEAL)

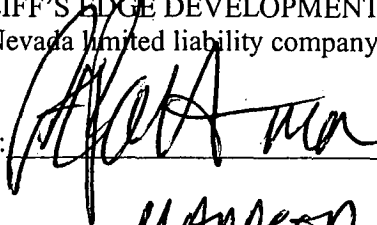


Barbara Jo Ronemus, City Clerk
City of Las Vegas, Nevada

Approved as to Form:


Deputy City Attorney

CLIFF'S EDGE DEVELOPMENT, LLC,
a Nevada limited liability company



By:

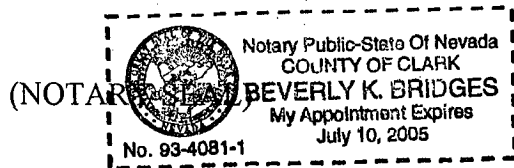
Its:

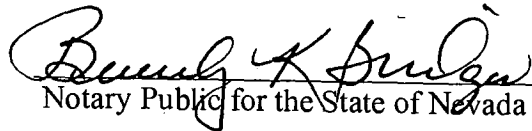

MANACON

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on April 9, 2004, by
Oscar B. Goodman, as Mayor of the City of Las Vegas, Nevada.

Witness my hand and official seal.

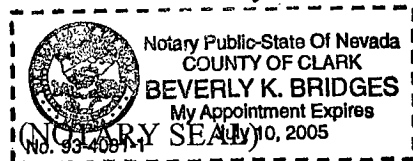


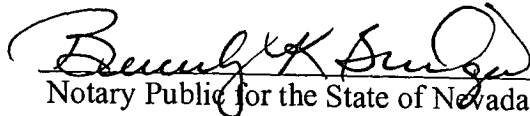

Notary Public for the State of Nevada

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on April 9, 2004 by
Barbara Jo Ronemus, as City Clerk of the City of Las Vegas, Nevada.

Witness my hand and official seal.




Notary Public for the State of Nevada

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on February 27, 2004, by
Patrick Patterson as Manager of CLIFF'S
EDGE DEVELOPMENT, LLC, a Nevada limited liability company.

Witness my hand and official seal.

Tina Biccum
Notary Public for the State of Nevada

(NOTARY SEAL)



Exhibit A

Property Description

Legal Description

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1: POD 103

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 103

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) and the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PROPOSED LEGAL FOR POD 103:

Being a portion of the North Half (N ½) of the North Half (N ½) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Beginning at the East Sixteenth corner common to Section 12 and Section 13, said Township and Range, thence North 87°49'54" East, along the North line of said Section 13, a distance of 687.91 feet; thence South 00°20'43" East, departing said North line, 668.87 feet; thence South 87°58'52" West, 1346.38 feet to the beginning of a non-tangent curve concave Easterly having a radius of 1500.00 feet, a radial line to said beginning bears South 78°32'29" West; thence Northerly, 286.25 feet along said curve through a central angle of 10°56'02"; thence North 00°31'29" West, 380.00 feet to the North line of said Section 13; thence North 87°49'54" East, along said North line, 687.91 feet to the point of beginning.

Exhibit B

City of Las Vegas, Nevada
Special Improvement District No. 607 Information Form

APN # _____

Dear Property Owner,

You are about to purchase a property in Special Improvement District No. 607 of City of Las Vegas, Nevada. **THIS PROPERTY IS SUBJECT TO AN OUTSTANDING ASSESSMENT.** Below are some commonly asked questions regarding Special Assessment Districts. Please take the time to read through all of the information. After reading information, please sign, date, and mail the form to the address set forth below.

Why was the Assessment District created?

In _____ of 2004, City of Las Vegas issued \$ _____ of bonds to fund the acquisition and construction of certain street, water and sewer improvements specifically benefiting property located in the City's Special Improvement District No. 607.

What are my assessment installment payments used for?

To repay the principal and interest on the bonds issued to finance the street, park, water, and sewer improvements.

Who is responsible for payment?

Each assessment constitutes a lien on the property similar to a property tax lien and must be paid by the property owner.

How often are assessments installments billed?

Assessment installments are billed semi-annually. Assessment payments are due _____ 1 and _____ 1 of each year (each, a "Due Date") until _____ 1, 202_. Late penalties for delinquent installments can be substantial. To avoid late penalties and potential foreclosure proceedings, please pay the amount due prior to the Due Date. Late penalties accrue at the first of each month if payment is not received on or before the Due Date.

Can the assessment be paid in advance?

Yes. The assessment may be paid in full at any time, if interest is also paid to the next assessment installment payment date.

Is there a premium charged for prepaying my assessment?

Yes. The prepayment premium is _____ % of the outstanding principal balance.

What happens if I sell my home?

The remaining assessment may be transferred to the new owner at the time of sale or paid off in advance as described above.

Are there penalties for failure to pay/underpayment of assessment installments?

Yes, if an assessment payment is not received by the Due Date indicated on the payment coupon, a late penalty of 2% per month will be imposed. In addition, failure to pay an assessment installment when due may cause the whole amount of the outstanding assessment to become due and payable immediately as a result of the commencement of sale or foreclosure proceedings.

What about overpayments?

If an overpayment is received, the amount of the overpayment will be credited in the manner selected by the Owner on the payment coupon. If no selection is indicated, the overpayment will be applied in accordance with policy established by the City.

Is my assessment limited to the property I own?

Yes. The assessment levied on any property owner's parcel is limited to that individual piece of property. As a property owner, you will never be liable for any other owners' assessments.

Where can I get further information about the District or my bill?

Call (702)-796-0082.

Please Sign Below:

Address: _____

Buyer: _____ **Date:** _____

Buyer: _____ **Date:** _____

**Please mail original signed copy to: City of Las Vegas Treasurer's Office – Cliff's Edge, 400 Stewart Street,
City of Las Vegas, NV 89101**

APN: 126-13-101-005
126-13-101-006
126-13-101-007
126-13-101-008
126-13-101-012
126-13-101-014
126-13-101-018
126-13-201-005
126-13-201-006
126-13-201-007
126-13-201-008
126-13-201-013
126-13-201-014
126-13-201-015
126-13-201-016
126-13-501-003
PT 126-13-601-001
126-13-601-007
PT 126-13-601-018

When Recorded, Return To:

John O. Swendseid
Swendseid & Stern
317 South Sixth Street
Las Vegas, NV 89101

**AGREEMENT RELATED TO
CITY OF LAS VEGAS, NEVADA
SPECIAL IMPROVEMENT DISTRICT NO. 607
(CLIFF'S EDGE)**

BETWEEN

CITY OF LAS VEGAS, NEVADA

AND

LM CLIFF'S EDGE, LLC

AND

MTH-HOMES NEVADA, INC.

TABLE OF CONTENTS

PAGE NO.

ARTICLE 1. CONSTRUCTION	1
1.1. Construction	1
ARTICLE 2. ASSESSMENTS	2
2.1 Procedure.....	2
2.2 Financing.....	2
2.3 Assessed Property, Assessment Roll.....	2
2.4 Assessment Installments	2
2.5 Waiver	2
ARTICLE 3. MISCELLANEOUS.....	3
3.1 No Third-Party Beneficiaries	3
3.2 No Guarantee of Water or Sewer Capacity.....	4
3.3 Successors; Assignments	4
3.4 Further Assurances	4
3.5 Severability	4
3.6 Governing Law.....	4
3.7 No City Obligation.....	4
3.8 Termination Date	4
3.9 Counterparts	5
3.10 Recordation	5
3.11 Conveyance Restriction	5
3.12 Disclosure to Transferee	5

EXHIBITS

Property Description	A
Disclosure Statement to Property Buyers	B

This Agreement Related to City of Las Vegas, Nevada Special Improvement District No. 607 (Cliff's Edge) (the "Agreement") between **CITY OF LAS VEGAS, NEVADA** (the "City"), a political subdivision of the State of Nevada (the "State") and LM CLIFFS EDGE, LLC, a Delaware limited liability company, and MTH-HOMES NEVADA, INC., and Arizona corporation (collectively, the "Owner") is made and entered into as of February 26, 2004.

W I T N E S S E T H:

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 271.710 the City Council of the City (the "Council") may enter into written agreements with the owners of all assessable property within a proposed special assessment or improvement district containing the provisions stated herein; and

WHEREAS, the Owner represents and warrants that it is the sole legal owner of certain property to be assessed within the proposed City of Las Vegas, Nevada, Special Improvement District No. 607 (Cliff's Edge) (the "District"), a legal description of which property is attached hereto as Exhibit A, and that such property represents less than 20% of the assessable property in the District; and

WHEREAS, Cliff's Edge, LLC, has signed and filed a petition with the City to form the District in accordance with the City's Developer Special Improvement District Guidelines (the "Petition") for the purpose of financing the acquisition, construction and financing of certain improvements in the District (the "Project"); and

WHEREAS, the Owner agrees that the City may create the District, levy the assessments and for all other purposes relating to the District, proceed pursuant to the provisions of NRS 271.710; and

WHEREAS, the parties hereto propose to finance the Project by sale of bonds pursuant to NRS Chapter 271, including NRS 271.710 through 271.730.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1. CONSTRUCTION.

1.1. Construction. The City agrees to enter into a contract for the acquisition, construction or improvement of the Project in the District which includes:

A. A provision stating that the requirements of NRS 338.010 to 338.090, inclusive, apply to any construction work to be performed under the contract; and

B. The price, stated as a lump sum or as unit prices, which the City agrees to pay for the Project if the Project meets all requirements and specifications in the contract.

ARTICLE 2. ASSESSMENTS.

2.1 Procedure. The Owner agrees that the City may proceed to order that the Project be acquired and improved, issue bonds to finance the Project (the "Bonds") and otherwise finance the cost of the Project and levy assessments without complying with the provisions of NRS 271.305 to 271.320, inclusive, 271.330 to 271.345, inclusive, 271.380 and 271.385 and the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements including without limitation chapters 332, 338 and 339 of NRS except as specifically provided in NRS 271.710. The Owner agrees that the Council may create the District, levy assessments and for all other purposes relating to the District proceed pursuant to the provisions of NRS 271.710 and NRS 271.720.

2.2 Financing. The City agrees to proceed with the financing of the Project by levying assessments against the property in the District and issuing Bonds in the manner described herein. The City has not agreed to pay the Bonds from the sources named in NRS 271.495.

2.3 Assessed Property, Assessment Roll. The City will levy assessments against all the property in the District as provided in the ordinance levying the assessments (the "Assessment Ordinance") and the amount of the assessments against each parcel of property in the District will not exceed \$55,000 per acre.

2.4 Assessment Installments. Pursuant to NRS 271.405(2), the Owner hereby elects to pay the assessments against its property in the District in installments of principal and interest as may hereafter be fixed by the Council. The Owner waives the right to pay the whole assessment within 30 days after the effective date of the Assessment Ordinance. The City may, in connection with a refunding of the Bonds, change the assessment amortization, installment dates and payments and any other terms of the assessments permitted to be changed pursuant to NRS 271.488, in the manner provided in NRS 271.488.

2.5 Waiver. The Owner agrees: (i) that all of the property owned by it in the District is benefitted by the improvements proposed to be acquired and constructed in the District by an

amount at least equal to the amount proposed to be assessed against those properties listed in the assessment roll attached as Exhibit C; and (ii) that the City may assess such property as provided in Section 2.3. The Owner waives any and all formalities required by the laws of the United States and the State of Nevada in order to impose such assessments. The Owner consents and agrees to the assessments listed in the assessment roll for the property and agrees that, provided the Bonds are issued, those assessments must be paid regardless of whether any or all of the Project proposed to be constructed as described herein is in fact constructed and agrees that the City may proceed to collect and enforce the assessments in the manner described herein and in the NRS Chapter 271 regardless of whether the City completes the acquisition or construction of the Project. The Owner waives all powers, privileges, immunities and rights as against the City or the District arising from or following from irregularities or defects, if any, occurring in connection with or ensuing from the actions, proceedings, matters and things heretofore taken, or hereafter to be taken had and done by the City, the Council and the officers of the City (including, without limitation, the proper description of all property which the Owner may own within the District and the giving of proper notice of the proceedings relating to the District) concerning the creation of the District and the levying of special assessments to meet the cost and expenses of the Project in the District. The Owner consents and agrees to be bound and consents and agrees that all property in the District owned by the Owner be bound and be subject to the assessment lien as thoroughly and effectively as if all actions, proceedings, notices, matters and things had been taken and done free from irregularities. The Owner also represents and warrants that the market value of each parcel owned by it in the District on the date of execution hereof and the date the assessments are levied exceeds the amount of the assessment proposed to be made against each such parcel.

ARTICLE 3. MISCELLANEOUS.

3.1 No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to make any person who is not a party to this Agreement, including, without limitation, the subsequent owners of property assessed, the general public or any member thereof, a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit pursuant to this Agreement for any reason, including, without limitation, any suit for personal injuries or property damage.

3.2. No Guarantee of Water or Sewer Capacity. Nothing in this Agreement or any other document involving the District, or the installation by way of the District of, or the assessment of the property within the District for, the water and sewage facilities shall be taken as a guarantee, promise or representation that water or sewage treatment capacity will be made available to the property in the District.

3.3 Successors; Assignments. This Agreement shall be binding upon and inure to the benefit of the City and the Owner and their respective successors and assigns. No assignment of this Agreement or any right or obligation hereunder by the Owner hereto shall be valid unless the other party hereto consents to such assignment in writing.

3.4 Further Assurances. The Owner and the City agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the other party its rights, powers, and remedies hereunder. The Owner shall execute all consents, certificates and other documents which the City or bond underwriter reasonably request in connection with the sale of the bonds.

3.5 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the City and Owner agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

3.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

3.7 No City Obligation. Nothing herein obligates the City to expend any money other than funds derived from the sale of the Bonds and amounts received from the investment thereof and receipts from the assessments made against the property in the District.

3.8 Termination Date. Except as otherwise provided herein, this Agreement shall be in effect from the date and year first mentioned above until the later of: (i) the date all of the Bonds and all bonds issued to refund any of the Bonds (including through a series of refundings) have been retired; or (ii) the date on which all of the assessments against property described in Exhibit A have been paid in full.

3.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

3.10 Recordation. After this Agreement is executed in full, the City shall, within ten (10) working days, record this Agreement in the office of the County Recorder, after which this Agreement:

A. Is a binding obligation on all subsequent owners of the property described in Exhibit A pursuant to the terms hereof;

B. Is not extinguished by the sale of any property described in Exhibit A on account of nonpayment of general taxes or any other sale of the property; and

C. Is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessment and general taxes.

3.11 Conveyance Restriction. The Owner agrees not to convey any parcel, lot or real property interest in any land described in Exhibit A to any party until after this Agreement has been recorded in the office of the County Recorder.

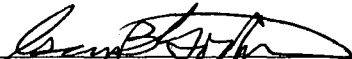
3.12 Disclosure to Transferee. The Owner agrees to inform any transferee of any of the property described in Exhibit A of the existence of this Agreement and the assessments and to obtain from any transferee who is known to the Owner to be acquiring a lot for development and resale a covenant to make a similar disclosure to any subsequent transferee. A form disclosure statement, which Owner agrees to use commercially reasonable efforts to have completed and signed by all purchasers of property described in Exhibit A is attached as Exhibit B.

////

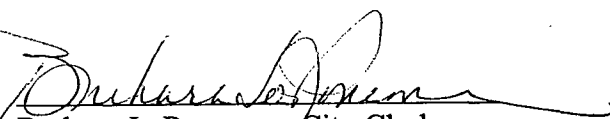
////

IN WITNESS WHEREOF the City and the Owner have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA


Oscar B. Goodman, Mayor
City of Las Vegas, Nevada

(SEAL)


Barbara Jo Ronemus, City Clerk
City of Las Vegas, Nevada

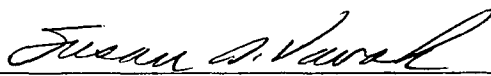
Approved as to Form:


Deputy City Attorney

LM CLIFF'S EDGE, LLC, a Delaware limited liability company

By: Lowe Enterprises Residential Investors, LLC,
a Delaware limited liability company, its
Member

By: Lowe Enterprises Residential Advisors, LLC,
a Delaware limited liability company, its
Managing Member

By: 
Susan D. Vavak
Vice President

Its: _____

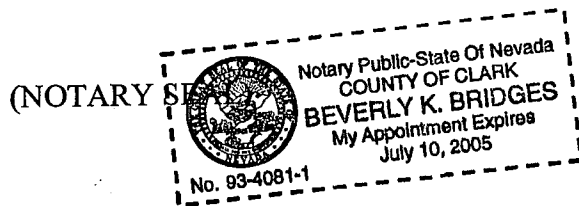
MTH-HOMES NEVADA, INC., an Arizona corporation

By: 
Its: Chief Operating Officer

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on April 9, 2004, by
Oscar B. Goodman, as Mayor of the City of Las Vegas, Nevada.

Witness my hand and official seal.

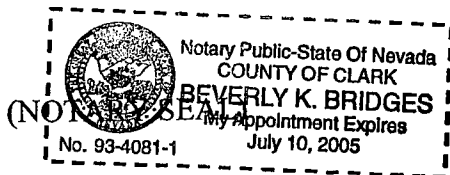


Beverly K. Bridges
Notary Public for the State of Nevada

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on April 9, 2004, by
Barbara Jo Ronemus, as City Clerk of the City of Las Vegas, Nevada.

Witness my hand and official seal.



Beverly K. Bridges
Notary Public for the State of Nevada

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by _____, as _____ of LM CLIFF'S EDGE, LLC, a Delaware limited liability company; a Member of Lowe Enterprises Investors, LLC, a Delaware limited liability company; the Managing Member of Lowe Enterprises Residential Advisors, LLC, a Delaware limited liability company.

Witness my hand and official seal.

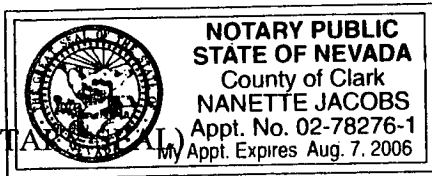
Notary Public for the State of Nevada

(NOTARY SEAL)

STATE OF Nevada)
) ss.
COUNTY OF Clark)

This instrument was acknowledged before me on February 28, 2024, by Robert M. Beville, as Chief Operating Officer of MTH-HOMES NEVADA, INC., an Arizona corporation.

Witness my hand and official seal.



Nanette Jacobs

Notary Public for the State of Nevada

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

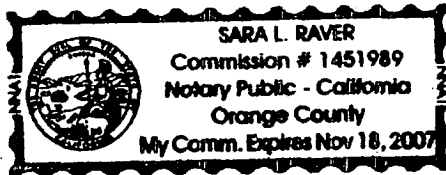
County of Orange } ss.

On February 26, 2004 before me, SARA L. RAVEN, Notary Public,
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared SUSAN D. VAVAK,
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sara L. Raven
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement Related to City of Las Vegas, Nevada

Document Date: 2/26/04 Number of Pages: Special Improvement District No. 6007

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: SUSAN D. VAVAK

- ☐ Individual
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Exhibit A

Property Description

Legal Description

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1: POD 102

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.B. & M.

PARCEL 2: POD 102

A portion of the West Half (W ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼); The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼); The East Half (E ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 107

The East Half (E ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.B. & M.

PARCEL 2: POD 107

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 107

The Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼); The East Half (E ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 4: POD 107

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 1: POD 108

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D. B. & M.

PARCEL 2: POD 108

A Portion of the East Half (E ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼); The Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 1: POD 202

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 2: POD 202

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 202

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 4: POD 202

The East Half (E ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 1: POD 204

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 204

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼); and

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., Clark County, Nevada.

PARCEL 3: POD 204

The East Half (E ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 1: POD 206

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 2: POD 206

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 3: POD 206

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 4: POD 206

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 5: POD 206

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PARCEL 6: POD 206

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 19 South, Range 59 East, M.D.M.

PROPOSED LEGAL FOR POD 102:

Being a portion of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Beginning at the Quarter Corner common to Section 12 And Section 13, said Township and Range; thence North 87°49'54" East, along the North line of said Section 13, a distance of 687.91 feet; thence South 00°31'29" East, departing said North line, 380.00 feet to the beginning of a curve concave Easterly having a radius of 1500.00 feet; thence Southerly, 1019.28 feet along said curve through a central angle of 38°56'01" to the South line of said Northwest Quarter (NW ¼); thence South 88°07'52" West, along said South line, 1019.23 feet to the West line of said Northwest Quarter (NW ¼); thence North 00°36'19" West, along said West line, 1326.81 feet to the point of beginning.

PROPOSED LEGAL FOR POD 108:

Being a portion of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 19 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Commencing at the Center Quarter corner of said Section 13; thence North 88°21'18" East, along the South line of the Northeast Quarter (NE ¼) of said Section 13, a distance of 683.45 feet to the point of beginning;

Thence North 00°32'59" West, 1332.79 feet; thence North 88°07'52" East, 333.28 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 1500.00 feet, a radial line to said beginning bears South 50°32'30" West; thence Southeasterly, 14.26 feet along said curve through a central angle of 00°32'40" to the beginning of a reverse curve concave Southwesterly having a radius of 1500.00 feet, a radial line to said beginning bears North 49°59'49" East; thence Southeasterly, 1035.63 feet along said curve through a central angle of 39°33'30"; thence South 00°26'41" East, 360.43 feet to the South line of the Northeast Quarter (NE ¼) of said Section 13; thence South 88°21'18" West, along said South line, 683.45 feet to the point of beginning.

Exhibit B

City of Las Vegas, Nevada
Special Improvement District No. 607 Information Form

APN # _____

Dear Property Owner,

You are about to purchase a property in Special Improvement District No. 607 of City of Las Vegas, Nevada. **THIS PROPERTY IS SUBJECT TO AN OUTSTANDING ASSESSMENT.** Below are some commonly asked questions regarding Special Assessment Districts. Please take the time to read through all of the information. After reading information, please sign, date, and mail the form to the address set forth below.

Why was the Assessment District created?

In _____ of 2004, City of Las Vegas issued \$ _____ of bonds to fund the acquisition and construction of certain street, water and sewer improvements specifically benefiting property located in the City's Special Improvement District No. 607.

What are my assessment installment payments used for?

To repay the principal and interest on the bonds issued to finance the street, park, water, and sewer improvements.

Who is responsible for payment?

Each assessment constitutes a lien on the property similar to a property tax lien and must be paid by the property owner.

How often are assessments installments billed?

Assessment installments are billed semi-annually. Assessment payments are due _____ 1 and _____ 1 of each year (each, a "Due Date") until _____ 1, 202_. Late penalties for delinquent installments can be substantial. To avoid late penalties and potential foreclosure proceedings, please pay the amount due prior to the Due Date. Late penalties accrue at the first of each month if payment is not received on or before the Due Date.

Can the assessment be paid in advance?

Yes. The assessment may be paid in full at any time, if interest is also paid to the next assessment installment payment date.

Is there a premium charged for prepaying my assessment?

Yes. The prepayment premium is _____ % of the outstanding principal balance.

What happens if I sell my home?

The remaining assessment may be transferred to the new owner at the time of sale or paid off in advance as described above.

Are there penalties for failure to pay/underpayment of assessment installments?

Yes, if an assessment payment is not received by the Due Date indicated on the payment coupon, a late penalty of 2% per month will be imposed. In addition, failure to pay an assessment installment when due may cause the whole amount of the outstanding assessment to become due and payable immediately as a result of the commencement of sale or foreclosure proceedings.

What about overpayments?

If an overpayment is received, the amount of the overpayment will be credited in the manner selected by the Owner on the payment coupon. If no selection is indicated, the overpayment will be applied in accordance with policy established by the City.

Is my assessment limited to the property I own?

Yes. The assessment levied on any property owner's parcel is limited to that individual piece of property. As a property owner, you will never be liable for any other owners' assessments.

Where can I get further information about the District or my bill?

Call (702)-796-0082.

Please Sign Below.

Address: _____

Buyer: _____ **Date:** _____

Buyer: _____ **Date:** _____

**Please mail original signed copy to: City of Las Vegas Treasurer's Office – Cliff's Edge, 400 Stewart Street,
City of Las Vegas, NV 89101**