

City of Las Vegas

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S CONFERENCE ROOM, EIGHTH FLOOR
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>
MONDAY, JULY 19, 2004
3:00 P.M.

REAL ESTATE COMMITTEE – COUNCILMAN WEEKLY AND COUNCILWOMAN MONCRIEF

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

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

NEW BUSINESS.

1. Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience (EVOLVE) Research and Referral Center at the Las Vegas Business Center (\$60,500.04 revenue/12 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)
2. Discussion and possible action for Angel Park Golf, LLC, to become the current holder and "Party" of the Management Agreement for the Angel Park Golf Course - Ward 2 (Wolfson)
3. Discussion and possible action to extend the temporary Operational and Services Provider Agreement to January 19, 2005, between O.B Sports Golf Management, LLC, and Las Vegas Golf I, LLC, at Angel Park Golf Course for management and oversight duties - Ward 2 (Wolfson)
4. Discussion and possible action regarding the occupancy of Las Vegas FACT (Fighting Aids in the Community Today) as a tenant within the Enterprise Health Care and Dental Center located at 1750 Wheeler Peak Drive in the Las Vegas Enterprise Business Park - Ward 5 (Weekly)
5. Discussion and possible action regarding a Grant of Easement between the City of Las Vegas and Nevada Power Company for a power transformer site located west of the Water Pollution Control Facility, APN 161-10-701-001 - County (near Ward 3 - Reese)
6. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and Clark County for a multi-purpose trail located near the Las Vegas Wash, APN 161-15-702-001 - County (near Ward 3 - Reese)
7. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances on APN 125-12-301-002 to service the Horse and Bradley Park Site - Ward 6 (Mack)
8. Discussion and possible action regarding a Grant, Bargain, Sale Deed from the City of Las Vegas to the County of Clark for approximately 32,033 square feet of land located in the vicinity of Desert Inn Road and Hollywood Boulevard, APN 161-15-702-001 - County (near Ward 3 - Reese)
9. Discussion and possible action regarding entering into negotiations with multiple cellular companies for Land Lease Agreements for cellular towers to be located at Pavilion Park and Mountain Ridge Park - Wards 2 and 6 (Wolfson and Mack)
10. Discussion and possible action regarding a Land Lease Agreement between the City of Las Vegas and Pacific Wireless, LLC, d/b/a Cingular Wireless for a wireless communications system located on approximately 300 square feet of property at 2801 West Oakey Boulevard commonly known as Bob Baskin Park (\$515, 784 revenue for duration of contract - Park Enterprise Fund) - Ward 1 (Moncrief)

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

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

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

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge, 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

1242

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **13th** day of **July, 2004**, a copy of a NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **Real Estate Committee Meeting** to be held on the **19th** day of **July, 2004**, was deposited in the United States Mail, Postage prepaid, First Class Certified Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Paula Clark

SIGNATURE

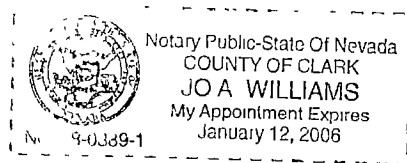
City Clerk

DEPARTMENT

Subscribed and sworn to before me this

14th day of JULY, 2004

[Signature]
NOTARY PUBLIC in and for said County and State





REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: JULY 19, 2004

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

MINUTES:

PRESENT: COUNCILMAN WEEKLY and COUNCILWOMAN MONCRIEF

Also Present: DEPUTY CITY MANAGER STEVE HOUCHENS, REAL ESTATE and ASSET MANAGEMENT DIVISION MANAGER DAVID ROARK, DEPUTY CITY ATTORNEY TERESITA PONTICELLO, SUE PRESCOTT NEIGHBORHOOD DEVELOPMENT SUPERVISORS, and DEPUTY CITY CLERK YDOLEENA YTURRALDE

NOTE: Due to tape malfunction first minute of the meeting was not recorded.

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

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge

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

(3:07)

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AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JULY 19, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience (EVOLVE) Research and Referral Center at the Las Vegas Business Center (\$60,500.04 revenue/12 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division: Neigh. Svcs./Neigh. Devel.

Funding Source: Las Vegas Business Center Operations Fund

PURPOSE/BACKGROUND:

The City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience Research and Referral Center provides resources and referral assistance to provide vocational education and employment for disadvantaged and dislocated workers. The City's Neighborhood Services Department's lease term is one year with a one-year option for renewal.

RECOMMENDATION:

Staff recommends approval of the Memorandum of Understanding between the City of Las Vegas and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience (EVOLVE) Research and Referral Center at the Las Vegas Business Center

BACKUP DOCUMENTATION:

Memorandum of Understanding

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF JULY 19, 2004

Neighborhood Services Department

Item 1 – Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience (EVOLVE) Research and Referral Center at the Las Vegas Business Center (\$60,500.04 revenue/12 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

MINUTES – Continued:

SUE PRESCOTT, Neighborhood Development Supervisor, acknowledged the City's Neighborhood Services Department as a good tenant and recommended approval.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:08-3:09)

MEMORANDUM OF UNDERSTANDING
LAS VEGAS BUSINESS CENTER

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") entered into this ____ day of July 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "City"), and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience Resource and Referral Center, (hereinafter "EVOLVE").

WITNESSETH:

WHEREAS, City is the owner of the Las Vegas Business Center ("Business Center"), located at 1951 Stella Lake Street in Las Vegas, Nevada; and

WHEREAS, City desires to make space available at the Business Center for commercial, industrial and office operations that will enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, City desires to make available to EVOLVE, by means of this MOU, certain space within the Business Center on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as "the purpose of the EDA grant") was to construct a light industrial/office building for multiple tenants in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project;

WHEREAS, this MOU is consistent with the purpose of both the EDA and CDBG grants;

WHEREAS, the City and EVOLVE desire to establish a Resource and Referral Center to provide resources and referral assistance to provide vocational education and employment for disadvantaged and dislocated workers;

WHEREAS, EVOLVE will be an important asset to improving the vocational rehabilitation and employment rate of disadvantaged and dislocated workers; and

WHEREAS, the purpose of EVOLVE is to provide training, counseling, and case management support to disadvantaged and dislocated workers.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set forth herein, the parties agree as follows:

1. PREMISES

Subject to the provisions of this MOU, City hereby provides to EVOLVE, and EVOLVE hereby accepts from City, certain space within the Business Center commonly known

as Suites 9A-C, 14-26, and 30, (hereinafter the "Premises"), consisting of approximately 6,100 square feet and its location and dimensions are shown more particularly on the copies of the Floor Plan of the Business Center which are attached hereto as Exhibits "A," "A1," and "A2" and incorporated herein by this reference.

2. TERM

Unless earlier terminated in accordance with the provisions of this MOU, the term of this MOU shall be twelve months. The term shall begin on July 1, 2004 (the "Commencement Date") and shall end on June 30, 2005.

3. OPTION TO RENEW

City agrees that EVOLVE may renew this MOU for an additional 1-year period in accordance with the terms and conditions contained in this MOU. The City shall be under no obligation to honor the option to renew if EVOLVE is in default of any covenant, obligation or condition of this MOU.

4. MINIMUM RENT, UTILITIES, AND EQUIPMENT RENTAL

It is understood and agreed that the City shall receive as minimum monthly rent, the sum of Four Thousand and No/Hundredths (\$4,000.00) in advance, calculated at Sixty-six Cents (\$.66) per square foot, on the first day of each calendar month during the Term of this MOU. It is also understood that the monthly minimum rent does include all utilities; to include electricity, gas, water, sewer, telephone, and janitorial services. This minimum monthly rent also include Common Area Maintenance ("CAM") costs which include, but are not limited to, landscaping, parking lot sweep, building maintenance, common area lighting and water, refuse pick up, and other common area expenditures.

It is also understood and agreed that the City shall receive as minimum monthly equipment rent, the sum of One Thousand Forty One and Sixty-seven/Hundredths (\$1,041.67) in advance, on the first day of each calendar month during the Term of this MOU. It is also understood and agreed that the monthly minimum equipment rent includes computers, printers, fax machine, telephones, modems, shredder, and copy machine.

Rental payments may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, EVOLVE shall pay a Twenty-five and No/hundredths (\$25.00) return check charge, which shall be payable to the City, as additional rent, together with next monthly rental payment. If the area contained within the Premises is increased or decreased by agreement during the term of this MOU, the minimum rent shall be adjusted based upon the current rate in the option period that is in effect at the time. Such adjustment shall not be effective until the City has provided EVOLVE at least thirty (30) days' written notice thereof.

City shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Business Center except and unless said interruption is due to the City's negligence. EVOLVE agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities. If any such equipment is installed by EVOLVE, the same shall be installed at EVOLVE's expense in accordance with plans and specifications previously approved in writing by City.

5. RENT DEFINED

The terms "rent" and "rental" as used in this MOU means the minimum rent as described in Section 4, any rental adjustment to reflect increases or decreases in the area of the

Premises, any additional rents, and any and all other sums, no matter how designated, that are required to be paid by EVOLVE under this MOU.

6. LATE CHARGES

In the event EVOLVE is delinquent in the payment of rent for a period in excess of ten (10) days, after the tenth day, there shall be added to the rent a late charge of Twenty-five Dollars and No/hundredths (\$25.00) for the ten days, plus Five Dollars and No/hundredths (\$5.00) for each additional day.

7. SECURITY DEPOSIT

City agrees to waive the security deposit by EVOLVE that is normally required.

8. USE OF PREMISES

EVOLVE agrees to use the Premises solely for the purpose of providing the Resource and Referral Center as described in the foregoing recitals of this MOU. Except as expressly consented to in writing by City, EVOLVE shall not use or permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 8. In addition, EVOLVE agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants.

9. NON-RELOCATION

It is understood and agreed that 34% of the funds to reconstruct the Business Center were received by means of a grant from EDA. Sixty-six (66%) of the funds were received from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. It is a condition of the EDA grant that the building not be provided to a company which has relocated its facility from one commuting area to another.

10. NATIONAL OBJECTIVE

It is specifically understood and agreed by EVOLVE and the City that the activities to be performed under the Scope of this MOU shall achieve one or more of the following national objectives of the CDBG Programs:

- a) To benefit persons from low- and moderate-income households,
- b) To aid in the prevention or elimination of slum or blight,
- c) To meet Community Development needs having a particular urgency;

EVOLVE may demonstrate that it is meeting these national objectives by following the Direct Service Program Income Eligibility Criteria, as set forth in Exhibit "D" attached hereto and by reference is made a part hereof, and by providing the City's Neighborhood Services Department with a Program Status/Client Statistics Report, the form for which is attached as Exhibit "E" and by reference is made a part hereof, on a quarterly basis or at a higher frequency to be determined by the City's Neighborhood Services Department.

11. CONDITION OF PREMISES

The Premises are provided to EVOLVE on an "as-is" basis, except that the City warrants that the Premises comply with applicable building-related codes. City makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those as described in this Section. However, EVOLVE shall be entitled any

warranties from third-party suppliers, manufacturers or contractors that may be in force and that run in favor of the City or the Business Center.

12. OBLIGATIONS OF EVOLVE

EVOLVE will provide staff, to manage the EVOLVE Resource and Referral Center on a daily basis. Staff will be available on a scheduled basis to provide information to the public about resources and referral services.

13. LAWS, WASTE, NUISANCE

EVOLVE covenants that it:

- A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this MOU;
- B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;
- C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and
- D. Will not suffer, permit or commit any nuisance or waste.

14. CHANGES TO AND OPERATION OF BUSINESS CENTER

City reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to the Business Center. City shall endeavor to do so with a minimum of disruption to EVOLVE's rights under this MOU. This Section does not diminish EVOLVE's right to seek any remedy available at law or in equity for injury or damage that EVOLVE may suffer because of City's alteration of the interior of the Premises.

15. MAINTENANCE

City agrees to keep the Premises, including exterior entrances, all glass and window moldings, sidewalks (whether included in the description of the Premises or adjoining the same), partitions, doors, fixtures, equipment and appurtenances thereof, including lighting, heating, plumbing pipes and fixtures, sewage facilities, electrical wiring, conduits and motors and any air conditioning (HVAC) system, all in good working order, and shall perform periodic interior painting. Maintenance will be conducted on an as required basis and such cost of maintenance will be absorbed by City.

City shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by City to the building in which the Premises are located. If City is required to make structural repairs by reason of EVOLVE's negligent act or omission, EVOLVE shall pay City's cost for making such repairs within fifteen (15) days after presentation of invoice. Failure of EVOLVE to do so may constitute a default hereunder. City's obligation of repair as provided for herein is expressly conditioned upon City's receipt of written notice, given in the manner set forth in Section 39, of the need for such repair. City shall have no liability to EVOLVE based upon City's failure to repair in the absence of the notice hereby required to be given.

16. ALTERATIONS

EVOLVE shall not make or cause to be made to the Premises any alterations, additions or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any other changes, without first obtaining City's written approval. EVOLVE shall present to the City plans and specifications for such work at the time approval is sought. In the event City consents to the making of any alterations, additions or improvements to the Premises by EVOLVE, the same shall be made at EVOLVE's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions or changes shall be performed and done strictly in accordance with all laws, regulations and ordinances relating thereto. In performing the work of any such alterations, additions or changes, EVOLVE shall have the same performed in such a manner as not to obstruct access to any portion of the Premises or the Business Center. Any alterations, additions or improvements to the Premises including wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises and to become the property of City unless City otherwise elects at the end of the term hereof.

17. USE OF PARKING AND OTHER AREAS

In connection with its use of the Premises pursuant to this MOU, EVOLVE is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of City. City shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by EVOLVE, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. City shall operate and maintain the parking area in such manner as City in its discretion shall determine. City shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and /or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against EVOLVE unless notice thereof is first provided to EVOLVE.

EVOLVE shall have the right to reasonable use of the promenade area adjacent to the Premises (to the east) for access purposes.

18. INSURANCE

The city of Las Vegas' Risk Management will be responsible for all City employee insurance requirements concerning the EVOLVE program.

Supporting agencies, involved with the EVOLVE program, agree to procure and maintain, at their sole cost and expense and during the term of this MOU and any renewal period thereof, the following:

- A. Fire insurance and extended coverage insurance to cover the replacement cost of their improvements, trade fixtures, furnishings, equipment and all other personal property;
- B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.
- C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than \$1,000,000 per person and per occurrence for bodily injury and a limit of not less than \$1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

Supporting agencies agree that the City shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 18. Supporting agencies further agree to deliver to the City evidence of the coverages required herein no later than 30 days after the Commencement Date. The policy or policies that provide property damage coverage shall contain a provision that the insurer will not cancel or reduce the required coverage without first providing the City at least 30 days' written notice.

19. ACCESS TO PREMISES

City shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Business Center. City shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and EVOLVE, and to make such repairs, additions, alterations or improvements, as City may deem desirable. During the four (4) months prior to the expiration of this MOU or of any renewal term, City may place upon the Premises signs indicating the availability of the Premises for lease or sale, which EVOLVE shall permit to remain thereon.

City may enter the Premises at any time, without notice, in the event of an actual or believed emergency. City shall at all times have and retain a key with which to unlock all of the doors of the Premises, and City shall have the right to use any and all means which City may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of EVOLVE from the Premises or any portion thereof.

20. SURRENDER OF PREMISES

Upon expiration or other authorized termination of this MOU, EVOLVE shall surrender the Premises in the same condition as they were in at the commencement of this MOU, except for additions, alterations or changes specifically authorized by City and reasonable wear and tear, and shall deliver all keys to City. Before surrendering the Premises, EVOLVE shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by EVOLVE as may be specified for removal by City, and shall repair any damage caused by such property or the removal thereof.

21. HOLDING OVER

Any holding over after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month at a negotiated rate and shall otherwise be on terms herein specified so far as possible.

22. SALE OF BUSINESS CENTER

City reserves the right at any time to sell, convey or otherwise transfer its interest in the Business Center or any portion thereof. In the event of a sale, conveyance or transfer of its interest (other than a transfer for purposes of creating a security interest), City must include, as part of the documents transferring its interest, a provision obligating its successor to honor City's obligations under this MOU.

23. EMINENT DOMAIN

In case the whole of the Premises, or such part thereof as shall substantially interfere with EVOLVE's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this MOU effective as of the date possession is required to be surrendered to said authority. EVOLVE shall not because of such taking assert any claim against City or the taking authority for any compensation because of such taking, and City shall be entitled to receive the entire amount of any award without deduction for any estate or interest of EVOLVE. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of EVOLVE's business, City shall be entitled to the entire amount of the award without deduction for any estate or interest of EVOLVE. In such event, City shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to EVOLVE for the rent corresponding to the time during which, and to the part of the Premises of which, EVOLVE is so deprived on account of such taking and restoration. Nothing contained in this Section 23 shall be deemed to give City any interest in, or prevent EVOLVE from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to EVOLVE or for relocation expenses recoverable against the taking authority.

24. DAMAGE OR DESTRUCTION

- A. EVOLVE shall give prompt notice to City in case of fire or accidents in or near the Premises or in the common areas.
- B. If the Premises are partially damaged by fire or other casualty, City shall repair such damage at its cost, subject to City's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by EVOLVE until such repairs are completed.
- C. If the Business Center or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in City's opinion, be repaired within sixty (60) days after commencement of such repairs, or if City shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this MOU shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the MOU is not canceled and City elects to repair and rebuild, this MOU shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by EVOLVE.

- D. If any damage referred to in this Section 24 is due in whole or in part to the act, neglect, fault or omission of EVOLVE, there shall be no abatement of rent.

25. LIENS AND ENCUMBRANCES

EVOLVE agrees to keep the Premises and its interest therein free from liens and encumbrances. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of EVOLVE's acts or omissions or because of a claim against EVOLVE, EVOLVE shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by City. The failure of EVOLVE to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this MOU.

26. ASSIGNMENT AND SUBLETTING

EVOLVE shall not transfer, assign, delegate, mortgage or hypothecate this MOU, in whole or in part, or permit the use of the Premises by any person or persons other than EVOLVE, or sublet the Premises, or any part thereof, without the prior written consent of City in each instance. In accordance with 13 C.F.R. Part 314, EVOLVE also agrees not to transfer, assign, delegate, mortgage or hypothecate this MOU, in whole or in part, or sublet the Premises, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or subletting without City's consent shall be voidable by City and shall constitute a default hereunder which, at the option of City, shall result in the termination of this MOU or the exercise of City's other remedies hereunder, or both. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting. The terms of any such consent shall be binding upon any persons holding by, under or through EVOLVE.

27. DEFAULT BY CITY

In the event City fails to fulfill any obligation under this MOU, EVOLVE may exercise any right or remedy available to it. Subject to the provisions of Section 31, if City fails or refuses to make repairs or provide services which are required hereunder within thirty (30) days after receiving written notice from EVOLVE of the need thereof, EVOLVE may exercise any right or remedy available to it under applicable law.

28. DEFAULT BY EVOLVE

A. Upon the occurrence of any of the following events, City shall have the remedies set forth in subsection B.

- 1) EVOLVE's failure to pay any rental or any other sum due hereunder within thirty (30) days after the same shall be due.
- 2) EVOLVE's failure to perform any other term, condition, or covenant to be performed by it pursuant to this MOU within thirty (30) days after written notice of such default shall have been given to EVOLVE by City.
- 3) The falsification by EVOLVE of any document required to be furnished to City hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, City shall have the option to take any or all of the following actions, without further notice or demand of any kind to EVOLVE or any other person:

1) Terminate this MOU by written notice to EVOLVE. In the event of such termination, EVOLVE agrees to immediately surrender possession of the Premises.

2) Seek damages and any other remedy available.

29. GOVERNING LAW

This MOU shall be governed by and interpreted according to applicable law.

30. FORCE MAJEURE

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

31. NO WAIVER

Failure of City to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of its right to do so in the future. No provision of this MOU shall be deemed to have been waived by City unless such waiver is in writing.

32. PARTIAL INVALIDITY

If any provision of this MOU or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this MOU or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by Law.

33. BROKER'S COMMISSIONS

EVOLVE represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this MOU.

34. PROVISIONS BINDING

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by City of the Business Center, the Premises or this MOU, City shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to City's successor in interest. The preceding sentence applies only if City's successor-in-interest is required by the transfer documents to honor City's obligations under this MOU.

35. DRUG-FREE WORKPLACE

As a Lessee of a HOME-funded facility, and in connection with public services offered, EVOLVE agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that EVOLVE shall maintain a facility

free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries (Exhibit B).

36. NON-DISCRIMINATION

City and EVOLVE each assures that the Premises are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. EVOLVE agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to City, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form, Exhibit C, and such other civil rights materials as EDA may require in order to analyze EVOLVE's civil rights posture and practices. City agrees to provide EVOLVE with any forms that EVOLVE may be required to furnish hereunder.

37. ENTIRE AGREEMENT

This MOU, including any exhibits and addenda attached hereto, save and except for future agreements between EVOLVE and its Sponsors, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this MOU are incorporated herein by reference. Any prior conversations or writings concerning the MOU of the Premises are merged herein and extinguished. This MOU supersedes prior conversations and understandings between the City and EVOLVE. No amendment to this MOU shall be binding upon City or EVOLVE unless reduced to writing and executed by the Parties and, in the case of the EVOLVE, executed with the same formality as attended EVOLVE's execution of this MOU.

38. AUTHORITY OF SIGNATORIES

Each signatory to this MOU represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this MOU is binding upon said entity in accordance with its terms.

39. NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this MOU shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the City: City of Las Vegas
Attn: Orlando Sanchez, Director,
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, Nevada 89101

If to EVOLVE: Attn: Lisa Morris, Manager
EVOLVE Resource and Referral Center
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, Nevada 89101

Either party may designate a different address by giving written notice to the other Party.

40. APPROVAL OR CONSENT BY CITY

Whenever the approval or consent of City is required by this MOU, such approval or consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date first set forth above.

CITY OF LAS VEGAS

By _____

OSCAR GOODMAN, Mayor

"CITY"

ATTEST:

BARBARA JO RONEMUS, City Clerk

Approved by City Council on _____

APPROVED AS TO FORM *[Signature]*
6/17/04 Date

EVOLVE RESOURCE AND REFERRAL
CENTER, CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT

By *[Signature]*
ORLANDO SANCHEZ, Director

"EVOLVE"

...

...

...

...

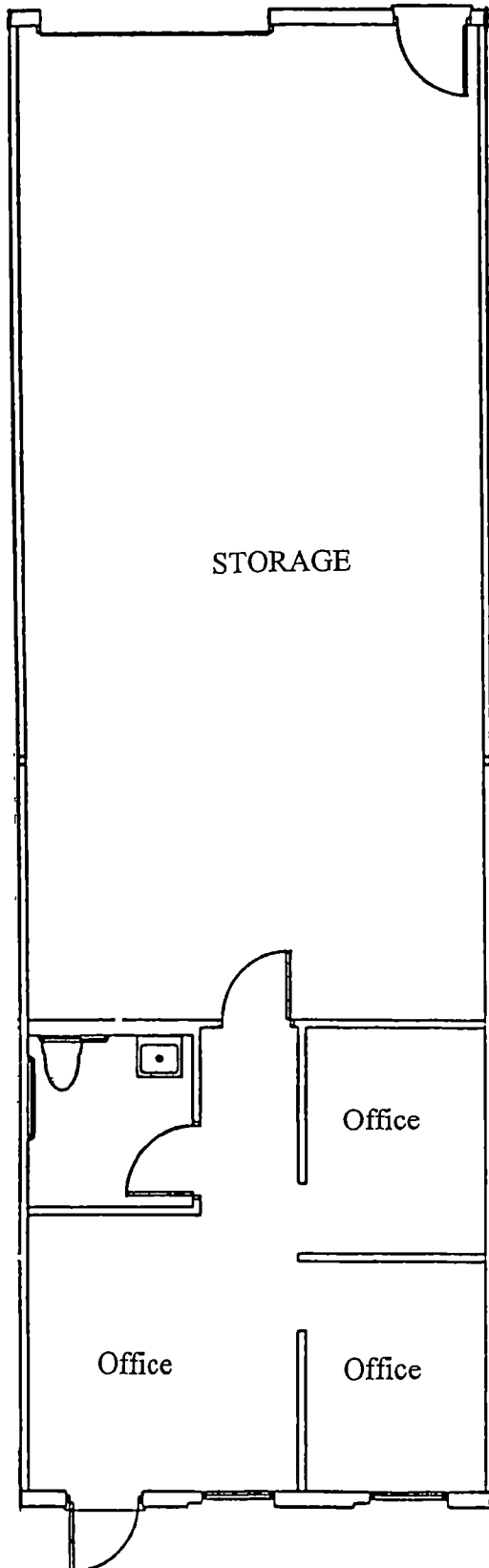
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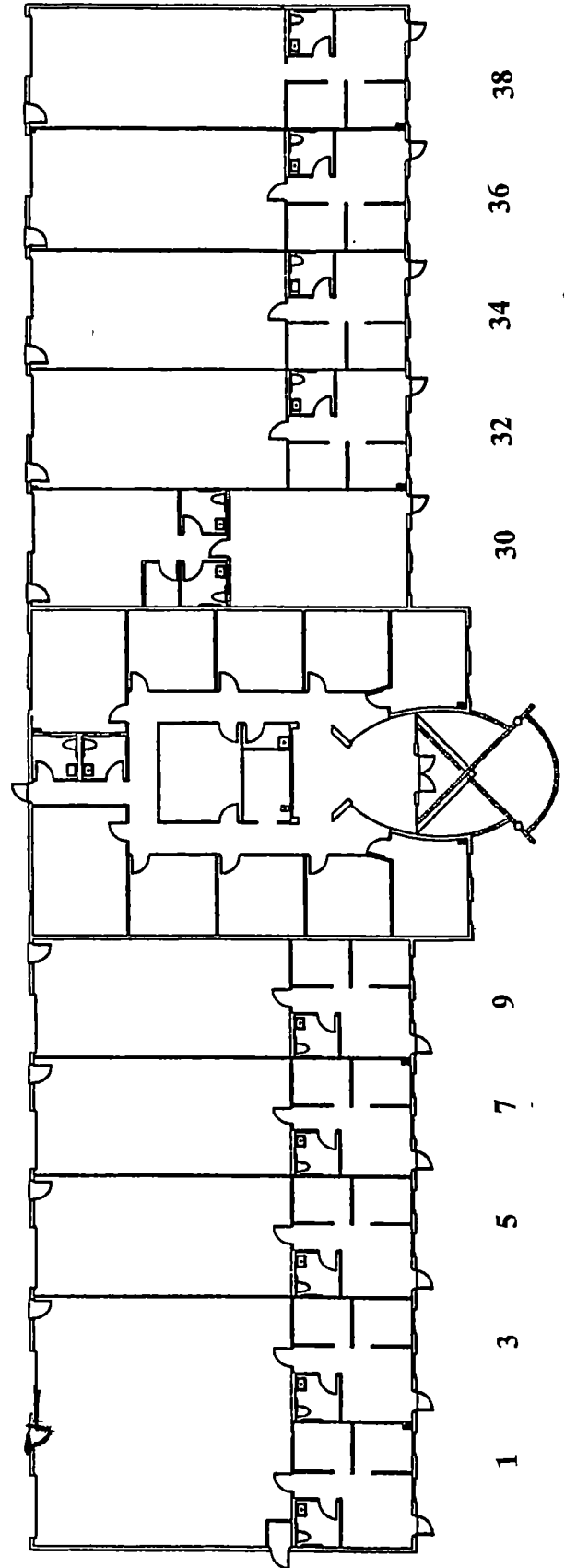
...

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Exhibit "A"
Las Vegas Business Center, Floor Plan



Suite 9
Las Vegas Business Center



14-26

Suites 14 - 25
Las Vegas Business Center

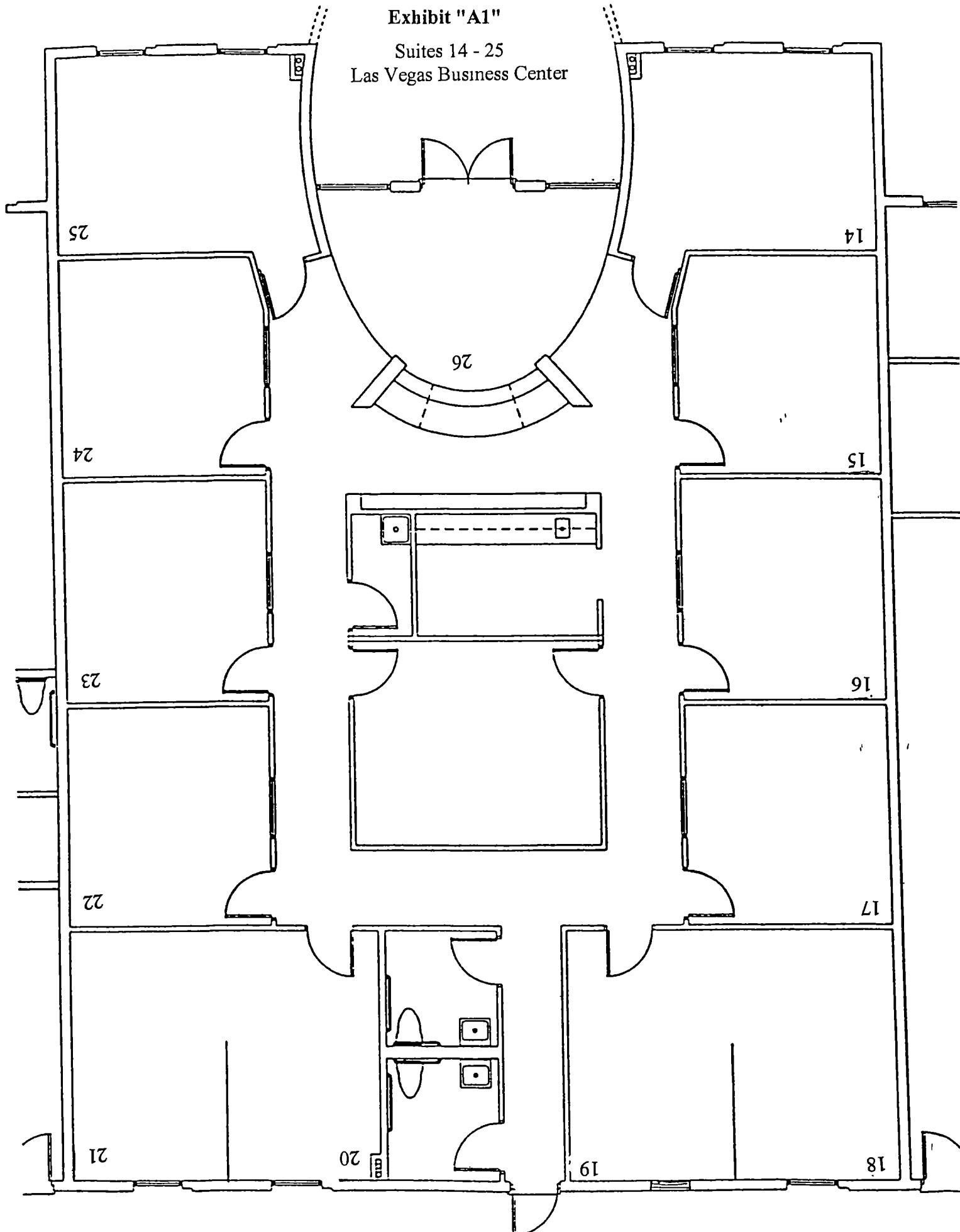


Exhibit "A2"
Suite 30
Las Vegas Business Center

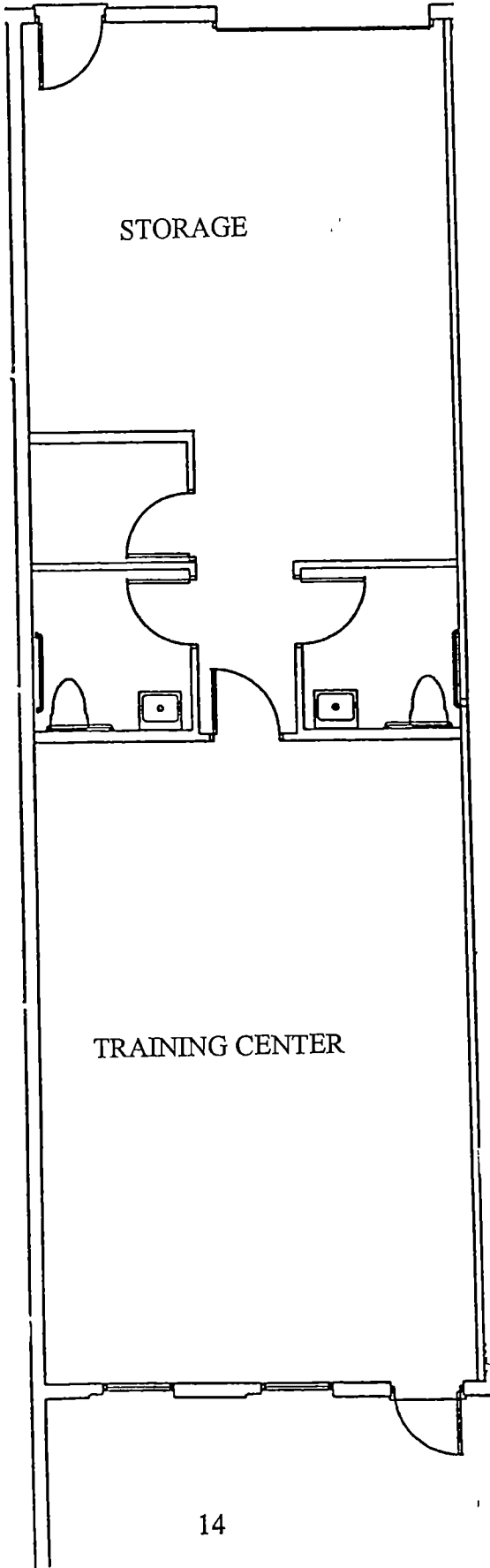
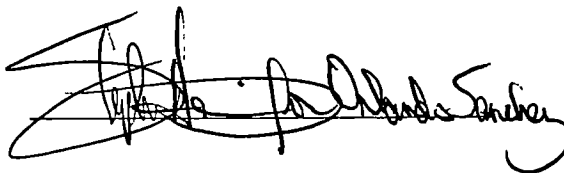


Exhibit B
Certification Regarding Drug-Free Requirements
City of Las Vegas
Certification

Lessee certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Lessee's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.
3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the City within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;
5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:
 - a. taking appropriate personnel action against such an employee, up to and including termination; or
 - b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

EVOLVE

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

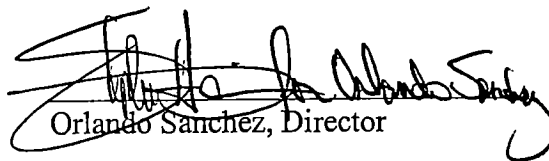
Orlando Sanchez, Director

Exhibit C
Certificate of Non-Discrimination

EVOLVE assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that the EVOLVE will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. EVOLVE further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the City, for transmittal to the EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze the EVOLVE's civil rights posture and practices.

I certify that the information set forth above is true and correct.

EVOLVE


Orlando Sanchez, Director

6-22-04

Date

ATTEST:



Neighborhood Services Department

EXHIBIT "D"

HOME/LIHTF PROGRAM INCOME GUIDELINES:
U.S. Department of Housing and Urban Development (HUD) HOME/LIHTF
Program Limits (Effective February, 2004)
Median Family Income \$54,700

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>	
1	30%	11,850
	50%	19,800 (Very Low-Income)
	80%	31,650 (Low-Income)
2	30%	13,550
	50%	22,600 (Very Low-Income)
	80%	36,150 (Low-Income)
3	30%	15,250
	50%	25,450 (Very Low-Income)
	80%	40,700 (Low-Income)
4	30%	16,950
	50%	28,250 (Very Low-Income)
	80%	45,200 (Low-Income)
5	30%	18,300
	50%	30,500 (Very Low-Income)
	80%	48,800 (Low-Income)
6	30%	19,650
	50%	32,750 (Very Low-Income)
	80%	52,450 (Low-Income)
7	30%	21,000
	50%	35,050 (Very Low-Income)
	80%	56,050 (Low-Income)
8	30%	22,350
	50%	37,300 (Very Low-Income)
	80%	59,650 (Low-Income)

DIRECT BENEFIT ACTIVITIES - MONTHLY/YEAR END FORM

For Fiscal Year 2004-2005

U.S. Department of Housing and Urban Development

Community Development Block Grant Program

Please FAX to 382-3045 by the 10th of the month

Name of Grantee: _____

Contact Person/Phone Number: _____

Month: _____

Activity Name: _____

Activity Description and Location: _____

Client Statistics:

Total Number of Persons Assisted

Total Number of Households Assisted

Total Number of Low and Moderate Income (80% of median income)

Total Number of Very Low Income (50% of median income)

Total Number of Extremely Low Income (30% of median income)

Total Number of Senior Citizens Served

Total Number of Female-Headed Households

Month

Year To Date

Total Number of Households or Persons

Assisted who are: *Select either households or persons*

White, Non-Hispanic

Black, Non-Hispanic

Hispanic

Asian/Pacific Islander

American Indian Alaskan

Month

of Households

Month

of Persons

Year To Date

of Households

Year To Date

of Persons

Check applicable month(s) for which you are reporting: July ___ Aug ___ Sept ___ Oct ___ Nov ___ Dec ___

Jan ___ Feb ___ Mar ___ Apr ___ May ___ Jun ___ Year End Totals ___

Monthly or Year End Accomplishments:

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JULY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action for Angel Park Golf, LLC, to become the current holder and "Party" of the Management Agreement for the Angel Park Golf Course - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On 5/28/04 Public Works/Real Estate received a letter from the law offices of John R. Bailey representing Las Vegas Golf I, LLC, informing us they are reorganizing and wish to make Angel Park Golf, LLC, the "Party" to the Restated Management Agreement and all related Amendments. Angel Park Golf, LLC, is a wholly owned subsidiary of Las Vegas Golf I, LLC.

RECOMMENDATION:

Staff recommends approval subject to approval of the liquor licenses, at which time the temporary approval would become permanent

BACKUP DOCUMENTATION:

1. 5/28/04 letter from John R. Bailey
2. Disclosure of Principals
3. Organizational Chart

COMMITTEE RECOMMENDATION:

**COUNCILWOMAN MONCRIEF recommended Items 2 and 3 be STRICKEN.
COUNCILMAN WEEKLY concurred**

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open for Items 2 and 3.

DAVID ROARK, Real Estate and Asset Manager, requested Items 2 and 3 be stricken due to incorrect wording. MR. ROARK noted both items would be brought back to Council in the first agenda of August along with an already existing liquor license item. He also said there would be an extension of the temporary and management agreement to August 4th.

REAL ESTATE COMMITTEE MEETING OF JULY 19, 2004

Public Works Department

Item - 2 Discussion and possible action for Angel Park Golf, LLC, to become the current holder and "Party" of the Management Agreement for the Angel Park Golf Course - Ward 2 (Wolfson)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed for Items 2 and 3.

(3:09-3:10)

1-15

LAW OFFICES OF
JOHN R. BAILEY

A PROFESSIONAL CORPORATION

CITY CENTER WEST, SUITE 108
7201 WEST LAKE MEAD BOULEVARD
LAS VEGAS, NEVADA 89128-8354

SCOTT A. EATON

TELEPHONE (702) 562-8820
FACSIMILE (702) 562-8821
Scott@JohnBaileyLaw.com

May 28, 2004

Via Facsimile 384-0527 and U.S. Mail

David Roark
Manager, Real Estate & Assets
City of Las Vegas
400 Stewart Avenue, Fourth Floor
Las Vegas, Nevada 89101

Re: Angel Park Golf Club

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE
Hand delivered
2004 MAY 28 P 2:09

Dear Mr. Roark:

Consistent with our recent exchanges on the subject, the current holder of the Management Agreement for the Angel Park Golf Club, Las Vegas Golf I, LLC, is in the process of reorganizing the parties and arrangements for the day-to-day operation of that facility. The proposed reorganization and rearrangement is being done primarily to address concerns raised by the City of Las Vegas last year when Las Vegas Golf I, LLC was first approved for this location. Therefore, this letter shall constitute the application of Las Vegas Golf I, LLC for approval to make those changes. The proposed new arrangement is outlined on the enclosed chart. Specifically, Las Vegas Golf I, LLC, wishes to insert its wholly-owned subsidiary, Angel Park Golf, LLC, as the new party to the Management Agreement, LLC. Subject to approval from the City (application being submitted under separate cover), Angel Park Golf, LLC, would become the new holder of the liquor and business licenses at the Angel Park Golf Club. In addition, Angel Park Golf, LLC, would enter into an Operational Services Provider Agreement with OB Sports Golf Management (AP), LLC, to handle the day-to-day operations at Angel Park Golf Club, subject to approval from the City of Las Vegas of that designation as Manager. OB Sports Golf Management (AP), LLC, currently holds a provisional approval from the City of Las Vegas as the designated day-to-day manager of Angel Park Golf Club.

To support these applications to your office, we have enclosed the following documentation:

1. Operational Services Provider Agreement
2. Certificate – Disclosure of Ownership/Principals for OB Sports Golf Management
3. Certificate – Disclosure of Ownership/Principals for Angel Park Golf, LLC

The contact person out at Angel Park Golf Club is as follows:

David Bogue, Manager
Angel Park Golf Club
100 S. Rampart Blvd.
Las Vegas, Nevada 89145
(702) 254-0564

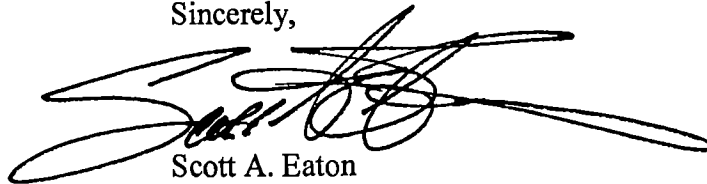
David Roark
May 28, 2004
Page 2

To the extent the City should ever find it necessary or desirable to contact the parent company of Angel Park Golf, LLC, the contact person shall be:

Dale E. Hawley, Esq.
Legal Department
Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660-6397
(949) 219-3225

We trust this is satisfactory for your purposes at this time. Please advise should there be any questions or a need for anything additional. Thank you for your cooperation and assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott A. Eaton", is written over a horizontal line. The signature is stylized with loops and a long horizontal stroke extending to the right.

Scott A. Eaton

SAE/rck

Enclosures

cc: Las Vegas Business Services (w/ liquor and business license application)
Dale Hawley, Esq. (w/o enclosures)

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1 Contracting Entity (Name) Name Angel Park Golf, LLC Address 100 S. Rampart Blvd. Las Vegas, NV 89145 EIN or Social Security # - - - - - 33-0738940	Block 2 Description Subject Matter of Contract/Agreement: Management Agreement -Angel Park Golf Course
---	---

Block 3 Type of Business	
☒ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation	

Block 4 Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
#	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	David Bogue, Manager	100 S. Rampart Blvd. Las Vegas, NV 89145	(702) 254-0564
2.	Las Vegas Golf I, LLC, Sole Member	100 S. Rampart Blvd. Las Vegas, NV 89145	(702) 254-0564
3.	David Bogue, Manager	100 S. Rampart Blvd. Las Vegas, NV 89145	(702) 254-0564
4.	Pacific Life Insurance Co, Sole Member of Sole Member	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
5.	Thomas C Sutton, FSA, Chairman and CEO	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
6.	Glenn S. Schafer, CPA, President	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
7.	Khanh T Tran, CFO	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

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

R. Ryan
Name

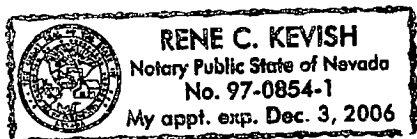
_____, 2004

Date

Subscribed and sworn to before me this 8th
day of

March, 2004.

Rene C. Keivish
Notary Public



CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

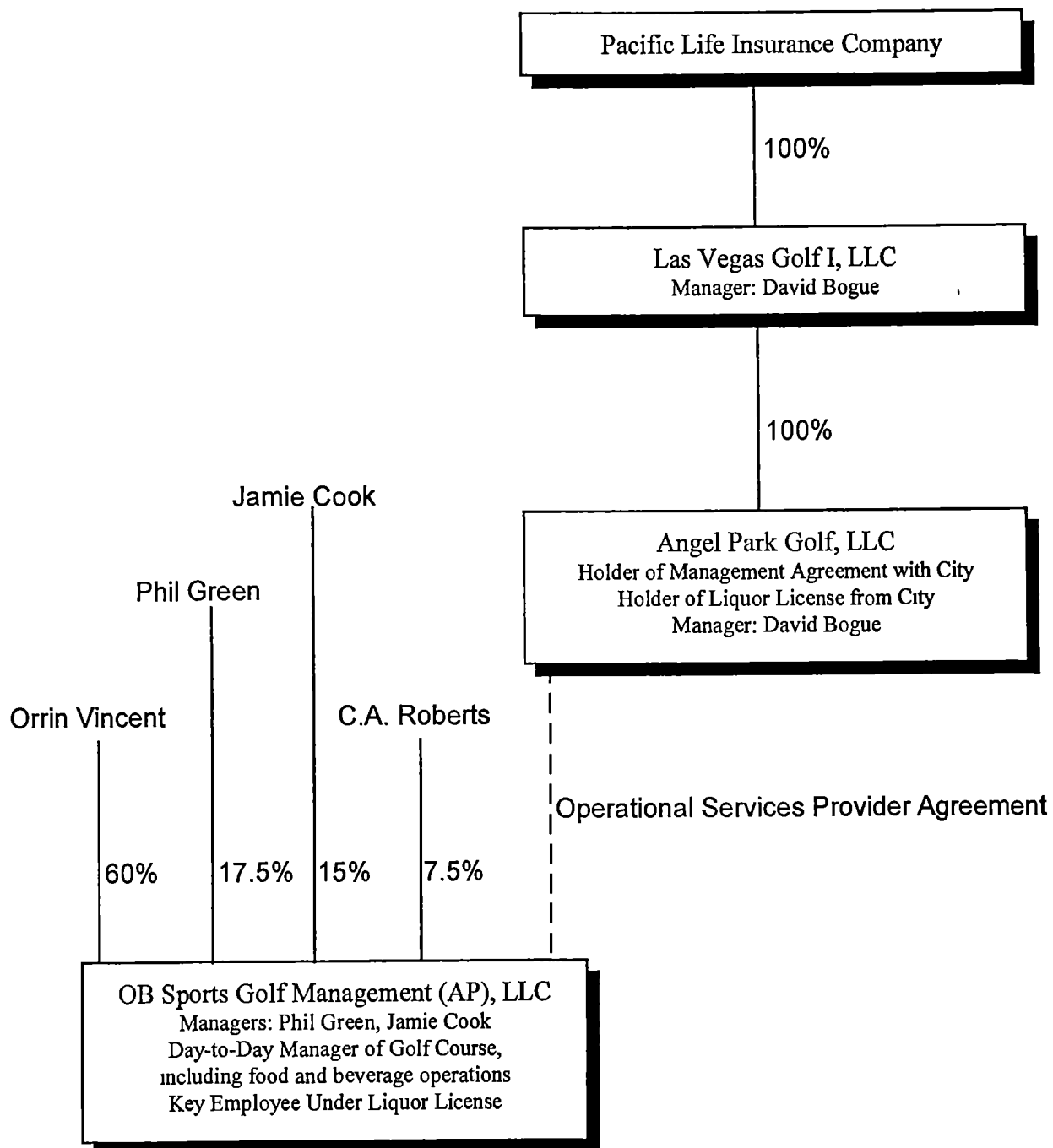
The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Angel Park Golf Club

Proposed New Arrangement



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JULY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action to extend the temporary Operational and Services Provider Agreement to January 19, 2005, between O.B. Sports Golf Management, LLC, and Las Vegas Golf I, LLC, at Angel Park Golf Course for management and oversight duties - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On December 17, 2003, City Council approved extension of a temporary operational agreement between Las Vegas Golf I and O.B. Sports Management, subject to reconsideration at the time the liquor license comes forward to Council, and a six month temporary liquor license. The temporary liquor license was extended for six months, which will expire on 7/19/04. We now wish to extend the temporary approval another six (6) months to coincide with the Business License approval process.

RECOMMENDATION:

Staff recommends approval to extend the temporary operational agreement to 1/19/05 and allow it to be permanent upon final approval of the liquor license if that occurs prior to 1/19/05

BACKUP DOCUMENTATION:

Disclosure of Principals

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Items 2 and 3 be STRICKEN, COUCILMAN WEEKLY concurred.

MINUTES:

See Item 2 for related discussion.

(3:09-3:10)

1-15

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity (Name)	Block 2	Description
		Subject Matter of Contract/Agreement:	
Name	OB Sports Golf Management		Operational and Services Provider
Address	7025 Greenway Parkway, Suite 550 Scottsdale, AZ 85254		Agreement with Party to Management Agreement - Angel Park Golf Course
EIN or Social Security # - - - - -		93-1191096	

Block 3	Type of Business
☐	Individual
☐	Partnership
☒	Limited Liability Company
☐	Corporation

Block 4			
Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Orrin D. Vincent, Jr., Member	7025 Greenway Parkway, Suite 550 Scottsdale, AZ 85254	(480) 948-1300
2.	Philip J. Green, Member/Manager	7025 Greenway Parkway, Suite 550 Scottsdale, AZ 85254	(480) 948-1300
3.	Jamie K. Cook, Member/Manager	7025 Greenway Parkway, Suite 550 Scottsdale, AZ 85254	(480) 948-1300
4.	C. A. Roberts, Member	7025 Greenway Parkway, Suite 550 Scottsdale, AZ 85254	(480) 948-1300
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals - Alternate

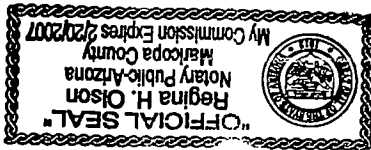
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

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



X Phil J -
Name

3 - 3

, 2004

Date

Subscribed and sworn to before me this _____
day of

March 3rd, 2004.

Regina H. Olson
Notary Public

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JULY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding the occupancy of Las Vegas FACT (Fighting Aids in the Community Today) as a tenant within the Enterprise Health Care and Dental Center located at 1750 Wheeler Peak Drive in the Las Vegas Enterprise Business Park - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On 4/7/04 City Council approved the 3,400 square foot expansion to the existing Health Care and Dental Facility. The additional square footage will be subleased to FACT for an HIV/AIDS Clinic to further service people who have been affected with HIV and AIDS. Per Section 8.1 of the 12/7/98 Interlocal Agreement with Clark County, the City (Lessor) must approve the sublease for FACT to occupy the facility.

RECOMMENDATION:

Staff recommends approval of FACT subleasing the office from Clark County to occupy the above referenced space.

BACKUP DOCUMENTATION:

6/16/04 Clark County Letter of Request

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 4 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, advised there is an inter-local agreement between the City and the County for the leased property, and since they are in compliance he recommended approval.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:10-3:11)



Department of Finance

Community Resources Management

500 S Grand Central Pky 5th Fl • PO Box 551212 • Las Vegas NV 89155-1212
(702) 455-5025 • Fax (702) 455-5038

George W Stevens, Chief Financial Officer • Douglas R. Bell, Manager

June 16, 2004

David Roark
Manager, Real Estate and Assets
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Mr. Roark:

RE: LAS VEGAS FACT FACILITY-OCCUPANCY

2004 JUN 22 A 11:06
CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE

I am writing this letter in reference to the Enterprise Health Care and Dental Center. In January 2003, Clark County received state monies in the amount of \$500,000 to be used to construct or expand a medical facility to service HIV and AIDS patients. Clark County is currently in the process of expanding the health center by an additional 3,400 square foot facility, which the County will then lease, to the Las Vegas FACT (Fighting Aids in the Community Today) for an HIV/AIDS Clinic. We anticipate that this expansion work will be completed by late June or early July 2004. This is a much-needed service in the West Las Vegas Community and it is important to have this facility available for the residents that may be infected with HIV and AIDS and to work to reduce its potential transmission to others.

On December 15, 1998, Clark County Board of County Commissioners and the Cities of Las Vegas City and North Las Vegas Councils approved an Interlocal Agreement among Clark County, the City of Las Vegas, and the City of North Las Vegas to fund and develop a Medical Facility within the Las Vegas Enterprise Park. On Page 6, Article III, Section 8.1, Assignment and Subletting, it states that the Lessee (County) must receive approval from the Lessor (City of Las Vegas) for a nonprofit agency to occupy the Medical Center to perform any type of medical services.

On April 5, 2004 and April 7, 2004, Clark County appeared respectively before the City of Las Vegas Real Estate Committee, and the Las Vegas City Council to request approval for the 3,400 square foot expansion to the existing Enterprise Health Care and Dental Center. This request was approved. Clark County would thus now ask for the Real Estate Committee and Las Vegas City Council to formally adopt a motion to approve the occupancy of Las Vegas FACT as a tenant within the Enterprise Health Care and Dental Center.

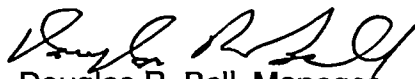
BOARD OF COUNTY COMMISSIONERS

CHIP MAXFIELD, Chairman • MYRNA WILLIAMS, Vice-Chair
YVONNE ATKINSON GATES • MARK A. JAMES • MARY KINCAID-CHAUNCEY • RORY REID • BRUCE L. WOODBURY
THOM REILLY, County Manager

Page 2, Las Vegas FACT, ltr dated June 16, 2004

It is anticipated that FACT will occupy the new facility late July or early August 2004. Clark County is currently ready to approve the necessary lease agreement following City's authorization of the new tenant, with the County then amending the current lease agreements with all providers involved at this medical facility. Your prompt written letter documenting the official approval by your City Council of this tenancy will be appreciated. Should you have any questions on this project, please contact Mr. Maurice Reid, Management Analyst, at 455-5025.

Sincerely,



Douglas R. Bell, Manager
Community Resources Management

Cc: Orlando Sanchez, City Las Vegas Neighborhood Services Department
Rodney Lister, Senior Economic Development Officer
Maurice Reid, Management Analyst II
Steven Sweikert, Deputy District Attorney

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JULY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Grant of Easement between the City of Las Vegas and Nevada Power Company for a power transformer site located west of the Water Pollution Control Facility, APN 161-10-701-001 - County (near Ward 3 - Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On 7/16/03 City Council approved a Grant of Easement with the Clark County Water Reclamation for a public wastewater Quarry Lift Station. An 8-foot square transformer pad will be provided as part of the Quarry Lift Station Project within the 11 x 18.5-foot easement required by Nevada Power. Power from this site will be used to run the new Quarry Lift Station. The transformer pad can also be available for any additional improvements the City wishes to make in the vicinity of the WPCF.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Grant of Easement

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 5 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, stated the City of Las Vegas is in favor of the power transformer location. He then requested the last sentence of the Purpose/Background section be amended to: The transformer will have enough capacity to service additional improvements the city wishes to make on the parcel in the future. He recommended approval.

REAL ESTATE COMMITTEE MEETING OF JULY 19, 2004

Public Works Department

Item 5 - Discussion and possible action regarding a Grant of Easement between the City of Las Vegas and Nevada Power Company for a power transformer site located west of the Water Pollution Control Facility, APN 161-10-701-001 - County (near Ward 3 - Reese)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:11-3:13)

1-90

APN: 161-10-701-001

GRANT OF EASEMENT

I (WE). **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada, for One Dollar and other valuable consideration, do hereby grant and convey to **NEVADA POWER COMPANY** its successors and assigns, the right to construct, to operate, to add to, to maintain, and to finally remove underground electric system(s), consisting of duct lines, manholes, vaults, wires, cables, transformer installation above or below ground surface, service boxes, and other fixtures and apparatus, or any thereof, for the transmission and distribution of electricity upon, over, under, and across the parcel(s) hereinafter described and the right of ingress and egress to and over the said parcel(s), together with the right to clear and keep cleared any obstruction from the surface or subsurface as may be deemed necessary to insure the safe and proper operation of said electric system(s)

The above referred to parcel of land, situate in the County of Clark, State of Nevada, is that portion of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE¼) of Section 10, Township 21 South, Range 62 East, M D M , Nevada, described as follows

**SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF FOR
LEGAL DESCRIPTION**

RW# 0308-04hnjc

WO# 174897

Reference Document 0009 0007082

The Grantor(s) retain(s) the right to fence, to plant, to maintain and to so use said parcel(s) for _____ own purpose so long as such use is consistent with standard electrical and telephone practices and does not interfere with the rights herein granted

July 21, 2004

Easement w/NV Power Co.

Item # _____

WITNESS my (our) hand(s) this _____ day of _____, 20____

CITY OF LAS VEGAS

APPROVED AS TO FORM:

Thomas R. Shan 6/21/04
Date

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____,

before me, _____, a Notary Public,

personally appeared _____,

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) who executed the

within instrument as _____ on

behalf of _____ the

corporation therein named, and acknowledged to me that the
corporation executed it.

Notary Public

Notary Statement and/or Seal

RW5(A-2001 version)

July 21, 2004

Ex. A.
Easement w/NV Power Co.

Item # _____

**LEGAL DESCRIPTION
NEVADA POWER EASEMENT**

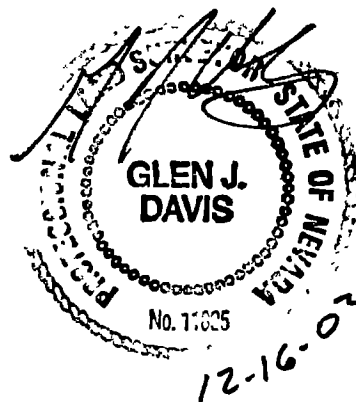
A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 10;
THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), NORTH 89°51'14" EAST, 680.02 FEET;
THENCE DEPARTING SAID NORTH LINE, SOUTH 00°23'24" WEST, 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF VEGAS VALLEY DRIVE (40 FEET WIDE) AS DEDICATED BY THAT DOCUMENT RECORDED IN BOOK 686 AS INSTRUMENT NO. 0645535 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°51'14" WEST, 40 00 FEET TO THE **POINT OF BEGINNING**; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°23'24" WEST, 11.00 FEET; THENCE SOUTH 89°51'14" WEST, 18.50 FEET; THENCE NORTH 00°23'24" EAST 11.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF VEGAS VALLEY DRIVE;
THENCE ALONG SAID LINE, NORTH 89°51'14" EAST, 18.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 203 50 SQUARE FEET OF LAND MORE OR LESS.

END OF DESCRIPTION.

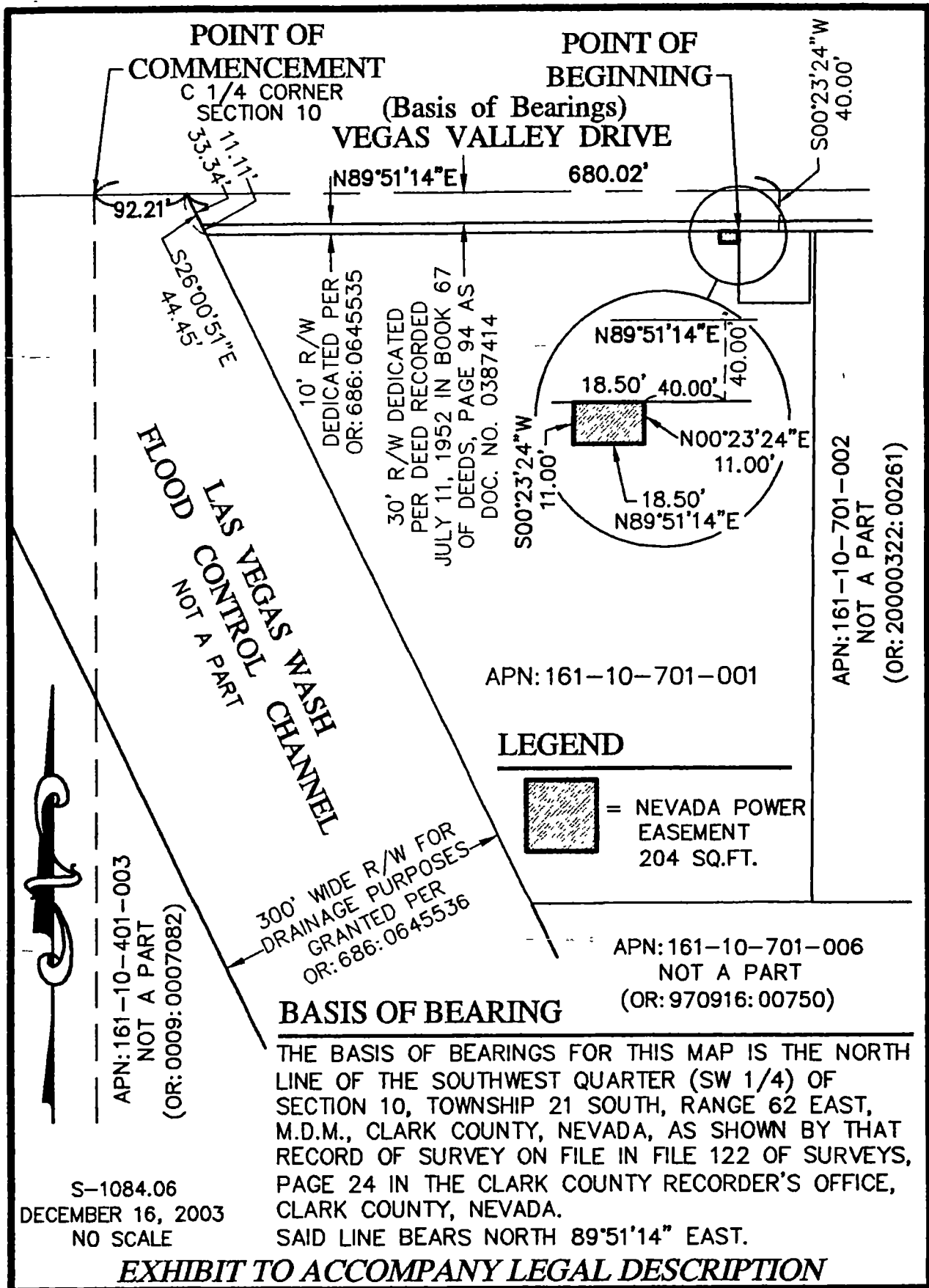
GLEN J. DAVIS
PROFESSIONAL LAND SURVEYOR
NEVADA CERTIFICATE NO. 11825
EXPIRATION DATE: DECEMBER 31, 2004
LOCHSA SURVEYING
5828 WEST SPRING MOUNTAIN ROAD, SUITE 308
LAS VEGAS, NEVADA 89146-8896



July 21, 2004

Easement w/NV Power Co.

Item # _____



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JULY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and Clark County for a multi-purpose trail located near the Las Vegas Wash, APN 161-15-702-001 - County (near Ward 3 - Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Clark County is requesting a permanent easement for a multi-use trail, 24-foot wide, with temporary 10-foot wide construction easements adjacent to each side near the Waste Water Treatment Plant.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 6 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, explained this easement and right-of-way with Clark County is for a trail system that will run through property owned by the City of Las Vegas. He recommended approval.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3.13-3:14)

1-144

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between **CITY OF LAS VEGAS, A Municipal Corporation of the State of Nevada**, Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **CLARK COUNTY, Nevada**, Party of the Second Part, hereinafter known as the **GRANTEE**.

WITNESSETH:

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

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

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

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter.
 2. The **GRANTEE** shall be solely responsible for the upkeep, maintenance, and repair of the **GRANTEE'S** improvements placed upon said parcel and agrees to maintain such improvements and the easement land described in a neat, safe and clean condition.
 3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired for any reason within the easement, the **GRANTEE(S)**, or its successors and assigns shall bear the full cost of such relocation or repair.
-

July 21, 2004

R/W Easement w/Clark County

APN: 161-15-702-001

Item # _____

Signator for GRANTOR(S) warrant that they have the legal authority to bind the parties hereto and GRANTOR(S) warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR(S) has hereunto set his/her/their hand/hands this _____ day of _____, 2004,

CITY OF LAS VEGAS, A Municipal Corporation of the State of Nevada

BY: _____

(Signature)

(Print Name)

Title

BY: _____

(Signature)

(Print Name)

Title

APPROVED AS TO FORM:

Norman L. Green 6/21/04
DEPUTY CITY ATTORNEY Date

STATE OF)
)ss.
COUNTY OF)

On _____, 2004, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that _____ he _____ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

EXHIBIT A

CLARK COUNTY PUBLIC WORKS DEPARTMENT
LEGAL DESCRIPTION OF PERMANENT EASEMENT FOR A MULTI-PURPOSE
TRAIL

AFFECTING APN 161-15-702-001

BEING A PORTION OF PARCEL 1 AND 2 PER BOOK 890317 INSTRUMENT 00516, "RIGHT-OF-WAY GRANT FOR DRAINAGE PURPOSES", CLARK COUNTY, NEVADA, OFFICIAL RECORDS, IN THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

A PERMANENT EASEMENT FOR A MULTI-USE TRAIL OVER A STRIP OF LAND 24' WIDE, WITH TEMPORARY 10' WIDE CONSTRUCTION EASEMENTS ADJACENT TO EACH SIDE, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 15; THENCE NORTH 89°56'49" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE ¼) A DISTANCE OF 316.96 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 21°02'09" EAST A DISTANCE OF 378.25' TO A POINT ON A 1,616.00 FOOT RADIUS CURVE CONCAVE WESTERLY AND HAVING A CENTRAL ANGLE OF 26°22'33"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 743.92 FEET TO A POINT OF REVERSE CURVATURE OF A 450.00 FOOT RADIUS CURVE, CONCAVE EASTERLY AND HAVING A CENTRAL ANGLE OF 41°28'09"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 325.70 FEET TO SAID EAST LINE OF PARCEL 1 AND 2. THE SIDELINES OF THE STRIPS OF LAND WILL BE PROLONGED OR FORESHORTENED TO MEET THE BOUNDARY LINE OF THE PROPOSED DRAINAGE EASEMENT ON THE NORTH, AND THE EAST LINE OF SAID PARCEL 1 & 2 ON THE SOUTH.

CONTAINING: APPROXIMATELY 34,745 SQUARE FEET, OR 0.80 ACRES MORE OR LESS.

REFERENCE:

RECORD OF SURVEY FILE 107 PAGE 33, RIGHT-OF WAY GRANT FOR DRAINAGE PURPOSES BOOK 890317 INSTRUMENT 00516

SKETCH TO ACCOMPANY EXHIBIT, ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

RIVERWALK UNITS 1 & 2

50' WIDE DRAINAGE EASEMENT AND
RIGHTS-OF-WAY
BOOK 20040421 / INSTRUMENT 0004332
(FOR RIVERWALK DEVELOPMENT)
P.O.B.

N 89°56'49" W 316.96'

P.O.C.

1/4

15 14

BASIS OF BEARINGS:

NORTH 00°10'06" WEST, BEING THE EAST LINE OF
SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST,
M.D.M., AS SHOWN ON THAT RECORD OF SURVEY IN
FILE 107 PAGE 33 OF SURVEYS, CLARK COUNTY,
RECORDS, CLARK COUNTY, NEVADA.

50' WIDE ACCESS EASEMENT AND
RIGHTS-OF-WAY
BOOK 20040421 / INSTRUMENT 0004331
(FOR RIVERWALK DEVELOPMENT)

LEGEND:

RIGHT OF WAY TAKE

LAS VEGAS WASH
RIGHT OF WAY GRANTACCESS EASEMENT
FOR RIVERWALK
DEVELOPMENT

DESERT INN
MASTER PLAN
BOOK 109, PAGE 69
OF PLATS



1" = 200'

S 00°10'06" E
(BASIS OF BEARINGS)

HOLLYWOOD BOULEVARD
BOOK 0596, INSTRUMENT 555461

LINE TABLE

LINE	LENGTH	BEARING
L1	50.00	N 89°56'49" W
L2	309.30	S 00°10'06" E
L3	311.84	S 07°32'16" E
L4	729.64	S 00°10'06" E
L5	10.00	S 89°49'54" W
L6	1347.97	N 00°10'06" W

AREA TABLE

AREA DESIGNATION	ACRES	SF
RIGHT OF WAY	0.74±	32,033
RIGHT OF WAY ENCUMBERED BY DRAINAGE RIGHT OF WAY	0.05±	2,209
RIGHT OF WAY ENCUMBERED BY ACCESS EASEMENT	0.36±	15,465

161-14-401-001

CLARK COUNTY WATER RECLAMATION DISTRICT

U1712/PHASE 1/SURVEY/EASEMENT FOR 161-10-201-002 DWG



SKETCH TO ACCOMPANY
EXHIBIT "A"

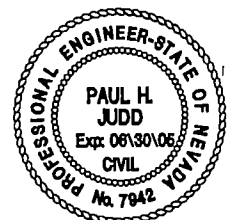
LEGAL DESCRIPTION MAP FOR
RIGHT OF WAY TAKE ON
CITY OF LAS VEGAS
APN 161-15-702-001

PHJ

JAG

PHJ

MARCH 24, 2004



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JULY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances on APN 125-12-301-002 to service the Horse and Bradley Park Site - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to the Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 7 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, recommended approval.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:14-3:15)

1-170

A.P.N. 125-12-301-002

EASEMENTS AND RIGHTS-OF-WAY

ABOVE SPACE FOR RECORDER'S USE ONLY

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

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

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

W I T N E S S E T H:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1 00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows.

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

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

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

July 21, 2004

R/W Easement w/LVVWD

Item # _____

A.P.N. 125-12-301-002

GRANTOR: Bureau of Land Management

Signator for GRANTOR(S) warrant that they have the legal authority to bind the parties hereto and GRANTOR(S) warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR(S) has hereunto set his/her/their hand/hands this _____ day of _____, 20 04

ATTEST:

BARBARA JO RONEUMUS, CITY CLERK

OSCAR B. GOODMAN, MAYOR

STATE of NEVADA)
) ss.
COUNTY of CLARK)

APPROVED AS TO FORM:
Adel S. Shurin 6-28-04
Date

On _____, 20 04, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned

WITNESS my hand and official seal.

Notary Public

Notary Stamp/Seal Above

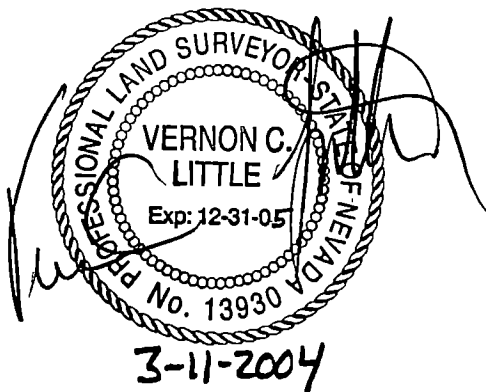
FOR LVVWD USE ONLY
RECORDED FOR LAS VEGAS VALLEY WATER DISTRICT 1001 S VALLEY VIEW BLVD. LAS VEGAS, NEVADA 89153 RETURN TO: WILL CALL



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

MARCH 11, 2004
W.O. 5825-2
BY: VCL
P.R. BY: TZ
PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHWESTERLY OF HORSE DRIVE AND BRADLEY ROAD FOR BUREAU OF LAND MANAGEMENT GRANT OF RIGHT-OF-WAY FOR LAS VEGAS VALLEY WATER DISTRICT FACILITY PURPOSES.

**LEGAL DESCRIPTION
BLM RIGHT-OF-WAY GRANT
APN 125-12-301-002**

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 60 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 12; THENCE SOUTH 01°12'34" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE 1/4), A DISTANCE OF 784.88 FEET; THENCE SOUTH 88°47'26" WEST, DEPARTING SAID EAST LINE, 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°12'34" EAST, 10.00 FEET; THENCE SOUTH 88°47'26" WEST, 15.00 FEET; THENCE NORTH 01°12'34" WEST, 10.00 FEET; THENCE NORTH 88°47'26" EAST, 15.00 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 150 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

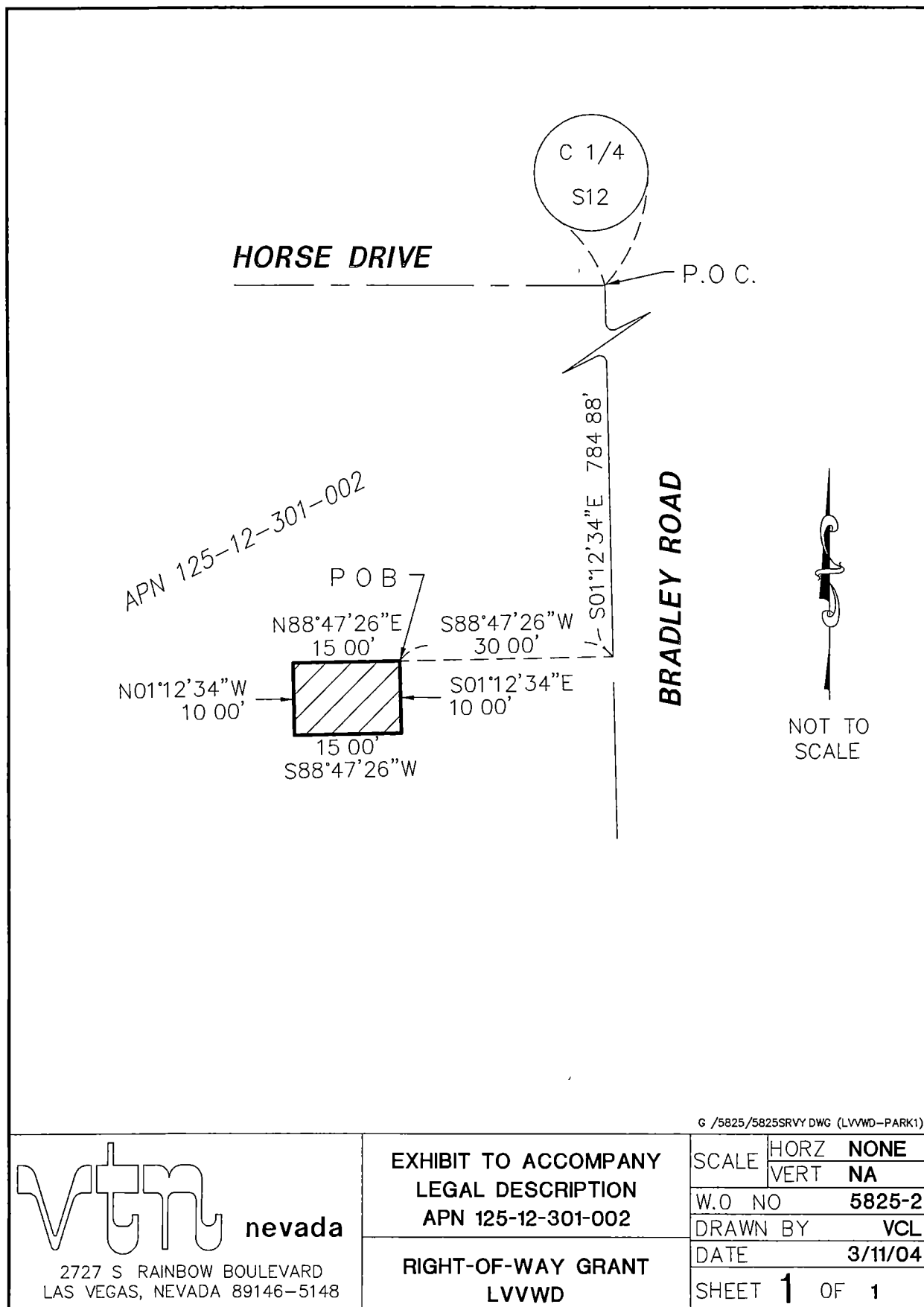
APN 125-12-301-002
W.O. 5825-2
MARCH 11, 2004
PAGE 2 OF 2

RUNNING 10 LINEAR FEET AT A WIDTH OF 15.00 FEET, MORE OR LESS.

BASIS OF BEARINGS:

SOUTH 01°12'34" EAST, BEING THE BEARING OF THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PLAT OF "IRON MOUNTAIN RANCH - VILLAGE 8 - UNIT 1", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 107 OF PLATS, PAGE 32.

END OF DESCRIPTION.



G /5825/5825SRVY DWG (LVVWD-PARK1)

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

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
APN 125-12-301-002

RIGHT-OF-WAY GRANT
LVVWD

SCALE	HORZ	NONE
	VERT	NA
W.O NO	5825-2	
DRAWN BY	VCL	
DATE	3/11/04	
SHEET	1	OF 1

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JULY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of a Grant, Bargain, Sale Deed from the City of Las Vegas to the County of Clark for approximately 32,033 square feet of land located in the vicinity of Desert Inn Road and Hollywood Boulevard, APN 161-15-702-001 - County (near Ward 3 - Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The Clark County Department of Public Works requested the Grant, Bargain, Sale Deed (GBSD) for approximately 32,033 square feet of land located in the vicinity of Desert Inn Road and Hollywood Boulevard, APN 161-15-702-001, for drainage purposes. The GBSD would give support to the County for drainage needs in the area.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Grant, Bargain, Sale Deed

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, requested the first sentence of the Purpose/Background section be amended by striking the word "purposes" and adding the following verbiage: "and roadway improvements for Hollywood Boulevard adjacent to the City's wastewater treatment plant." He recommended approval.

REAL ESTATE COMMITTEE MEETING OF JULY 19, 2004

Public Works Department

Item 8 - Approval of a Grant, Bargain, Sale Deed from the City of Las Vegas to the County of Clark for approximately 32,033 square feet of land located in the vicinity of Desert Inn Road and Hollywood Boulevard, APN 161-15-702-001 - County (near Ward 3 - Reese)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:14-3:15)

1-186

APN: 161-15-702-001

Item # _____

WHEN RECORDED PLEASE RETURN TO:

Clark County Department of Public Works
Attention: Joseph Glick, Design Engineering
500 S. Grand Central Parkway, #2001
Las Vegas, Nevada 89106

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That the **CITY OF LAS VEGAS, a Municipal corporation of the State of Nevada**, GRANTOR(s), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell, and Convey to the **COUNTY OF CLARK, a political subdivision of the State of Nevada**, GRANTEE, all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
A PORTION OF ASSESSOR's PARCEL NO. 161-15-702-001

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging and in anyway appertaining.

Signature for GRANTOR(s) warrant that they have the legal authority to bind the parties hereto and GRANTOR(s) warrants that it may legally grant the right described herein.

IN WITNESS THEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands this ____ day of _____, 2004.

BY: _____
OSCAR B. GOODMAN, MAYOR

ATTEST:

BY: _____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

BY: Thomas R. Green 6/21/04
DEPUTY CITY ATTORNEY

July 21, 2004

GBSD w/Clark County

APN: 161-15-702-001

Item # _____

STATE OF)
)ss.
COUNTY OF)

On _____, 2004, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared _____ know to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that __he __ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County and State

My Commission expires: _____

{SEAL}

EXHIBIT A

CLARK COUNTY PUBLIC WORKS DEPARTMENT
LEGAL DESCRIPTION OF PERMANENT RIGHT OF WAY
FOR HOLLYWOOD BOULEVARD

AFFECTING APN 161-15-702-001

BEING A PORTION OF PARCEL 1 AND 2 PER BOOK 890317 INSTRUMENT 00516, "RIGHT-OF-WAY GRANT FOR DRAINAGE PURPOSES", CLARK COUNTY, NEVADA, OFFICIAL RECORDS, IN THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 15; THENCE NORTH 89°56'49" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE ¼) A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°10'06" EAST A DISTANCE OF 309.30 FEET; THENCE SOUTH 07°32'16" EAST A DISTANCE OF 311.84 FEET; THENCE SOUTH 00°10'06" EAST A DISTANCE OF 729.64 FEET; THENCE SOUTH 89°49'54" EAST A DISTANCE OF 10.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER (SE ¼) OF SECTION 15, THENCE NORTH 00°10'06" WEST ALONG SAID EAST LINE A DISTANCE OF 1347.97 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: APPROXIMATELY 32,033 SQUARE FEET, OR 0.74 ACRES MORE OR LESS.

REFERENCE:

RECORD OF SURVEY FILE 107 PAGE 33, RIGHT-OF WAY GRANT FOR DRAINAGE PURPOSES BOOK 890317 INSTRUMENT 00516

SKETCH TO ACCOMPANY EXHIBIT, ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

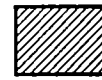
RIVERWALK UNITS 1 & 2

50' WIDE DRAINAGE EASEMENT AND
RIGHTS-OF-WAY
BOOK 20040421 / INSTRUMENT: 0004332
(FOR RIVERWALK DEVELOPMENT)

BASIS OF BEARINGS:

NORTH 00°10'06" WEST, BEING THE EAST LINE OF
SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST,
M D M, AS SHOWN ON THAT RECORD OF SURVEY IN
FILE 107 PAGE 33 OF SURVEYS, CLARK COUNTY,
RECORDS, CLARK COUNTY, NEVADA

50' WIDE ACCESS EASEMENT AND
RIGHTS-OF-WAY
BOOK: 20040421 / INSTRUMENT 0004331
(FOR RIVERWALK DEVELOPMENT)

LEGEND:

RIGHT OF WAY TAKE

LAS VEGAS WASH
RIGHT OF WAY GRANTACCESS EASEMENT
FOR RIVERWALK
DEVELOPMENT**LINE TABLE**

LINE	LENGTH	BEARING
L1	50.00	N 89°56'49" W
L2	309.30	S 00°10'06" E
L3	311.84	S 07°32'16" E
L4	729.64	S 00°10'06" E
L5	10.00	S 89°49'54" W
L6	1347.97	N 00°10'06" W

AREA TABLE

AREA DESIGNATION	ACRES	SF
RIGHT OF WAY	0.74±	32,033
RIGHT OF WAY ENCUMBERED BY DRAINAGE RIGHT OF WAY	0.05±	2,209
RIGHT OF WAY ENCUMBERED BY ACCESS EASEMENT	0.36±	15,465

DESERT INN
MASTER PLAN
BOOK 109, PAGE 69
OF PLATS

HOLLYWOOD BOULEVARD
BOOK 0596, INSTRUMENT 555461



1" = 200'

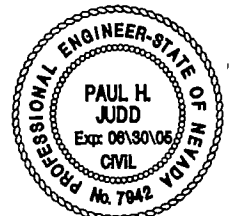
161-14-401-001
CLARK COUNTY WATER RECLAMATION DISTRICT

V1712PHASE 1SURVEYEASEMENT FOR 161 10-201-002 DWG



SKETCH TO ACCOMPANY
EXHIBIT "A"
LEGAL DESCRIPTION MAP FOR
RIGHT OF WAY TAKE ON
CITY OF LAS VEGAS
APN 161-15-702-001

DESIGNED BY: PHJ
DRAWN BY: JAG
CHECKED BY: PHJ
DATE: MARCH 24, 2004



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JULY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding entering into negotiations with multiple cellular companies for Land Lease Agreements for cellular towers to be located at Pavilion Park and Mountain Ridge Park - Wards 2 and 6 (Wolfson and Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

As growth occurs in the valley, additional cellular towers are required to continue to provide valley residents with communication services. Staff will bring back each cellular tower Land Lease Agreement to Council showing details of each tower construction location and specific information detailing each shelter and tower. The Agreements do not preempt the standard approval process that each company needs to go through with the Planning Department for final approval of allowing construction.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

None

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 9 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, noted he received written requests to negotiate the two park sites and he recommended approval to do that.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:16)

1-222

AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: JULY 19, 2004**

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD D. GOECKE**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Land Lease Agreement between the City of Las Vegas and Pacific Wireless, LLC, d/b/a Cingular Wireless for a wireless communications system located on approximately 300 square feet of property at 2801 West Oakey Boulevard commonly known as Bob Baskin Park (\$515, 784 revenue for duration of contract - Park Enterprise Fund) - Ward 1 (Moncrief)

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:** Public Works/Real Estate☐**Augmentation Required****Funding Source:** Park Enterprise Fund**PURPOSE/BACKGROUND:**

Council approved staff entering into negotiations 12/17/03 with Cingular Wireless for a cell tower land lease at Bob Baskin Park. This contract is for 300 square feet and includes an antennae atop a monopalm, roof mounted E911 antennas, a concrete driveway and installation of approximately 21,000 sq. ft. of sod. Cingular Wireless shall pay the City a one-time administrative fee of \$1,000 in addition to the driveway and sod as listed above. Yearly rent will start at \$19,200. The initial term is for five years with three five-year options.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Land Lease Agreement

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, outlined the benefits the City will acquire from the contract as stated in the Purpose/Background. He recommended approval.

REAL ESTATE COMMITTEE MEETING OF JULY 19, 2004

Public Works Department

Item 10 - Discussion and possible action regarding a Land Lease Agreement between the City of Las Vegas and Pacific Wireless, LLC, d/b/a Cingular Wireless for a wireless communications system located on approximately 300 square feet of property at 2801 West Oakey Boulevard commonly known as Bob Baskin Park (\$515, 784 revenue for duration of contract - Park Enterprise Fund) - Ward 1 (Moncrief)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:16-3:17)

1-240

LAND LEASE AGREEMENT/CELL TOWER

BOB BASKIN PARK

This Land Lease Agreement (hereinafter "Lease") is made this ____ day of _____, 2004, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor") and Pacific Bell Wireless, LLC, a limited liability company DBA Cingular Wireless (hereinafter "Lessee").

WITNESSETH:

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

WHEREAS, Lessee is in need of Wireless Communications System facilities, including, but not limited to antennae atop a monopalm, equipment inside existing maintenance building, roof mounted E911 antennas, construction of a concrete driveway and the installation of approximately 21,000 sq. ft. of sod as per site plans; and

WHEREAS, the public land is located within the boundaries of Bob Baskin Park, 2801 W. Oakey Boulevard, Las Vegas, NV, generally located in the vicinity of Oakey Boulevard and Rancho Drive; and

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

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

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

1. PARTIES:

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

2. DEFINITIONS:

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

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

2.6 "Wireless Communications System" means any system which uses a form of cellular telephone or other form of wireless communication which allows business and residential subscribers to access and/or make telephone calls for voice or data through the Wireless Communications System or over the Public Switched Telephone Network ("PSTN") using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

3.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately 300 square feet of property located at 2801 W. Oakey Boulevard, Las Vegas, NV, commonly known as Bob Baskin Park, (hereinafter "Premises"). A description of the Premises, as depicted on the Site Map, is attached hereto and incorporated herein as Exhibit "A". The Premises are leased for the express purpose of Lessee constructing, operating, and maintaining a Wireless Communications System facility in accordance with the terms and conditions set forth herein. All facility plans must be approved by the City and meet all applicable building codes and requirements, as provided for in Section 8.1. Construction may include, but not be limited to, antennae atop of a monopalm, equipment inside existing maintenance building, roof mounted E911 antennas, construction of a concrete driveway and the installation of approximately 21,000 sq. ft. of sod as per site plans. Lessee shall contact the City Park's Maintenance Manager, John Black, at (702) 229-6988 ten (10) days prior to commencement of construction.

4. TERM:

4.1 The initial term of this Lease is five (5) years. The term will begin on the first day of the month following 90 days after the date of the execution of this Lease by Lessor (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").

4.2 Additionally, Lessee shall have the right to renew this Lease for three (3) additional terms of five (5) years. This Lease shall automatically be extended for each successive renewal term, unless Lessee notifies Lessor in writing of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

5.1 The total rental payment for the First year of the term of this Lease shall be One Thousand Six Hundred and No/100 Dollars (\$1,600.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payment not paid by the fifteenth (15th) of the month shall be considered late and the Lessor may charge a late fee equal to one and one-half percent (1.5%) of the amount due.

5.2 Beginning with the Second year of the Lease Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be adjusted by multiplying the immediately preceding term, for which the rent has remained constant, by three percent (3%).

5.3 The "Rental Fees" schedule, attached hereto as Exhibit "B" of this Lease, will detail the rent for the original term and each subsequent renewal term.

5.4 As additional consideration of this Lease, Lessee shall prepay to Lessor a one-time administrative payment in the amount of One Thousand and No/100 Dollars (\$1,000.00) and Lessee shall provide in-kind compensation within the construction of the site by installing approximately 21,000 sq. ft. of sod within the park as depicted in site plan drawings and installing a twelve-foot (12') wide driveway per the site plan drawings.

6. INGRESS, EGRESS AND UTILITY EASEMENT:

6.1 Lessor hereby grants to Lessee an easement for ingress, egress, regress and utilities over properties of Lessor adjacent to the Premises for construction and maintenance of the structures on the Premises, for the installation, construction, and maintenance of underground and above ground telephone, telegraph, and power lines in connection with its use of the Premises and for access to the Premises from a public road (hereinafter "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Lessee of all of its property from the Premises, not to exceed thirty (30) calendar days, after expiration of the Lease Term. The location of the Easement shall be agreed upon by the parties not later than ninety (90) calendar days after the date of execution of this Lease and shall be included in any recorded Memorandum of this Lease. Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. In addition, at Lessee's request and expense, this Easement shall be set forth in a separate Easement Agreement which Lessor and Lessee agree to execute and which Lessee shall have recorded as an encumbrance on the property of Lessor and be binding upon all subsequent owners, successors and assigns.

7. TITLE AND QUIET POSSESSION:

7.1 Lessor represents and covenants that Lessor owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which Lessee may obtain. As a condition to Lessee's obligation hereunder Lessor will, within ten (10) business days of the date of execution of this Lease, execute and obtain from the holder of any lien an Attornment and

Nondisturbance Agreement or a Subordination Agreement in form acceptable to Lessee.

- 7.2 Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises and Easement throughout the Lease Term.

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

- 8.1 Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a Wireless Communications System. Lessee shall have the right to construct antennae atop of monopalm and foundation, equipment inside existing maintenance building, two (2) roof mounted E911 antennas, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. Lessor shall give such approval or provide its request for changes within ten (10) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such ten (10) business day period, Lessor shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. The equipment installed in the existing maintenance building shall belong to Lessee and be considered its personal property. Construction may include, but not be limited to, a monopalm, equipment inside existing maintenance building, roof-mounted E911 antennas, utilities, concrete driveway and installation of approximately 21,000 sq. ft. of sod as per site plans.
- 8.2 Lessee shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the

Premises by Lessee shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the Lessor, or radio frequencies utilized by the aviation industry. The Lessor shall have the right to engage independent testing companies to perform reasonable and appropriate testing to determine if the operation of the facilities and equipment by Lessee cause any unreasonable interference with any pre-existing telecommunications operations by Lessor after Lessee has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). If interference is caused by Lessee, Lessee shall reimburse Lessor the reasonable cost of the testing. The Lessor and its agents shall have the right during the term of the Lease to examine Lessee's transmitter equipment and facilities in order to detect any potential interference with the Lessor's pre-existing telecommunication uses, provided that Lessee's representative is present during such examinations.

- 8.3 In the event the Lessor determines that Lessee has caused interference in violation of this Lease, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits Lessor's operations at the Premises, and Lessee does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) calendar days, or if there are intermediate levels of interference and Lessee does not correct or commence to correct such interference within thirty (30) calendar days, Lessee shall discontinue operating such equipment, on Lessor's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Lessor agrees that Lessor and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to Lessee. Lessor shall take prompt action to terminate any

interference with Lessee's communications operations that Lessor has the right to terminate, and shall cooperate with Lessee to obtain the termination of any interference with Lessee's communications operations that is beyond the control of Lessor. The parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action against the interfering party to enjoin such interference or to terminate this Lease upon notice to Lessor.

8.4 Lessee shall hold Lessor harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Lease.

8.5 It is understood and agreed that Lessee's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of Lessee's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that Lessee is unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease at its sole discretion on thirty (30) calendar days written notice to the Lessor. Such termination shall cause forfeiture of the sums theretofore paid by Lessee and of the Lease granted hereunder. Notice from Lessee shall be given in accordance with the regular notice procedures as hereinafter set forth.

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

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

9.1 During the Term of this Lease, Lessee shall comply with all applicable laws affecting the Premises. Lessee shall not commit or suffer to be committed any waste on the Premises or any nuisance. Lessee shall obtain any necessary governmental licenses or authorizations required for the construction and use of

the structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to Lessor as same are issued.

10. ASSIGNMENT AND SUBLEASING:

10.1 Lessee may not sublet space on its telecommunications tower located within the Premises without Lessor's consent, provided that every Sublessee of Lessee shall enter into a separate lease agreement with Lessor for ground space on Lessor's property. The making of any such sublease shall not release Lessee from any of Lessee's obligations hereunder. Lessee shall not be permitted to sublet any land area or property within the leased Premises without the prior written consent of Lessor. Lessee shall not assign or transfer this Lease, or any interest herein, except to affiliate companies or to any company acquiring all or substantially all of Lessee's assets, in the geographic market area in which the leased Premises are located (i.e. the Las Vegas Metropolitan Area), without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Upon assignment by either Lessee or Lessor, such party shall be relieved of all future performance, liabilities, and obligations under this Agreement. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Lease shall be in writing,

signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

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

WITH A COPY TO: City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

TO LESSEE: Cingular Wireless
Attn: Network Real Estate Contract Processing
6100 Atlantic Blvd.
Norcross, GA 30071

WITH A COPY TO: Cingular Wireless
Attn: Network Deployment Manager
1211 Town Center Drive – Suite #100
Las Vegas, NV 89144

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

12. OPERATING EXPENSE:

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

13. TAXES:

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

14. INSURANCE:

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

15. MAINTENANCE:

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

16. HOLD HARMLESS:

16.1 Lessee shall defend, indemnify and hold Lessor harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from the physical structure or actions of Lessee (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept, stored or maintained at the risk of Lessee. Subject to the limits of liability set forth in NRS 41.035, Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims)

arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16.2 Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to Lessee's use or generation of Hazardous Materials.

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

17. HAZARDOUS MATERIALS.

17.1 Lessor represents and warrants, to the best of Lessor's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any

such warranty is in any manner breached during the term of this Lease (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) Lessor shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, Lessor shall promptly take any and all remedial and removal action as required by law to clean up the Premises, mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 Lessor represents and warrants to Lessee that Lessor has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

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

18. LESSEE'S PERFORMANCE AND SURRENDER:

18.1 Lessee shall pay the Rent and all other sums required to be paid by Lessee hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Lessor the Premises subject to the other provisions of this Lease.

18.2 Upon termination of this Lease, Lessee shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Lease, including but not limited to, foundations up to the water level, footings,

concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

19.1 This Lease may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction or operation of a Wireless Communications System; (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification or its Wireless Communications System; (d) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; (e) Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) utilities necessary for Lessee's use of the Premises are not available to the Premises; or (g) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises. In the event of termination by Lessee pursuant to item (g), Lessee shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the Lessee's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by Lessor.

19.2 Within thirty (30) calendar days of the termination or expiration of this Lease, Lessee shall remove its personal property and equipment from the Premises. In

removing such personal property and equipment, Lessee shall not damage the Premises. If the time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay a lease fee at the then existing lease fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

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

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

20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date a one and one-half percent (1.5%) penalty of the amount due will be assessed.

20.2 The Lessor shall have the right, while any default continues by giving thirty (30) calendar days written notice to Lessee, to terminate this Lease and remove or require Lessee to remove Lessee's equipment from the Premises, without prejudice to any other remedy which Lessor might be entitled to herein. No portion of Lessee's Rent shall be refunded in the event of a termination or default.

21. BINDING ON SUCCESSORS:

21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. GOVERNING LAW:

22.1 The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Nevada.

23. ENTIRE AGREEMENT:

23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed

by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

24. SURVEY AND TESTING:

24.1 Lessee shall have the right for ninety (90) business days from the execution of this Lease to survey, soil test, and make any other investigations necessary to determine if the surface of the Premises is suitable for construction of Wireless Communications System facilities. If Lessee, within the above stated time determines that for any reason the Premises is not suitable, this Lease, upon thirty (30) calendar days written notice given to Lessor, shall become null and void; provided that at Lessee's sole expense the Premises shall be promptly restored to its condition prior to such testing and investigations and provided further that Lessee shall deliver copies of all soil tests and investigation reports to Lessor.

25. OIL, GAS AND MINERAL RIGHTS:

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

26. MECHANIC'S LIENS:

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

27. HEADINGS:

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

28. TIME OF ESSENCE:

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

29. SEVERABILITY:

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

30. REAL ESTATE BROKER:

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

31. PEACEFUL POSSESSION:

31.1 Lessor covenants that Lessee, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Lease, shall and may

peacefully and quietly have, hold and enjoy the Premises for the Term of the Lease and any renewal Terms.

32. COMPLIANCE WITH LAWS:

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

32.2 Nothing in this Lease shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to Lessee's use of the Premises.

33. SPECIAL PROVISIONS:

33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.

33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Lease does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.

33.3 Lessee shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Lease shall be considered automatically revoked without further action by the Lessor if the unauthorized use is not corrected within thirty (30) calendar days after notice by the Lessor to abate any unauthorized use. Lessee shall cease use of the facilities in the Premises and take appropriate action as authorized by the Lessor to remove the facilities from the Premises.

- 33.4 This Lease does not authorize Lessee to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Lease does not authorize Lessee to use the Premises for video transmissions. This Lease shall not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law.
- 33.5 This Lease does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by Lessee or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Lease shall not be in any manner considered a waiver or relinquishment of any right or claim the Lessor may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.
- 33.6 Should Lessee, at any time during the Term of this Lease, be deprived of the use of the Premises, or any part thereof, the Lessor will proportionately abate the rent during this time, and Lessee shall have no other recourse against the Lessor for the Lessor's failure to provide Lessee the use of the Premises set forth herein.
- 33.7 For purposes of this Lease, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Lease or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If Lessee disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.
- 33.8 Lessor retains the right to inspect the Premises at any time during the Lease Term or any extensions thereof. The Lessor shall give Lessee prior notice of such inspection and Lessee shall have the right to accompany the Lessor on such

inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

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

35. INSOLVENCY:

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

36. WAIVER:

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

37. NO PARTNERSHIP:

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

38. FURTHER ASSURANCE:

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

39. INTERPRETATION:

39.1 Each party to this Lease and its counsel will have reviewed and revised this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or in any amendments or exhibits to this Lease.

40. RENT PAYMENT:

40.1 Lessee's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue, 6th Floor, Las Vegas, Nevada 89101 or to the City's lockbox, which address is on the return envelope provided with monthly statement.

41. DATE OF LEASE:

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

42. MODIFICATIONS OR AMENDMENTS:

Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division of the City's Department of Public Works shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this

may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

43. WAIVER OF LESSOR'S LIEN:

- (a) Lessor waives any lien rights it may have concerning Lessee's Wireless Communications System facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.
- (b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of Lessee's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

...

...

44. DISCLOSURE OF PRINCIPALS:

In order to satisfy Resolution R-105-99 adopted by the City of Las Vegas City Council on November 17, 1999, Cingular Wireless, will provide a disclosure in the form attached hereto as Exhibit "E". If Cingular Wireless, or its principal or partners described above are required to provide disclosure under federal law, such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA), and attaches current copies of such federal disclosures to Cingular Wireless, shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

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

"Lessor"
CITY OF LAS VEGAS

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Breen 6/21/04
City Attorney Date

"Lessee"
Cingular Wireless

By: _____

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this ____ day of _____, 2004, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BARBARA JO RONEMUS, City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC, in and for said
County and State

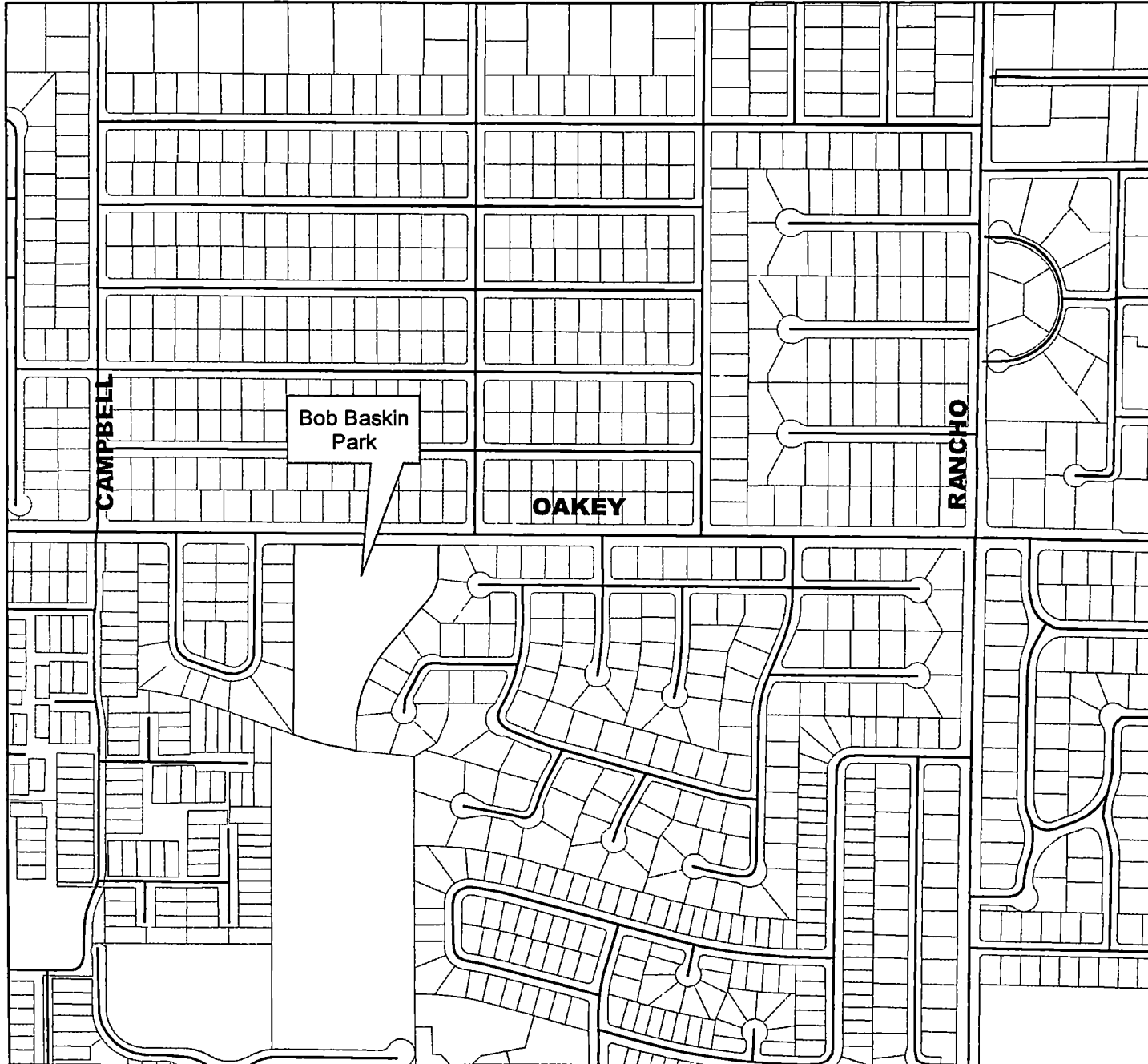
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this ____ day of _____, 2004, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that __he__ executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC, in and for said
County and State

When recorded, mail to:

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



Site Map

Legend

- Street Centerline
- Parcels
- City of Las Vegas

Real Estate & Asset Mgmnt



4/14/2004

EXHIBIT "B"

RENTAL FEES

MONTHLY/YEARLY RENTAL PAYMENT CALCULATIONS

INITIAL 5-YEAR TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$ 1,600.00	\$ 19,200 00
2nd YEAR	\$ 1,648.00	\$ 19,776.00
3rd YEAR	\$ 1,697.00	\$ 20,364.00
4th YEAR	\$ 1,748 00	\$ 20,976.00
5th YEAR	\$ 1,800.00	\$ 21,600.00

FIRST 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$ 1,854.00	\$ 22,248.00
2nd YEAR	\$ 1,910.00	\$ 22,920.00
3rd YEAR	\$ 1,967.00	\$ 23,604.00
4th YEAR	\$ 2,026.00	\$ 24,312.00
5th YEAR	\$ 2,087.00	\$ 25,044.00

SECOND 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$ 2,150.00	\$ 25,800 00
2nd YEAR	\$ 2,215.00	\$ 26,580 00
3rd YEAR	\$ 2,281.00	\$ 27,372.00
4th YEAR	\$ 2,349.00	\$ 28,188.00
5th YEAR	\$ 2,419.00	\$ 29,028.00

THIRD 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$ 2,492.00	\$ 29,904.00
2nd YEAR	\$ 2,567.00	\$ 30,804.00
3rd YEAR	\$ 2,644.00	\$ 31,728.00
4th YEAR	\$ 2,723 00	\$ 32,676.00
5th YEAR	\$ 2,805.00	\$ 33,660.00

EXHIBIT “C”

PLANS & DETAILS

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

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

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

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

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

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

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

EXHIBIT "E"

DISCLOSURE OF PRINCIPLES

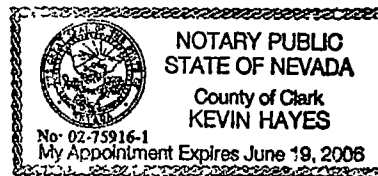
In compliance with City of Las Vegas Resolution R-105-99, the undersigned certifies that PACIFIC BELL WIRELESS, LLC, is _____, a public corporation required to provide ownership disclosure under federal law, and that a current copy of such federal disclosure is submitted herewith.

PACIFIC BELL WIRELESS, LLC

By: [Signature]
Authorized Signatory

State of Nevada)
County of Clark) ss.

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



[Signature]
Notary Public



11/14/2003

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

Dear Mr. Roark,

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

Best Regards,

Ron Ayers
Site Acquisition
702-501-8439

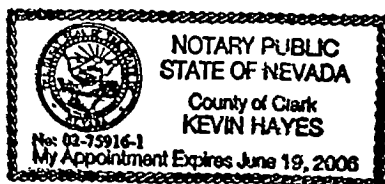
NOTARY ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF NEVADA
COUNTY OF CLARK

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

[AFFIX NOTARY SEAL]

Notary Public
My commission expires: 12/19/06



 cingular
WIRELESS

FORM 10-K

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

(Mark One)



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

For the fiscal year ended December 31, 2002

OR



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

For the transition period from _____ to _____

Commission File Number: 1-8610

SBC COMMUNICATIONS INC.

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

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

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

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No _____

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

Indicate by check mark whether the registrant is an accelerated filer (as defined in Exchange Act Rule 12b-2).

Yes X No _____

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

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

DOCUMENTS INCORPORATED BY REFERENCE

- (1) Portions of SBC Communications Inc.'s Annual Report to Shareowners for the fiscal year ended December 31, 2002 (Parts I and II).
- (2) Portions of SBC Communications Inc.'s Notice of 2003 Annual Meeting and Proxy Statement dated on or about March 14, 2003 (Parts III and IV).

SCHEDULE A

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

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

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PART I

ITEM 1. BUSINESS

GENERAL

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

Throughout this document SBC is referred to as “we” or “SBC”.

History

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

Scope

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

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

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

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

to Shareowners under the heading "Operating Environment and Trends of the Business", and is incorporated herein by reference pursuant to General Instruction G(2).

InterLATA Long-distance

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

Broadband Initiative

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

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

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

Wireless

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

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

BUSINESS OPERATIONS

Operating Segments

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

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

Wireline

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

Services and Products

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

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

Vertical services are enhanced telephone services available to retail customers such as Caller ID, Call Waiting, and voice mail. Customers that subscribe to these services can have the number and/or name of callers

displayed on their phone, be signaled that additional calls are incoming, and send and receive voice messages. These services are not regulated by the FCC and are generally more profitable than basic local phone service.

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

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

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

Prodigy Acquisition

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

Yahoo! Alliance

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

Cisco Agreement

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

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

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

Wireless

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

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

Cingular Wireless Joint Venture

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

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

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

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

Directory

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

International

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

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

Europe

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

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

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

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

North America

In the second quarter of 2002, we entered into two agreements with Bell Canada Holdings Inc. (Bell Canada): (1) to redeem a portion of our ownership in Bell Canada, representing approximately 4% of the company and (2) an agreement that gave BCE the right to purchase our remaining interest in Bell Canada, representing approximately 16% of the company, during the fourth quarter of 2002. Bell Canada redeemed our 4% interest in the second quarter of 2002. BCE exercised its right to purchase our remaining 16% interest in Bell Canada

during the fourth quarter of 2002. Additional information on these transactions is contained in Note 2 of the 2002 SBC Annual Report to Shareowners and is incorporated herein by reference pursuant to General Instruction G(2).

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

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

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

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

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

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

South America

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

Africa/Middle East

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

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

MAJOR CLASSES OF SERVICE

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

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

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

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

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

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

GOVERNMENT REGULATION

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

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

IMPORTANCE, DURATION AND EFFECT OF LICENSES

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

MAJOR CUSTOMER

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

COMPETITION

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

RESEARCH AND DEVELOPMENT

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

EMPLOYEES

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

RECENT DEVELOPMENTS

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

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

- **UNE-P** UNE-P is a combination of all of the network elements necessary to provide complete local service to a customer. To the extent that any one of those network elements is not required, the UNE-P itself cannot be required. From a practical perspective, the network element most relevant to the UNE-P is "switching", i.e., the routing of telephone calls or data. In its decision, the FCC declined to reach any definitive conclusions with regard to the switching element, instead leaving to each state to determine the extent, if any, to which unbundled switching must be provided. The FCC did, however, establish certain presumptions in this regard. Specifically, it presumed that competitors are not "impaired" in their ability to serve larger business customers (those using a high capacity loop facility) without access to unbundled switching. It presumed that competitors are "impaired" in their ability to serve other customers. The decision purportedly will set forth specific criteria that each state commission may apply to determine, on a "granular" basis, whether impairment actually exists in a particular market. The state commissions will have three months to overcome the presumption of a lack of impairment for larger business customers. They are given nine months to complete the "granular" analysis for other customers. If the analysis concludes that impairment does not exist, there will be a three-year transition period off below-cost UNE-P, but the FCC did not offer any further details about that transition.
- **Dedicated Transport** The FCC redefines dedicated transport to include only those transmission facilities connecting incumbents' switches or central offices, thus eliminating unbundling of entrance facilities (connections between the incumbent and competitor networks). The FCC concludes that competitive local exchange carriers are considered impaired if they do not have access to dark fiber (unused fiber that must be equipped with electronics before it can transmit a communications signal) and DS3 and DS1 capacity transport, except where alternative wholesale facilities are available. State commissions are to perform route-specific, "granular" analysis to determine if such alternative wholesale facilities exist for each of these services. Dark fiber and DS3 transport are also each subject to review by the state commissions to identify whether competing carriers are able to provide their own facilities. If state analysis determines that there is no impairment, incumbents will not be required to provide below-cost data transport services. (Data transport services, also referred to as "special access" services are a component of our wireline revenues.)
- **Enhanced Extended Links (EELs)** Incumbent local exchange carriers, such as our wireline subsidiaries, are currently required to provide combinations of unbundled loop and transport elements, i.e., EELs, to carriers that are using such combinations to provide a significant amount of local service. The Triennial Review decision apparently revises the test for determining when the "significant local service" test has been met. While the details of the new test have not been released, we do know that the decision eliminates the existing restriction on "commingling" UNEs with access services. The ability to order new combinations means that competitors, in some cases, can order unbundled loop and transport combinations without having first ordered them as special access services and then converting them to UNEs.
- **Broadband** The Triennial Review decision, as described in the FCC's press release, eliminates unbundling of certain telecommunications technology that is primarily used for transmitting data and high-speed internet access across telephone lines. For example, it eliminates unbundling of the packet-switching capabilities (a highly efficient method of transmitting data) of incumbents' local loops and eliminates unbundling of certain fiber-to-the-home (FTTH) loops. FTTH loops are fiber-optic loops that connect directly from carriers' networks to customers' premises. Traditional telephone lines are copper; fiber-optic lines are made of glass and can carry more information over far longer distances than copper. Under the new FCC rules, packet-switching and FTTH loops are not considered UNEs; therefore, our wireline subsidiaries will not be required to sell them to competitors at below-cost UNE prices. However,

incumbents must continue to provide unbundled access to copper-loop and sub-loop lines and in areas where unregulated fiber-optic lines are installed in place of copper-loop lines, incumbents will be required to provide "narrowband service" (to be clarified in the decision text) unbundled access over the fiber-optic lines. Additionally, incumbents may face constraints on retiring copper-loop or sub-loop lines without prior state regulatory approval. Although our evaluation of this requirement depends on the scope and implementation standards included in the text of the FCC's decision, continued operation of copper lines that we would otherwise have retired may increase our future expenses and require us to reduce our future capital expenditure budget.

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

- **UNE Pricing Rules** The decision apparently clarifies two components of the FCC UNE-pricing rules that govern the rates incumbents, such as our wireline subsidiaries, charge competitors for interconnection and leasing portions of the incumbents' telephone networks. First, it recommends that the cost of capital used in calculating UNE prices should reflect the risks associated with a competitive market; and second, it states that the use of accelerated depreciation may present a more accurate measure of calculating economic depreciation. It appears that much of this portion of the decision consists of suggestions rather than mandates and it is not clear the extent to which the states will adhere to these guidelines; therefore, the effects of this portion of the decision on our financial position and results of operations are uncertain at this time.
- **Further Notice of Proposed Rulemaking (FNPR)** The Triennial Review decision opens a FNPR to seek comment on whether the FCC should modify its "pick-and-choose" rule that permits requesting competitive carriers to opt into individual portions of interconnection agreements without accepting all the terms and conditions of the agreements.

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

CAUTIONARY LANGUAGE CONCERNING FORWARD-LOOKING STATEMENTS

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

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

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

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

ITEM 2. PROPERTIES

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

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

ITEM 3. LEGAL PROCEEDINGS

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

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

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

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

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

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

PART II

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

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

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

ITEM 6. SELECTED FINANCIAL AND OPERATING DATA

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

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

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

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

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

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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

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

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

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

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

ITEM 11. EXECUTIVE COMPENSATION

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

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

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

Equity Compensation Plan Information

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

Equity Compensation Plan Information (1)

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

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

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

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

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

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

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

ITEM 14. CONTROLS AND PROCEDURES

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

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

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

	<u>Page</u>
(1) Report of Independent Auditors	*
Financial Statements covered by Report of Independent Auditors:	
Consolidated Statements of Income	*
Consolidated Balance Sheets	*
Consolidated Statements of Cash Flows	*
Consolidated Statements of Shareowners' Equity	*
Notes to Consolidated Financial Statements	*

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

	<u>Page</u>
(2) Financial Statement Schedules:	
II - Valuation and Qualifying Accounts	21

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

(3) Exhibits:

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

Exhibit Number

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

- 10-a Short Term Incentive Plan.
- 10-b Supplemental Life Insurance Plan.
- 10-c Supplemental Retirement Income Plan.
- 10-d Senior Management Deferred Compensation Plan (effective for Units of Participation Having a Unit Start Date Prior to January 1, 1988).
- 10-e Senior Management Deferred Compensation Program of 1988 (effective for Units of Participation Having a Unit Start Date of January 1, 1988 or later).
- 10-f Senior Management Long Term Disability Plan. (Exhibit 10-f to Form 10-K for 1986.)
- 10-g Salary and Incentive Award Deferral Plan.
- 10-h Executive Health Plan, formerly the Supplemental Health Plan.
- 10-i Retirement Plan for Non-Employee Directors. (Exhibit 10-k to Form 10-K for 1997.)
- 10-j Form of Indemnity Agreement, effective July 1, 1986, between SBC and its directors and officers. (Appendix 1 to Definitive Proxy Statement dated March 18, 1987.)
- 10-k Forms of Change of Control Severance Agreements for officers of SBC and certain officers of SBC's subsidiaries (Approved November 21, 1997). (Exhibit 10-n to Form 10-K for 1997.)
- 10-l Stock Savings Plan.
- 10-m 1992 Stock Option Plan. (Exhibit 10-n to Form 10-K for 2001.)
- 10-n Officer Retirement Savings Plan. (Exhibit 10-q to Form 10-K for 1997.)
- 10-o 1996 Stock and Incentive Plan.
- 10-p Non-Employee Director Stock and Deferral Plan.
- 10-q Pacific Telesis Group Deferred Compensation Plan for Nonemployee Directors. (Exhibit 10gg to Form 10-K for 1996 of Pacific Telesis Group (Reg. 1-8609).)

10-q(i) Resolutions amending the Plan, effective November 21, 1997. (Exhibit 10-v(i) to Form 10-K for 1997.)
- 10-r Pacific Telesis Group Outside Directors' Deferred Stock Unit Plan. (Exhibit 10oo to Form 10-K for 1995 of Pacific Telesis Group (Reg. 1-8609).)
- 10-s Pacific Telesis Group 1996 Directors' Deferred Compensation Plan. (Exhibit 10qq to Form 10-K for 1996 of Pacific Telesis Group (Reg. 1-8609).)

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

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

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

(b) Reports on Form 8-K:

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

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

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

Schedule II - Sheet 1

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

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

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

Schedule II - Sheet 2

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

(a) Includes \$364 related to goodwill which is no longer amortized under Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets."

(b) Includes \$277 from the sale of SecurityLink and \$101 transfer to Cingular.

(c) Includes impairment of underlying assets at SecurityLink.

(d) Primarily related to the transfer to Cingular.

(e) Includes \$962 transfer to Cingular and \$670 related to impairment at SecurityLink.

SIGNATURES

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

SBC COMMUNICATIONS INC.

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

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

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

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

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

March 14, 2003

Directors:

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

* by power of attorney

CERTIFICATIONS

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

1. I have reviewed this annual report on Form 10-K of SBC Communications Inc.;
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:
 - a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and
 - c) presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: March 14, 2003

/s/ Edward E. Whitacre Jr.

Edward E. Whitacre Jr.

Chairman and Chief Executive Officer

I, Randall Stephenson, certify that:

- 1. I have reviewed this annual report on Form 10-K of SBC Communications Inc.;**
- 2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;**
- 3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;**
- 4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:**
 - a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;**
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and**
 - c) presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;**
- 5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):**
 - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and**
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and**
- 6. The registrant's other certifying officers and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.**

Date: March 14, 2003

/s/ Randall Stephenson

Randall Stephenson

**Senior Executive Vice President
and Chief Financial Officer**

EXHIBIT 12

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

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

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

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: JULY 19, 2004

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

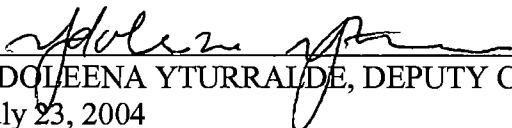
MINUTES:

None.

(3:19)
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THE MEETING ADJOURNED AT 3:18 P.M.

Respectfully submitted:



YDOLEENA YTURRALDE, DEPUTY CITY CLERK
July 23, 2004