

RESOLUTION NO. R-51-2015

**A RESOLUTION CONCERNING THE CITY OF LAS VEGAS,
NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 812
(SUMMERLIN VILLAGE 24) AND APPROVING THE FORM
OF THE DEVELOPMENT AND FINANCING AGREEMENT
WITH THE HOWARD HUGHES COMPANY, LLC.**

WHEREAS, the City of Las Vegas, Nevada (the "City") is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as amended, and the general laws of the State of Nevada; and

WHEREAS, The Howard Hughes Company, LLC (the "Developer"), as the owner of 100% of the assessable property (except for any property owned by the City and except for State, other government, or privately owned property on which easements will be acquired) which lies within a proposed improvement district to be known as the "City of Las Vegas, Nevada, Special Improvement District No. 812 (Summerlin Village 24)" (the "District"), has heretofore presented a written petition (the "Petition") to the City Council of the City (the "Council") requesting the City to initiate the creation of the District and the acquisition, construction and improvement of a street project, storm sewer project, sanitary sewer project, water project, and drainage project therein (the "Project") pursuant to Chapter 271, Nevada Revised Statutes ("NRS") and all laws amendatory thereof and supplemental thereto; and

WHEREAS, the City and the Developer, pursuant to such petition, propose to enter into a Development and Financing Agreement (the "Agreement") for the acquisition, construction and improvement of the Project which contains the terms and conditions required by NRS 271.710 and 271.720; and

WHEREAS, the Council has reviewed the proposed form of the Agreement on file with the City Clerk and has found it to be satisfactory.

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

Section 1. The Council hereby accepts the Petition. The District shall be known as "City of Las Vegas, Nevada, Special Improvement District No. 812 (Summerlin Village 24)".

Section 2. The Agreement is hereby approved in substantially the form on file with the City Clerk, with only such changes therein as are not inconsistent herewith and are approved

by the officers of the City executing the same. The officers of the City are hereby authorized to enter into, execute and deliver the Agreement and the execution and delivery of the same shall constitute conclusive evidence of the City's approval thereof in accordance with the terms hereof.

Section 3. The officers of the City are authorized to take all action necessary to effectuate the provisions of this Resolution.

Section 4. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and the officers of the City directed toward the District and the Project is ratified, approved and confirmed. Passage of this resolution does not obligate the City to enter into the Agreement, create the District, issue bonds therefor, or to give any land use or other approvals to any projects in the District or elsewhere.

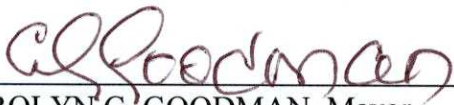
Section 5. All bylaws, orders and resolutions, or parts thereof, in conflict with this Resolution, are repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or resolution, or part thereof, heretofore repealed.

Section 6. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

PASSED AND APPROVED SEPTEMBER 16, 2015.

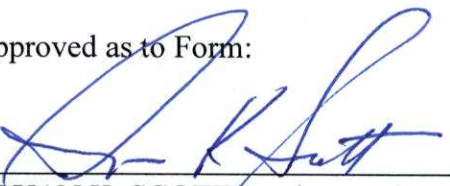
(SEAL)


CAROLYN G. GOODMAN, Mayor

Attest:


LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

 8/31/15
BRYAN K. SCOTT, Assistant City Attorney

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

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

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on September 16, 2015.

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

Mayor:	Carolyn G. Goodman
Council members:	Steven D. Ross
	Lois Tarkanian

Stavros S. Anthony
Bob Coffin
Bob Beers

Those Voting Nay:	None
Those Excused:	Ricki Y. Barlow

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council,

or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

- (i) City Hall
495 S. Main Street
Las Vegas, Nevada
- (ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada
- (iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada
- (iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada
- (v) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

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

6. A copy of such notice so given of the meeting of the Council on September 16, 2015 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this September 16, 2015.

By: LuAnn D. Holmes
LuAnn D. Holmes, MMC, City Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting)



CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 495 SOUTH MAIN STREET · PHONE 702-229-6011

CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov

COUNCIL MEMBERS: CAROLYN G. GOODMAN, MAYOR (At-Large)

COUNCILMAN STEVEN D. ROSS, MAYOR PRO TEM (Ward 6)

LOIS TARKANIAN (Ward 1), RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)

BOB COFFIN (Ward 3), BOB BEERS (Ward 2)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

September 16, 2015

Morning Session begins at 9:00 a.m.

Afternoon Session begins at 1:00 p.m.

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF THE ORDER PRESENTED; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME. BACKUP MATERIAL FOR THIS AGENDA MAY BE OBTAINED FROM LUANN D. HOLMES, CITY CLERK, AT THE CITY CLERK'S OFFICE AT 495 SOUTH MAIN STREET, 2ND FLOOR OR ON THE CITY'S WEBPAGE AT www.lasvegasnevada.gov.

THE MAYOR AND CITY COUNCIL WELCOME YOUR ATTENDANCE, PUBLIC COMMENT RELATED TO THE ITEMS ON THE AGENDA AND CITIZEN PARTICIPATION ON ITEMS UNDER THE JURISDICTION OF THE CITY COUNCIL AT THIS MEETING. IF YOU WISH TO SPEAK, WE RESPECTFULLY ASK YOU TO COMPLETE AND SUBMIT A SPEAKER CARD TO THE CITY CLERK. CARDS ARE AVAILABLE ONLINE, IN THE CLERK'S OFFICE OR AT THE FRONT OF THE CHAMBERS AS YOU ENTER.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS, MADE POSSIBLE THROUGH UNDERWRITING FROM THE LIFE IS BEAUTIFUL FESTIVAL. PLEASE NOTE CUSTOMERS OF CENTURYLINK CAN VIEW THIS PROGRAM IN HIGH DEFINITION ON CHANNEL 1002, AND SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 89.5. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.lasvegasnevada.gov. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 4:30 PM.

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION - DR. S.S. ROGERS, THE GREATER MT. SINAI MRMI, INC.
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF HISPANIC HERITAGE MONTH

7. RECOGNITION OF SYNCHRONIZED SWIMMERS, BILL MAY, CHRISTINA JONES AND KRISTINA LUM UNDERWOOD
8. RECOGNITION OF THE FIFTH ANNUAL CONSTITUTION DAY CELEBRATION
9. RECOGNITION OF THE NORTHWEST CAREER AND TECHNICAL ACADEMY CULINARY PROGRAM

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

10. PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

BUSINESS ITEMS

11. For Possible Action - Any items that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time
12. For possible action to approve the Final Minutes by reference of the July 15 and August 5, 2015 Regular City Council Meetings

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

13. For possible action to approve the ratification of the Commission for the Las Vegas Centennial funding allocation for the production of the 2016 Las Vegas Helldorado Days Parade located on the downtown Fourth Street parade route (\$155,000 - License Plate Revenue) - Ward 5 (Barlow)

CITY ATTORNEY - CONSENT

14. For possible action to approve settlement in City of Las Vegas v. Project Alta III LLC, et al. regarding condemnation of a parcel for the Martin Luther King Boulevard Road Widening Project (\$950,000 - RTC Fund) - Ward 5 (Barlow)

CITY CLERK - CONSENT

15. For possible action to approve the notification of filing of Declarations of Interest in property located in the existing Redevelopment Area and/or Redevelopment Area 2

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

16. For possible action to approve a Parking Lease Agreement between the City of Las Vegas and 200 6th Street, LLC, allowing the City of Las Vegas to manage and operate a 27 space parking lot located at 217 South 6th Street - Ward 3 (Coffin)
17. For possible action to approve a Parking Lease Agreement between the City of Las Vegas and 110 8th Street, LLC, allowing the City of Las Vegas to manage and operate a 19 space parking lot located at 100 North 7th Street - Ward 3 (Coffin)

FINANCE - PURCHASING & CONTRACTS CONSENT

18. For possible action to approve award of Contract No. 160044-TF, Blanket Services Contract for On-Call Independent Cost Estimating (ICE), Bidability & Constructability Review (B&C), CPM Scheduling and Change Order Review Consulting Services - Department of Public Works - Award recommended to: O'CONNOR CONSTRUCTION MANAGEMENT, INC. (Not-to-Exceed \$250,000 - Various Funds)

PLANNING - BUSINESS LICENSING CONSENT

19. For possible action to approve a Medical Marijuana Cultivation Establishment License GREEN LIFE PRODUCTIONS, LLC dba GREEN LIFE PRODUCTIONS, LLC at 1205 South Loop Road - Pahrump
20. For possible action to approve a Beer and Wine Room License TENAYA POINT, LLC dba TENAYA CREEK BREWERY at 831 West Bonanza Road - Ward 5 (Barlow)
21. For possible action to approve an Ancillary Brew Pub License TENAYA POINT, LLC dba TENAYA CREEK BREWERY at 831 West Bonanza Road - Ward 5 (Barlow)
22. For possible action to approve a Tavern License for a Change of Ownership FROM: MEATHEADS TENAYA, LLC TO: MOLLY'S TENAYA, LLC dba MOLLY'S TENAYA at 3250 North Tenaya Way, Suite #100 - Ward 4 (Anthony)
23. For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: O.G. AD ELIADES, LLC & O.G. ELIADES, LLC TO: CJOG OPERATING COMPANY, LLC dba O.G. at 1531 South Las Vegas Boulevard [Christophe M. Jorcin, Managing Member] - Ward 3 (Coffin)
24. For possible action to approve a Tavern License for a Change of Ownership FROM: TJP, A NEVADA LIMITED PARTNERSHIP TO: GUS ESCOBAR, LLC dba MANGO TANGO BAR & GRILL at 2101 South Decatur Boulevard, Suite #1-4 [Jose G. Escobar, Managing Member] - Ward 1 (Tarkanian)
25. For possible action to approve a Temporary Package Liquor License for a Change of Ownership FROM: BMORRIS, INC. TO: NEW BONANZA, LLC dba BONANZA GIFT SHOP at 2400 South Las Vegas Boulevard - Ward 3 (Coffin)
26. For possible action to approve a Package Liquor License NEVADA FINE WINE & SPIRITS, LLC dba TOTAL WINE & MORE at 5720 Centennial Center Boulevard - Ward 6 (Ross)
27. For possible action to approve an Ancillary Alcohol Beverage Tasting Liquor License NEVADA FINE WINE & SPIRITS, LLC dba TOTAL WINE & MORE at 5720 Centennial Center Boulevard - Ward 6 (Ross)
28. For possible action to approve a Package Liquor License LEE & DURANGO, INC. dba LEE'S DISCOUNT LIQUOR at 6690 North Durango Drive - Ward 6 (Ross)
29. For possible action to approve a Restaurant With Alcohol License for a Change of Ownership FROM: GROUND HOG 1, LLC TO: HUSSONG'S SUMMERLIN, LLC dba HUSSONG'S CANTINA at 740 South Rampart Boulevard, Suite #7 - Ward 2 (Beers)
30. For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: TENASAI GROUP, LTD TO: THE TORA, LLC dba HANABAI at 9350 West Sahara Avenue, Suite #150 - Ward 2 (Beers)
31. For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License AZZURRI, LLC dba OMELET HOUSE SUMMERLIN at 2227 North Rampart Boulevard [Ignazio Sessa, Managing Member] - Ward 4 (Anthony)
32. For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: LOUIE & NG ENTERPRISES, INC. TO: LOUIE & NG ENTERPRISES, INC. dba DIAMOND CHINA RESTAURANT at 3909 West Sahara Avenue, Suite #10 [Roget Rong, Owner] - Ward 1 (Tarkanian)
33. For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: HELEN MENEGAKIS TO: MYKONOS GREEK CUISINE, INC. dba MYKONOS GREEK CUISINE, INC. at 9320 Sun City Boulevard, Suite #101 - Ward 4 (Anthony)

34. For possible action to approve a Beer/Wine/Cooler On-Sale License CHIPOTLE MEXICAN GRILL, INC dba CHIPOTLE MEXICAN GRILL at 6211 North Decatur Boulevard, Suite #110 - Ward 6 (Ross)
35. For possible action to approve a Beer/Wine/Cooler On-Sale License BRYZ GUYZ, INC dba BLAZE FAST-FIRED PIZZA at 6211 North Decatur Boulevard, Suite #120 - Ward 6 (Ross)
36. For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: FORZA GROUP, INC. TO: V.P.S. TRADING, INC. dba 24 X 7 MINI MART at 4030 West Charleston Boulevard [Amit Sahgal, Owner] - Ward 1 (Tarkanian)
37. For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: 7-ELEVEN OF NEVADA, INC. TO: GOLD RIVER LIM 168, LLC dba 7-ELEVEN FOOD STORE #17256B at 2220 West Charleston Boulevard [Jones Oliver Lim, Managing Member] - Ward 1 (Tarkanian)
38. For possible action to approve a Beer/Wine/Cooler On-Sale License GAMBLER'S CAFE dba GAMBLER'S CAFE at 800 South Main Street [Allan Silberstang, Owner] - Ward 3 (Coffin)
39. For possible action to approve a Beer/Wine/Cooler On-Sale License BUENAVENTURA QUISPE SEGOVIA dba LIMA LIMON PERUVIAN RESTAURANT at 222 South Decatur Boulevard [Buenaventura Quispe Segovia, Owner] - Ward 1 (Tarkanian)
40. For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: DANIELS ENTERPRISES, INC. TO: GURU RAMDAS, INC. dba STATESIDE EXPRESS at 905 North Las Vegas Boulevard - Ward 5 (Barlow)
41. For possible action to approve a Restricted Gaming License GURU RAMDAS, INC. dba STATESIDE EXPRESS at 905 North Las Vegas Boulevard - Ward 5 (Barlow)
42. For possible action to approve a Restricted Gaming License CENTURY GAMING TECHNOLOGIES db at 7-ELEVEN STORE #13694C at 4800 West Washington Avenue - Ward 5 (Barlow)
43. For possible action to approve a Restricted Gaming License SARTINI GAMING, LLC. db at GRIND MODE ARCO at 2901 North Rancho Drive - Ward 5 (Barlow)
44. For possible action to approve a Restricted Gaming License ECLIPSE GAMING db at AMERICAN LEGION POST #8 at 733 Veterans Memorial Drive [Ronald W. Winchell, Manager] - Ward 5 (Barlow)
45. For possible action to approve a Temporary Massage Establishment License ASIAN PRINCESS MASSAGE, LLC dba PRINCESS MASSAGE at 2212 Paradise Road [Yingbin Fan, Managing Member] - Ward 3 (Coffin)
46. For possible action to approve an Ancillary Massage Establishment License PEARL SKIN STUDIO, INC. dba PEARL SKIN STUDIO at 9580 West Sahara Avenue, Suite #109 [Ekaterina Simonenko, Owner] - Ward 2 (Beers)
47. For possible action to approve an Ancillary Massage Establishment License SHANNON LEE KASTLER dba FAITHFULLY THERAPEUTIC at 6600 West Charleston Boulevard, Suite #126 [Shannon Lee Kastler, Owner] - Ward 1 (Tarkanian)
48. For possible action to approve a One-Day Opening for a Non-Restricted Gaming License CENTURY GAMING TECHNOLOGIES db at ULTRA NEW TOWN TAVERN at 600 Jackson Avenue - Ward 5 (Barlow)
49. For possible action to approve a One-Day Opening for a Non-Restricted Gaming License FIFTH STREET GAMING, LLC db at GOLD SPIKE HOTEL at 217 North Las Vegas Boulevard - Ward 5 (Barlow)
50. For possible action to approve a Pawn Broker License for a Change of Ownership FROM: BDL INVESTMENTS, LLC TO: CSN, INC. dba METRO PAWN at 7960 West Sahara Avenue, Suite #120 - Ward 2 (Beers)

PUBLIC WORKS - CONSENT

51. For possible action to approve Rule 9 Line Extension Agreement No. 29521 Amended and Restated between the City of Las Vegas and Nevada Power Company, d/b/a NV Energy to relocate or alter existing utility facilities of its electrical services for the Historical Westside School Building Rehabilitation project located at 330 West Washington Avenue - Ward 5 (Barlow)

RESOLUTIONS - CONSENT

52. R-51-2015 - For possible action to approve a Resolution concerning a proposed Special Improvement District within the Summerlin area Village 24 and approving the form of the Development and Financing Agreement with The Howard Hughes Company, LLC - Ward 2 (Beers)
53. R-52-2015 - For possible action to approve a Resolution directing the City Engineer to prepare preliminary plans and an assessment plat for Special Improvement District No. 812 - Summerlin Village 24 - Ward 2 (Beers)
54. R-53-2015 - For possible action to approve a Resolution directing the City Engineer to prepare full and detailed plans, cost estimates, and an assessment plat in connection with Special Improvement District No. 812 - Summerlin Village 24 - Ward 2 (Beers)
55. R-54-2015 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and NVDD RP 5, LLC, (Owner) and Ricks Restorations, Inc., (Tenant and CVIP Participant) located at 800 West Mesquite Avenue (APN 139-28-802-001), to be in compliance with and in furtherance of the goals and objectives of the RDA - (Not-to-Exceed \$25,000 - RDA Special Revenue Fund) - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 6 (RA-15-2015)]
56. R-55-2015 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and HOP LLC, (Owner) located at 1310-1316 South Third Street (APN 162-03-105-004), to be in compliance with and in furtherance of the goals and objectives of the RDA - (Not-to-Exceed \$25,000 - RDA Special Revenue Fund) - Ward 3 (Coffin) [NOTE: This item is related to RDA Item 7 (RA-16-2015)]
57. R-56-2015 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Hakaza, LLC, (Owner) and Las Vegas Dentistry, LLC, (Tenant and CVIP Participant) located at 2421 West Charleston Boulevard (APN 162-05-511-010), to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 1 (Tarkanian) [NOTE: This item is related to RDA Item 8 (RA2-1-2015)]

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

58. Report regarding an update on the status of negotiations between the City of Las Vegas and the Las Vegas Police Protective Association Metro, Inc. (LVPPA) - All Wards

PLANNING - BUSINESS LICENSING DISCUSSION

59. Discussion for possible action regarding the approval of a Restricted Gaming License MOLLY'S TENAYA, LLC dba MOLLY'S TENAYA at 3250 North Tenaya Way, Suite #100 - Ward 4 (Anthony)
60. Discussion for possible action regarding the approval of a Restricted Gaming License GOLDEN ROUTE OPERATIONS, LLC dba at O.G. at 1531 South Las Vegas Boulevard - Ward 3 (Coffin)

BOARDS & COMMISSIONS - DISCUSSION

61. Discussion for possible action regarding the appointment of the City of Las Vegas representative to the Public Health Advisory Board, created during the 78th Legislative Session through SB314, to advise the Southern Nevada District Board of Health on matters relating to local public health planning and policy

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

- 62. Bill No. 2015-69 - ABEYANCE ITEM - For Possible Action - Updates LVMC Chapter 11.68 pertaining to the City's Pedestrian Mall. Sponsored by: Councilman Bob Coffin and Councilman Ricki Y. Barlow
- 63. Bill No. 2015-74 - For Possible Action - Updates Code provisions pertaining to the authority and jurisdiction of the City Marshal. Proposed by: Bradford R. Jerbic, City Attorney

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

- 64. Bill No. 2015-71 - Amends the Public Facilities and Services Element of the Las Vegas 2020 Master Plan to update the utility plan regarding transmission line corridors. Proposed by: Tom Perrigo, Director of Planning
- 65. Bill No. 2015-72 - Temporarily waives the business license fee otherwise required of a medical marijuana cultivation facility located outside the City that will supply medical marijuana products to licensed medical marijuana establishments located within the City. Sponsored by: Councilman Bob Coffin
- 66. Bill No. 2015-73 - Amends the City's licensing regulations pertaining to professional promoters to establish a procedure for the issuance of multi-vendor permits for temporary events at certain types of locations. Proposed by: Tom Perrigo, Director of Planning
- 67. Bill No. 2015-75 - Adjusts the treatment of various land uses, including allowing several uses as conditional uses that previously required a special use permit, and allowing certain other uses as permitted uses rather than conditional uses. Sponsored by: Councilman Bob Beers

NEW BILLS

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

- 68. Bill No. 2015-76 - Annexation No. ANX-58983 - Property location: 380 feet north of West Lone Mountain Road on the west side of Janell Drive; Petitioned by: Richmond American Homes of Nevada, Inc., as predecessor-in-interest to current owners; Acreage: 2.05 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony
- 69. Bill No. 2015-77 - Annexation No. ANX-59681 - Property location: south of Washburn Road and west of Grand Canyon Drive; Owner: United States of America; Acreage: 50.05 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross
- 70. Bill No. 2015-78 - Annexation No. ANX-59825 - Property location: on the north side of Bright Angel Way, 300 feet east of Hualapai Way; Petitioned by: Jonathan Aaron Bloom; Acreage: 5.08 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross
- 71. Bill No. 2015-79 - Annexation No. ANX-60363 - Property location: 1785 Leonard Lane; Petitioned by: House Revocable Living Trust; Acreage: 0.62 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow
- 72. Bill No. 2015-80 - Amends the City's alcoholic beverage regulations to repeal provisions pertaining to advertising at certain types of establishments located adjacent to or upon a pedestrian mall. Proposed by: Bradford R. Jerbic, City Attorney

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

PLANNING

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION.

PLANNING - ONE MOTION/ONE VOTE

THE FOLLOWING ARE ITEMS THAT MAY BE CONSIDERED IN ONE MOTION/ONE VOTE. THEY ARE CONSIDERED ROUTINE NON-PUBLIC AND PUBLIC HEARING ITEMS. ALL PUBLIC HEARINGS AND NON-PUBLIC HEARINGS WILL BE OPENED AT ONE TIME. ANY PERSON REPRESENTING AN APPLICATION OR A MEMBER OF THE PUBLIC OR A MEMBER OF THE CITY COUNCIL NOT IN AGREEMENT WITH THE CONDITIONS AND ALL STANDARD CONDITIONS FOR THE APPLICATION RECOMMENDED BY STAFF, SHOULD REQUEST TO HAVE THAT ITEM REMOVED FROM THIS PART OF THE AGENDA.

74. RQR-57987 - ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: SUN INVESTMENTS, LLC - For possible action on a request on a Required Review of an approved Variance (V-0066-97) THAT ALLOWED AN EXISTING 55-FOOT TALL, NONCONFORMING OFF-PREMISE SIGN TO BE RAISED TO A HEIGHT OF 85 FEET, WHICH IS 60 FEET ABOVE THE FREEWAY GRADE WHERE 30 FEET ABOVE THE ELEVATED GRADE IS THE MAXIMUM HEIGHT ALLOWED; AND THAT ALLOWED THE SIGN TO BE A DISTANCE OF 520 FEET FROM AN EXISTING OFF-PREMISE SIGN AND 30 FEET FROM A "R" DESIGNATED ZONING DISTRICT WHERE 750 FEET AND 300 FEET ARE THE MINIMUM SEPARATION DISTANCE REQUIRED at 616 "H" Street (APN 139-27-310-069), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.
75. RQR-58974 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: W M C PAVILIONS, LLC, ET AL - For possible action on a request for a Required Review of an approved Rezoning (Z-0100-97) FOR FIVE EXISTING OFF-PREMISE SIGNS on property bounded by U.S.95, I-15 and Grand Central Parkway (APNs 139-33-511-004; 139-33-511-011; 139-33-610-014; and 139-27-410-005), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.
76. RQR-58977 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: GES FAMILY, LP - For possible action on a request for a Required Review of an approved Special Use Permit (U-0065-92) FOR AN EXISTING 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN on the west side of the Oran K. Gragson Highway (US-95), south of Vegas Drive (APN 138-27-501-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.
77. RQR-58978 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: Z J & R PROPERTIES, LLC - For possible action on a request for a Required Review of an approved Special Use Permit (U-0043-94) FOR AN EXISTING 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 3920 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.
78. RQR-58982 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: PRECEDENT PROPERTIES, LLC, ET AL - For possible action on a request for a Required Review of an approved Special Use Permit (U-0080-96) FOR TWO EXISTING 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGNS adjacent to the east side of Rancho Drive, south of Coran Lane (APN 139-19-705-001), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

79. EOT-60638 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC - For possible action on a request for an Extension of Time FOR A NON-CONFORMING GAMING ESTABLISHMENT NON-RESTRICTED at 899 Fremont Street (APNs 139-34-612-056 and 027) C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.
80. EOT-60639 - EXTENSION OF TIME RELATED TO EOT-60638 - NONCONFORMING - PUBLIC HEARING - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC - For possible action on a request for an Extension of Time FOR A NONCONFORMING LIQUOR ESTABLISHMENT (TAVERN) USE at 899 Fremont Street (APNs 139-34-612-056 and 027) C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.
81. SUP-59941 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LE PHO - OWNER: DK JUHL, LLC - For possible action on a request for a Special Use Permit FOR A 2,557 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE WITH 240 SQUARE FEET OF OUTDOOR SEATING AREA at 353 East Bonneville Avenue, Suite #115 (APN 139-34-312-006), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-59886]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.
82. SDR-59931 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER - For possible action on a request for a Site Development Plan Review FOR TWO PROPOSED COMMERCIAL BUILDINGS TOTALING 18,611 SQUARE FEET on 12.61 acres at the northeast corner of Rancho Drive and Sahara Avenue (APN 162-04-412-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-59876]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PLANNING - DISCUSSION

83. SDR-59930 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: HAMID PANAHI - OWNER: 4631 W S M, LLC - For possible action on a request for a Major Amendment to Aesthetic Review (AR-0013-96) TO REDESIGN THE PARKING LOT WITH A WAIVER TO ALLOW A ZERO-FOOT WIDE LANDSCAPE BUFFER ALONG THE EAST PROPERTY LINE WHERE FIVE FEET WAS PREVIOUSLY REQUIRED on 1.40 acres at 3900 North Rancho Drive (APN 138-12-110-012), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-59778]. Staff recommends DENIAL. The Planning Commission (3-3 vote) has NO RECOMMENDATION.
84. ROC-58617 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: ENTERPRISE RENT-A-CAR - OWNER: 4631 WSM, LLC - For possible action on a request for a Review of Condition of an approved Special Use Permit (U-0021-98) TO DELETE CONDITION #3 WHICH STATES, "NO MORE THAN 5 PASSENGER AUTOMOBILES FOR RENTAL PURPOSES SHALL BE LOCATED ON THIS SITE AT ANY ONE TIME" AND TO DELETE CONDITION #4 WHICH STATES, "THE RENTAL VEHICLES SHALL BE STORED IN THE REAR PARKING AREA ONLY" at 3900 North Rancho Drive, Suite #108 (APN 138-12-110-012), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-58159]. Staff recommends DENIAL.
85. GPA-59527 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: ADAVEN HOMES - OWNER: DECISIVE PURSUIT, LLC - For possible action on a request for a General Plan Amendment FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: R (RURAL DENSITY RESIDENTIAL) on 5.00 acres at 9704 West Alexander Road (APN 138-06-401-006), Ward 4 (Anthony) [PRJ-59467]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.
86. ZON-59529 - ABEYANCE ITEM - REZONING RELATED TO GPA-59527 - PUBLIC HEARING - APPLICANT: ADAVEN HOMES - OWNER: DECISIVE PURSUIT, LLC - For possible action on a request for a Rezoning FROM: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 5.00 acres at 9704 West Alexander Road (APN 138-06-401-006), Ward 4 (Anthony) [PRJ-59467]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.
87. TMP-59532 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO GPA-59527 AND ZON-59529 - GRAND CANYON AND ALEXANDER - PUBLIC HEARING - APPLICANT: ADAVEN HOMES - OWNER: DECISIVE PURSUIT, LLC - For possible action on a request for a Tentative Map FOR A 12-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 5.00 acres at 9704 West Alexander Road (APN 138-06-401-006), R-PD2 (Residential Planned Development - 2 Units Per Acre) [PROPOSED: R-D (Single Family Residential-Restricted), Ward 4 (Anthony) [PRJ-59467]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

88. GPA-59210 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: HAFEN I, LLC - For possible action on a request for a General Plan Amendment FROM: RNP (RURAL NEIGHBORHOOD PRESERVATION) TO: M (MEDIUM DENSITY RESIDENTIAL) on 0.48 acres at 3316 Valley Lane (APN 139-20-310-025), Ward 5 (Barlow) [PRJ-59167]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.
89. ZON-59212 - REZONING RELATED TO GPA-59210 - PUBLIC HEARING - APPLICANT/OWNER: HAFEN I, LLC - For possible action on a request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 0.48 acres at 3316 Valley Lane (APN 139-20-310-025), Ward 5 (Barlow) [PRJ-59167]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.
90. ZON-60071 - REZONING - PUBLIC HEARING - APPLICANT: ADAVEN HOMES - OWNER: JANSEN FAMILY TRUST - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) ZONE [L (LOW DENSITY RESIDENTIAL) - TOWN CENTER LAND USE DESIGNATION] TO: T-C (TOWN CENTER) ZONE on 3.75 acres at the southeast corner of Wittig Avenue and Tee Pee Lane (APN 125-19-501-015), Ward 6 (Ross) [PRJ-59995]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.
91. WVR-60072 - WAIVER RELATED TO ZON-60071 - PUBLIC HEARING - APPLICANT: ADAVEN HOMES - OWNER: JANSEN FAMILY TRUST AND VISTA VERDE HOLDINGS, LLC - For possible action on a request for a Waiver TO ALLOW A 157-FOOT EXTERNAL INTERSECTION OFFSET WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED on 4.59 acres at the southeast corner of Wittig Avenue and Tee Pee Lane (APNs 125-19-501-015 and 027), T-C (Town Center) Zone [L-TC (Low Density Residential - Town Center) Special Land Use Designation] and U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center)], Ward 6 (Ross) [PRJ-59995]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.
92. VAC-60073 - VACATION RELATED TO ZON-60071 AND WVR-60072 - PUBLIC HEARING - APPLICANT: ADAVEN HOMES - OWNER: JANSEN FAMILY TRUST AND VISTA VERDE HOLDINGS, LLC - For possible action on a request for a Petition to Vacate U.S. Government Patent Easements on the southeast corner of Wittig Avenue and Tee Pee Lane, Ward 6 (Ross) [PRJ-59995]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.
93. SDR-60074 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-60071, WVR-60072, VAC-60073 - PUBLIC HEARING - APPLICANT: ADAVEN HOMES - OWNER: JANSEN FAMILY TRUST AND VISTA VERDE HOLDINGS, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 25-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT WITH A WAIVER OF THE TOWN CENTER STREETSCAPE STANDARDS ALONG TEE PEE LANE, DORRELL LANE AND WITTIG AVENUE on 4.59 acres at the southeast corner of Wittig Avenue and Tee Pee Lane (APNs 125-19-501-015 and 027), T-C (Town Center) Zone [L-TC (Low Density Residential - Town Center) Special Land Use Designation] and U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center)], Ward 6 (Ross) [PRJ-59995]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.
94. TMP-60075 - TENTATIVE MAP RELATED TO ZON-60071, WVR-60072, VAC-60073 AND SDR-60074 - TEE PEE & DORRELL - PUBLIC HEARING - APPLICANT: ADAVEN HOMES - OWNER: JANSEN FAMILY TRUST AND VISTA VERDE HOLDINGS, LLC - For possible action on a request for a Tentative Map FOR A 25-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 4.59 acres at the southeast corner of Wittig Avenue and Tee Pee Lane (APNs 125-19-501-015 and 027), T-C (Town Center) Zone [L-TC (Low Density Residential - Town Center) Special Land Use Designation] and U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center)], Ward 6 (Ross) [PRJ-59995]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.
95. VAR-59486 - VARIANCE - PUBLIC HEARING - APPLICANT/ OWNER: 1701 EAST OAKLEY, LLC - For possible action on a request for a Variance TO ALLOW ZERO PARKING SPACES WHERE 27 SPACES ARE REQUIRED FOR A PUBLIC SCHOOL, PRIMARY USE on 1.25 acres located at 1701 East Oakley Boulevard (APN 162-02-209-001), R-1 (Single Family Residential) Zone, Ward 3 (Coffin) [PRJ-59402]. The Planning Commission (6-1 vote) recommends DENIAL. Staff recommends APPROVAL.
96. SUP-59487 - SPECIAL USE PERMIT RELATED TO VAR-59486 - PUBLIC HEARING - APPLICANT/ OWNER: 1701 EAST OAKLEY, LLC - For possible action on a request for a Special Use Permit FOR A PUBLIC SCHOOL, PRIMARY USE at 1701 East Oakley Boulevard (APN 162-02-209-001), R-1 (Single Family Residential), Ward 3 (Coffin) [PRJ-59402]. The Planning Commission (6-1 vote) recommends DENIAL. Staff recommends APPROVAL.

97. SUP-59934 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: STRATORISE SOUTH, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 245-FOOT TALL BUILDING WITHIN THE McCARRAN AIRPORT OVERLAY DISTRICT at 1801 South Las Vegas Boulevard (APN 162-03-310-006), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-59247]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.
98. SDR-59933 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-59934 - PUBLIC HEARING - APPLICANT/OWNER: STRATORISE SOUTH, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 22-STORY MIXED-USE DEVELOPMENT CONSISTING OF 232 CONDOMINIUM UNITS AND 8,000 SQUARE FEET OF RETAIL SPACE on 0.69 acres at 1801 South Las Vegas Boulevard (APN 162-03-310-006), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-59247]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.
99. SUP-59938 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: WESTCARE FOUNDATION, INC. - For possible action on a request for a Special Use Permit FOR AN 87-BED CONVALESCENT CARE FACILITY/NURSING HOME at the southwest corner of Duncan Drive and Bradley Road (APN 138-12-110-056), R-E (Residence Estates) Zone, Ward 5 (Barlow) [PRJ-59888]. The Planning Commission (5-2 vote) and Staff recommend APPROVAL.
100. SDR-59939 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-59938 - PUBLIC HEARING - APPLICANT/OWNER: WESTCARE FOUNDATION, INC. - For possible action on a request for a Site Development Plan Review FOR A PROPOSED SINGLE-STORY, 87-BED, 57,999 SQUARE-FOOT CONVALESCENT CARE FACILITY/NURSING HOME on approximately 5.00 acres at the southwest corner of Duncan Drive and Bradley Road (APNs 138-12-110-056 and a portion of 138-12-210-036), R-E (Residence Estates) Zone and C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-59888]. The Planning Commission (5-2 vote) and Staff recommend APPROVAL.
101. RQR-58972 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, INC. - OWNER: CITY OF LAS VEGAS REDEVELOPMENT AGENCY - For possible action on a request for a Required Review of an approved Special Use Permit (U-0068-86) FOR AN EXISTING 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 500 South Las Vegas Boulevard (APN 139-34-311-152), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.
102. SUP-59925 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LA CASITA DE DONA MACHI - OWNER: E & S CENTER II, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER ON-SALE ESTABLISHMENT USE WITHIN AN EXISTING 1,310 SQUARE-FOOT RESTAURANT WITH A WAIVER TO ALLOW A 312-FOOT DISTANCE SEPARATION FROM A CITY PARK WHERE 400 FEET IS REQUIRED at 2407 South Eastern Avenue (APN 162-01-401-008), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-59735]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

SET DATE

103. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

CITIZENS PARTICIPATION

104. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND 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

COUNCIL MEMBER RECOGNITION

105. COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

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

City Hall, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
City of Las Vegas Development Services Center, 333 North Rancho Drive

When Recorded, Return To:
John O. Swendseid
Sherman & Howard L.L.C.
3960 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169

(Space above this line for Recorders Use)

DEVELOPMENT AND FINANCING AGREEMENT

FOR

SPECIAL IMPROVEMENT DISTRICT NO. 812

(SUMMERLIN VILLAGE 24)

BETWEEN

CITY OF LAS VEGAS, NEVADA

AND

THE HOWARD HUGHES COMPANY, LLC

DEVELOPMENT AND FINANCING AGREEMENT

This Development and Financing Agreement (this "Agreement"), dated as of September 16, 2015, is between the **CITY OF LAS VEGAS, NEVADA** (the "City"), a municipal corporation of the State of Nevada (the "State") and **THE HOWARD HUGHES COMPANY, LLC**, a Delaware limited liability company (the "Developer").

WITNESETH:

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 271.710, the City Council of the City (the "Council") may enter into a written agreement with the owner of all assessable property within a proposed special improvement district containing the provisions stated herein; and

WHEREAS, the Developer represents and warrants that it is the sole legal owner of all of the assessable property (the "Property") located within the proposed City of Las Vegas, Nevada, Special Improvement District No. 812 (Summerlin Village 24) (the "District") (a legal description of the boundaries of which is attached hereto as Exhibit A) and that there are no liens or encumbrances on the Property except those noted on Exhibit B; and

WHEREAS, the Developer has filed a petition with the City to form the District; and

WHEREAS, the Council has authorized City staff to negotiate the form of this Agreement with representatives of the Developer; and

WHEREAS, the Developer proposes to construct and acquire certain improvements and to transfer those improvements to the City or other appropriate governments on the terms and conditions provided herein, a description of which improvements is attached hereto as Exhibit D, together with a list of the plans and specifications therefor attached hereto as Exhibit C (such improvements, including the land on which they are located and all appurtenances are referred to in this Agreement as the "Project"); and

WHEREAS, the parties hereto propose to finance the Project pursuant to Chapter 271 of Nevada Revised Statutes ("NRS"), including NRS 271.710 through 271.730, through the issuance of bonds (the "Bonds") payable from special assessments levied against assessable property in the District; and

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

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

ARTICLE 1
CONSTRUCTION

1.1 Project.

A. **Construction and Transfer of Project.** The Developer agrees to construct the Project in accordance with the full and detailed plans and specifications therefor, which are listed on Exhibit C hereto and are on file with the City Clerk, in accordance with the schedule set forth on Exhibit D hereto, which sets forth the anticipated date for the commencement and completion of the construction of each phase of the Project and the estimated cost of the respective phases. The City shall not be required to accept or pay for any phase of the Project unless final construction drawings and specifications for that phase have been submitted to the City and the City, in its sole discretion, has approved such final construction drawings and specifications and any amendments and addenda thereto, and unless that phase is constructed in accordance with such approved final construction drawings and specifications and any approved amendments and addenda thereto. If the City disapproves any final construction drawings and specifications or amendments thereto, it shall provide the reason therefor to the Developer and the City and the Developer will meet to discuss changes which may be necessary to obtain City approval thereof. Within 10 days of the final inspection of and agreement to accept each phase of the Project by the City, the Developer shall transfer to the City or, if directed by the City, to the Las Vegas Valley Water District ("LVVWD"), the Nevada Department of Transportation, or other governmental entity (the "Applicable Government"), title in a form reasonably acceptable to the City or the Applicable Government to that phase of the Project, except for those portions of the real property on which that phase of the Project is located which are owned in fee by the City or the Applicable Government.

B. Title. At the time of transfer of title to any phase of the Project, the Developer will warrant that it has title thereto and that such phase of the Project is not subject to any mortgage, security interest, mechanics lien or any other encumbrances, except as shown on a preliminary title report with respect thereto which shall be delivered to the City or the Applicable Government for its review and approval at least 20 days prior to the transfer of title to the City or the Applicable Government. In the event the City or the Applicable Government does not approve the preliminary title report, the City or the Applicable Government shall not be obligated to accept title from the Developer and the City shall not be obligated to pay the Developer for such phase of the Project until the Developer has cured all objections to title to that phase of the Project to the satisfaction of the City or the Applicable Government. The City or the Applicable Government shall be entitled to disapprove the preliminary title report only if it reveals a matter which, in the reasonable judgment of the City or the Applicable Government, could materially affect the City's or the Applicable Government's use and enjoyment of any part of the phase of the Project covered by the preliminary title report. The City or the Applicable Government shall notify the Developer of any objections to the preliminary title report within 20 days of receipt thereof. At the time of transfer of title, the Developer shall provide written lien releases from any contractor, subcontractor or materialman, or any other person who might have the right to file a mechanics lien on the property being transferred. The Developer agrees to defend the City's or the Applicable Government's title to the property being transferred against any claim of encumbrance whatsoever arising by or through the Developer or any of its predecessors in title or which is caused or created by the Developer, including any mechanics liens asserted in connection with the construction of the Project or the Developer's development of its property in the District.

C. Warranty of Workmanship and Materials. The Developer at the time of transfer of title shall warrant that the improvements have been constructed in accordance with the plans and specifications therefor which are listed on Exhibit C hereof, and all amendments and addenda thereto which have been approved by the City or the Applicable Government and the Developer and the specifications described in Section 1.1.D. below. The Developer agrees to remedy any defects in any phase of the Project and pay for any damage to other work resulting therefrom, which shall appear within 1 year from the date of transfer of title of that phase of the Project to the City or the Applicable Government.

D. Construction Specifications. The construction work performed pursuant to this Agreement is subject to the following additional specifications:

(1) The current edition of the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements, Clark County Area, Nevada, (the "Standard Specifications"), and the Uniform Standard Drawing for Public Works' Construction, Clark County Area, Nevada (the "Standard Drawings"). Standard Specifications and Standard Drawings are on file in the office of the City Engineer at the City Hall, 495. S. Main St., Las Vegas, Nevada and may be examined there without charge. The Standard Specifications may be purchased from the Regional Transportation Commission, 600 South Grand Central Parkway, Suite 350, Las Vegas, Nevada 89101;

(2) Summerlin Improvement Standards, Revised, September 15, 1999, on file with the City Department of Public Works, and any other revisions, additions or supplements thereto.

(3) The Supplemental General Conditions which are attached hereto as Exhibit E.

(4) The special conditions which are attached as Exhibit F.

E. Prevailing Wages. Pursuant to NRS 271.710(1), the Council need not comply with the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements, including, without limitation, chapters 332, 338 and 339 of the NRS except that NRS 338.010 to 338.090, inclusive, shall apply to any construction work to be performed under any contract relating to the District. A copy of the prevailing wage act for public works currently in effect in the State of Nevada for Clark County is attached as Exhibit G. The Developer agrees to attach a copy of the prevailing wage act for public works in effect on the date of execution of any contract entered into with a subcontractor with respect to the construction of all or any portion of a phase of the Project to its contract with such subcontractor. The Developer is responsible for providing the State Labor Commission with all information required by NRS 338.010 to 338.090, and otherwise responsible for all compliance requirements of those provisions of the NRS. For the avoidance of doubt, this provision prohibits the City from using Bond proceeds to pay for any portion of any phase of the Project if any portion of such phase of the Project was not constructed in accordance with NRS 338.010 to 338.090.

F. Cost Estimates. At the time of commencement of construction of any phase of the Project as outlined in Exhibit D, the Developer shall furnish the City with an updated estimate of the cost of constructing that phase of the Project, in a form and substance satisfactory to the City. In addition, at the time any contract or change order is executed in connection with the construction of any phase of the Project, if as a result thereof, the estimate of the cost of the phase of the Project previously furnished increases, the Developer shall furnish the City with another updated estimate of such cost, in a form and with substance satisfactory to the City. If the updated estimated cost of that phase exceeds the smaller of (i) the price of that phase as shown on Exhibit D plus any allocation of Bond proceeds available therefor because of a cost underrun on another phase or (ii) the amount of the proceeds of the Bonds available to pay the cost of that phase of the Project, as reasonably determined by the City taking into account any allocation of such Bond proceeds to the Project and to other phases of the Project, the Developer shall furnish to the City a payment and performance bond in an amount equal to the amount of such excess at the time of commencement of construction on that phase of the Project. That bond shall remain in effect until acceptance of that phase of the Project by the City or the Applicable Government.

G. Payments for Project. Subject to the immediately succeeding sentence, the City shall pay to the Developer for each phase of the Project, the purchase price of that phase as listed in Exhibit D at the time of transfer of title to that phase of the Project to the City or the Applicable Government provided that the City shall be obligated to pay such purchase price solely from the available proceeds of the Bonds, if any. At no time shall the aggregate amount paid by the City to the Developer pursuant to this Agreement exceed the reasonable actual costs to the Developer of the portions of the Project theretofore acquired and then being acquired, as reasonably determined by the City with reference to its prior experience with similar types of construction or otherwise. No payment shall be made for any phase of the Project which includes facilities to be transferred to an Applicable Government until those facilities are accepted by the Applicable Government. If the reasonable actual costs of a phase of the Project as reasonably approved by the City exceeds the price therefor as listed in Exhibit D, the City shall be obligated to pay such difference only if and to the extent that Bond proceeds are available to pay such excess because the aggregate City and Developer Incidental Expenses are less than the aggregate stated in Section 1.4, or the price paid for another phase of the Project

that has already been completed and accepted by the City is less than the price listed for that phase of the Project as listed on Exhibit D or any combination of such factors.

H. Failure to Construct. In the event the Developer does not build a phase of the Project in accordance with the approved final construction drawings and specifications and any amendments and addenda thereto mentioned in subsection A above, or is late in completing a phase of the Project, the City may, at its option, proceed to build, complete, or rebuild as necessary that phase of the Project so that when completed that phase will be constructed in accordance with the approved final construction drawings and specifications and any amendments or addenda thereto. If the City elects to proceed in the manner described in the immediately preceding sentence, the Developer agrees to promptly transfer to the City, upon demand of the City, any real property, easements, or other real property rights then owned by the Developer necessary for the City to build, complete, or rebuild as necessary such phase of the Project. (Also, if not then prepared, the City may proceed to prepare such final construction drawings and specifications in accordance with the plans and specifications listed on Exhibit C hereto.) The City may apply the proceeds of the Bonds and amounts derived from any payment and performance bond or guarantee bond applicable to that phase of the Project to the costs of such building, completing or rebuilding (and of preparing construction drawings and specifications, if necessary). The price to be paid to the Developer as listed on Exhibit D for any phase of the Project which is built, completed or rebuilt, or for which construction drawings and specifications are prepared, under this subsection shall be reduced by the amount applied by the City to that phase of the Project pursuant to this subsection. If these amounts are insufficient, the City shall make demand on the Developer to pay the amount of the insufficiency and the Developer shall immediately pay the City the amount of the insufficiency. The Developer will be treated as being late in completing any phase of the Project if either (i) that phase of the Project has not been completed within the earlier of twelve months after a lot is sold in the District to a person who intends to use the lot for his or her residence, which lot is dependent for issuance of a certificate of occupancy on the incomplete improvement or eighteen months (or such longer period to which the parties hereto agree in writing) after a final subdivision map is recorded for any property in the District which requires the installation of any of the improvements which are contemplated to be installed in that phase of the Project, or (ii) that phase of the Project or any portion thereof has not been completed by the date on which

completion thereof was required in any permit issued by any governmental agency (including the City) to the Developer or any other owner or developer of property in the District. Notwithstanding the foregoing, Developer shall not be deemed late in completing any phase of the Project under clause (ii) above to the extent that construction thereof is delayed as a result of occurrences beyond the control and without the fault or negligence of Developer, including without limitation, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, war, insurrection, sabotage, laws or orders of governmental, civil or military authorities, governmental restrictions and moratoria, riot, civil commotion and unavoidable casualty. In the event the Developer is delayed by such occurrences, the time within which the Developer must complete such phase of the Project shall be extended by a reasonable period of time not less than the actual number of days that Developer was delayed as a result of such occurrences, provided that the Developer recommences the construction of such phase at the earliest possible date following the cessation of such occurrence and proceeds with due diligence toward the completion thereof.

I. Cost Overruns. The Developer is responsible for the payment of and agrees to pay all costs of construction which exceed the amount available for that purpose from the proceeds of Bonds. It is presently estimated that the Developer will be required to pay \$5,000,000 pursuant to this subsection. When the sum of the amounts paid to the Developer pursuant to Section 1.5 hereof together with the amounts requested to be paid pursuant to Section 1.5 hereof equals or exceeds ninety percent of the original principal amount of the Bonds, the Developer shall furnish the City a payment and performance bond or, in the discretion of the Developer, cash in an amount equal to the amount of the excess of the estimated costs of constructing the remaining phases of the Project over the amount of Bond proceeds available for such purpose.

J. Completion of Project. In order to assist the City in complying with its obligations under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Developer hereby represents that it reasonably expects to submit reimbursable costs to the City pursuant to the provisions hereof in such time as will permit the City to expend not less than 85% of the net sale proceeds of any Bonds issued to finance the Project (or any portion thereof) within three years of the date of issuance of such Bonds.

1.2 Excess Bond Proceeds. In the event all of the construction of the Project is complete, accepted and payment therefor has been made in full by the City pursuant to Section 1.1 hereof, and all of the City's and Developer's Incidental Costs have been paid pursuant to Section 1.4 hereof, and there remain unexpended proceeds of the Bonds (including interest earned on such proceeds) which are not needed for any purpose related to the Project, the assessments or the Bonds, as determined by the City, the City and the Developer may, by agreement, amend the Project to include any other subprojects eligible for financing under Chapter 271 of NRS and the City's guidelines that benefit the property assessed in the District and such unexpended Bond proceeds may be expended on such additional subprojects. If no such amendment is made or if after such an amendment, there still remains unexpended Bond proceeds, these unexpended proceeds shall be applied as soon as is reasonably possible to redeem Bonds.

1.3 Oversizing.

A. **Water Line Oversizing.** The City shall not pay for any oversizing of water lines the cost of which is to be reimbursed to the Developer by LVVWD under any agreements between LVVWD and the Developer. The Developer agrees not to include the costs of any such oversizing in its cost estimates or final costs for any phase of the Project.

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

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

A. **Developer Incidental Expenses.** The Developer shall be entitled to be reimbursed from Bond proceeds for the actual costs of the following estimated Incidental Expenses incurred and paid by the Developer, up to an amount of not exceeding \$437,500 (unless additional amounts are available from cost underruns on the Project or the City's Incidental Expenses): engineering expenses (estimated at \$50,000); legal expenses (estimated at \$15,000); cost of Phase I Environment Report (estimated at \$8,800); other non-construction costs associated with the District (estimated at \$13,500); and the deposit of \$350,000 made by the

Developer for City's costs. The City will, upon presentation of evidence of payment of the foregoing expenses by the Developer and approval thereof by the City, pay to the Developer the cost incurred, but only from the available proceeds of the Bonds.

B. City Incidental Expenses. The City shall be entitled to pay the following Incidental Expenses directly from the proceeds of the Bonds and the deposit of \$350,000 made by the Developer for City costs, and any other monies provided to the City by the Developer for that purpose: (1) the cost of funding a reserve fund in the amount provided in Ordinance of the City authorizing the Bonds (the "Bond Ordinance"); (2) the fees and expenses of the assessment engineer and the cost to the City of that firm's services for construction inspection and testing (estimated to be \$485,000, which will be paid as the acquisition of the Project takes place, based on actual invoices received); (3) the City's cost of issuing the bonds, which is estimated to be \$714,000 and which includes the estimated fees and expenses of bond counsel (\$95,000), the trustee (\$6,500), the assessment collection agent (\$3,000), and financial consultant (\$42,000), the estimated cost of official statement printing and mailing (\$2,500), the other costs listed in the purchase contract for the bonds to be paid by the City including the estimated underwriter's discount (\$550,000), and the City's other actual expenses in connection with the issuance of the Bonds (\$15,000); (4) the estimated amount of the City's other costs of creating the District and administering the acquisition and construction of the Project, including legal expenses (\$150,000); and (5) the costs of appraisal and absorption study for the District (estimated at \$60,000). If the deposit made by the Developer for City costs and the available Bond proceeds are not sufficient to pay the City's Incidental Expenses, the Developer shall, at the request of the City, pay the amounts needed.

1.5 Method of Payment. Payments made to the Developer, whether for the cost of a phase of the project or for reimbursement of Incidental Expenses (as described in Section 1.4.A.), shall be made only on execution of a request for such payment signed by the Developer in the form attached as Exhibit L, by check or draft made out to the party designated in and mailed as provided in the form found at Exhibit L. The City shall not be obligated to make any payment if after such payment the amount of Bond proceeds remaining is less than ten percent of the original principal amount of the Bonds unless the Developer has complied with Section 1.1.I. hereof.

1.6 **City Authorized to Pay.** The City is authorized to directly pay all expenses listed in Section 1.4.B., without further authorization from the Developer, and shall provide to the Developer, at its request, with a copy of any invoice received with respect to those costs, or in the case of internal costs, other evidence of those costs.

ARTICLE 2

ASSESSMENTS; BONDS.

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

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

2.3 **Assessment Roll.** The City will levy assessments against all the property in the District as provided in the assessment ordinance, and the amount of the assessments against each parcel of property in the District will not exceed that listed in the assessment roll attached hereto as Exhibit I. The final amount of the assessment against each parcel shall be determined in the sole discretion of the City based upon the information provided by the Developer pursuant to Section 1.7 hereof.

2.4 **Assessment Installments.** Pursuant to NRS 271.405(2), the Developer hereby elects to pay the assessments against all the property in the District in installments, with interest thereon as provided in the assessment ordinance. There will be forty (40) substantially equal semiannual installments due, which substantially equal semiannual installments will

include principal and interest. The Developer waives the right to pay the whole assessment within 30 days after the effective date of the assessment ordinance. The Developer agrees that its Property is benefitted by an amount at least equal to the assessments to be levied thereon from the construction of that portion of the Project that can be financed with the net proceeds of the Bonds (presently expected to be approximately \$26,000,000).

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

2.6 Installment Due Dates. Assessment installments shall bear interest at the rate specified as provided in Section 2.5 hereof from the date specified in the assessment ordinance, until paid in full. Forty (40) fully amortized assessment installments of principal and interest will be due on April 1 and October 1 of each year, commencing and ending on the dates set forth in the assessment ordinance to be hereafter adopted. The assessments will otherwise be payable as provided in the assessment ordinance. The payment dates and amounts of the installments may be altered and other terms of payment on the assessment may be changed as is provided in the assessment ordinance in the case of a refunding of the Bonds.

2.7 Bond Reserve. A reserve fund (the "Bond Reserve") in an amount as specified in the Bond Ordinance, to be hereafter adopted, will be created with the proceeds of the Bonds. The Bond Reserve will be used as additional security for the Bonds to pay any principal and interest on the Bonds when due, if the payments of the assessment installments are insufficient for that purpose, and the Bond Reserve and any interest and investment thereon will otherwise be used as provided in the Bond Ordinance. The City may amend the City Documents to provide for other uses of the Bond Reserve in connection with a refunding of the Bonds and the owners of the property assessed in the District have no entitlement to any amounts in the Bond Reserve.

2.8 Waiver. The Developer agrees that all of the property owned by it in the District is benefited by the improvements proposed to be acquired and constructed in the District by an amount at least equal to the maximum amount proposed to be assessed against those properties listed in the assessment roll attached as Exhibit I, agrees to the City's assessing those properties in the amounts listed in the assessment roll and waives any and all formalities required by the laws of the United States and the State of Nevada in order to impose such assessments. The Developer consents and agrees to the assessments listed in the assessment roll for the District and agrees that those assessments may be made regardless of whether any or all of the improvements proposed to be acquired and constructed as described herein are in fact acquired and constructed or any provisions of Article 3 hereof are followed and agrees that the City may proceed to collect and enforce the assessments in the manner described herein and in the City Documents regardless of whether it completes the acquisition or construction of the improvements or complies with Article 3 hereof. The Developer waives all powers, privileges, immunities and rights as against the City or the District arising from or following from irregularities or defects, if any, occurring in connection with or ensuing from the actions, proceedings, matters and things heretofore taken or hereafter to be taken had and done by the City, the City Council and the officers of the City (including, without limitation, the proper description of all property which the Developer may own within the District and the giving of proper notices of the proceedings relating to the District) concerning the creation of the District and the levying of special assessments to defray the cost and expenses of the improvements in the District. The Developer consents and agrees to be bound and consents and agrees that all property in the District owned by the Developer be bound and be subject to the assessment lien as thoroughly and effectively as if all actions, proceedings, notices, matters and things had been taken and done free from irregularities. The Developer also represents and warrants that in the Developer's reasonable opinion that the market value of each parcel owned by it in the District exceeds the amount of the maximum assessment proposed to be made against each such parcel. The Developer agrees that its property is benefited by at least the amounts listed in the assessment roll by the installation of the Project without regard to the availability of water, sewage treatment capacity, other utilities, or any combination thereof.

ARTICLE 3
MISCELLANEOUS.

3.1 Federal Tax Covenant. The Developer covenants that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Developer or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Tax Code"); or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect until the date on which all obligations of the City in fulfilling the tax covenant contained in the bond ordinance have been met.

3.2 City Documents; Continuing Disclosure.

A. City Documents. The Developer agrees to all provisions of the City Documents listed in Exhibit H in the form on file with the City Clerk with such changes therein as are approved by the City and the Developer. Any City Documents not now on file and changes to or additions to the City Documents must be approved by the City and the Developer. The City may amend the City Documents without obtaining the approval of the Developer whenever the outstanding assessments on property owned by the Developer in the District represent less than 40% of the aggregate outstanding assessments on property in the District, but the City may not increase an assessment against the Developer's property without the Developer's consent.

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

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

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

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

3.6 Indemnification and Defense of Suits.

A. **Indemnification.** The Developer agrees to protect and indemnify and hold the City, its officers or employees and agents and each of them harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the City, its officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the City, its officers, employees or agents or any combination thereof as a result of or by reason of or arising out of or in consequence of (i) the acquisition, construction or financing of the Project by the City pursuant to this Agreement, (ii) any environmental or hazardous waste conditions (a) which existed on any property which is part of the Project at any time prior to final acceptance of the Project by the City or an Applicable Government or which was caused by the Developer or (b) which existed on any of the property which is assessed at any time while the Developer owned the property or which was caused by the Developer, provided said condition was not caused by the deliberate action of the City; or (iii) any act or omission negligent or otherwise of the Developer or any of its subcontractors, agents or anyone who is directly employed by or acting

in concert with the Developer or any of its subcontractors, or agents, in connection with the Project or the District. This Section 3.6 is not intended and shall not be construed to be a warranty of the construction, workmanship or of the materials or equipment incorporated in the Project; it being agreed that the Developer's only warranty of such matters to the City is as stated in Section 1.1. It is further agreed that the indemnity of the Developer to the City shall not extend to any claims that result from acts or omissions of the City, its officers, employees, agents or contractors in connection with the operation, maintenance and repair of the Project.

B. Defense of Suits. The Developer agrees that it shall at its sole cost and expense defend (including, without limitation, by paying the cost of attorneys selected by the City to assist in such defense) the City, its officers, employees and agents and each of them in any suit or action that may be brought against it or any of them by reason of the City's involvement in the Project and the financing thereof or any act or omission negligent or otherwise against the consequences of which the Developer has agreed to indemnify the City, its officers, employees or agents. If the Developer fails to do so, the City shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense including any attorneys' fees or court costs to and recover the same from the Developer.

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

D. Survival of Indemnification. The provisions of this Section shall survive the termination of this Agreement. It is not intended by the parties hereto that this indemnification provision revive any claim of or extend any statute of limitations which has run against, any third party.

3.7 Insurance.

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

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

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

3.8 No Third Party Beneficiary. None of the provisions of this Agreement is intended to constitute the owners of property assessed, the general public, or any member thereof, a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit for personal injuries or project damage pursuant to this Agreement.

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

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

3.11 Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement of the parties hereto. This Agreement may be modified by the parties hereto but only by a written instrument signed and acknowledged by each party and recorded with the County Recorder of Clark County.

3.12 Further Assurances. The Developer and the City agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the other its rights,

powers, and remedies hereunder. The Developer shall execute all consents, certificates and other documents which the City or bond underwriter reasonably request in connection with the sale of the bonds.

3.13 Obligations of Developer; Guarantee. The obligations of the Developer under Articles 1 and 3 hereof are obligations of the Developer upon which the Developer is personally liable and which are also secured by the guarantee attached hereto as Exhibit M. The obligations to pay assessments in Article 2 pertain only to the land owned by the Developer in the District and are not personal obligations of the Developer.

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

If to the City:

City of Las Vegas, Nevada
c/o City Manager
495. S. Main St.
Las Vegas, Nevada 89101

If to the Developer:

The Howard Hughes Company, LLC
c/o President, Summerlin
10801 West Charleston Boulevard, Third Floor
Las Vegas, Nevada 89135

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

Director of Public Works
City of Las Vegas
333 N. Rancho Dr.
Las Vegas, NV 89106

City Treasurer
City Hall
495. S. Main St.
Las Vegas, Nevada 89101

and

City Attorney
City Hall
495. S. Main St.
Las Vegas, Nevada 89101

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

The Howard Hughes Corporation
Attn: General Counsel
13355 Noel Road, 22nd Floor
Dallas, Texas 75240

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

3.16 Attorney Fees. If the City incurs attorneys' fees or expenses or any other fees and expenses in connection with the actual or overtly threatened breach by the Developer of any provision hereof or in enforcing the provisions hereof, the City shall be entitled to recover such fees and expenses from the Developer.

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

3.18 Construction; Time. The language of this Agreement shall be construed as a whole according to its fair meaning and intent and not strictly for or against any party. Both parties were represented by counsel in the negotiation of this Agreement, and this Agreement shall be deemed to have been drafted by both of the parties. Time is of the essence of this Agreement and all terms, provisions, covenants, and conditions hereof.

3.19 Governing Law; Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. The City and the Developer agree to be bound to the nonexclusive jurisdiction of any court of the State located in

Clark County or the United States District Court for the State for the purpose of any suit, action or other proceeding arising out of this Agreement, or any of the agreements or transactions contemplated hereby, at the election of the party initiating any such suit, action or other proceeding, which is brought by or against the Developer or the County and the parties each hereby irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined by such court.

3.20 No City Obligation. Nothing herein obligates the City to expend any money other than funds derived from the sale of the Bonds and amounts received from the investment thereof and receipts from the assessments made against the property in the District. Nothing herein obligates the City to issue the Bonds, however, the obligations of the Developer hereunder (except as provided in the following sentence) are contingent on the issuance of the Bonds by the City. If the Bonds are not issued by December 31, 2015 for any reason, this Agreement may be terminated by either party, but the Developer shall be responsible for payment of all of the costs incurred by Developer and by the City prior to that date. The amount of such costs incurred by the City shall not be contestable or appealable, absent fraud or gross abuse of discretion. The Developer shall pay to the City the costs submitted in the City's statement within thirty (30) days after receiving notice of the amount of the costs.

3.21 Term of Agreement. Except as otherwise provided in Sections 3.1 and 3.6 hereof, this Agreement shall be in effect from the date and year first mentioned above until the later of (i) the date all of the Bonds (including through a series of refundings) have been retired or (ii) the date on which all of the assessments against property in the District have been paid in full.

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

3.23 Conveyance Restriction; Recording. The Developer agrees not to convey any parcel, lot or real property interest in any of the Property in the District to any party until after this Agreement has been recorded in the office of the County Recorder. The City agrees to record this Agreement within 5 days of its execution by all parties. Recording shall have the effect provided in Subsection 2 of NRS 271.720 and shall make Article 2 of this

Agreement binding on all persons or entities who acquire any of the property in the District before the assessments and Bonds are paid in full.

3.24 Disclosure to Transferees. The Developer agrees to inform any transferee of property in the District who acquires title from the Developer of the existence of the assessments and to obtain from any such transferee of any property in the District, which can be legally subdivided into smaller parcels, a covenant to give to each homebuyer transferee a disclosure statement in substantially the form attached hereto as Exhibit K, and to use its best efforts to obtain the homebuyer's signature on that statement and return a copy of it to the City.

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

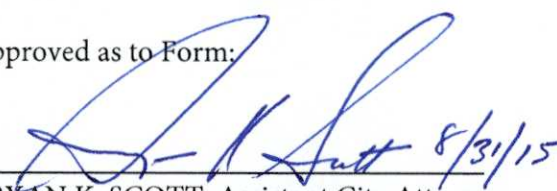
CITY OF LAS VEGAS, NEVADA

CAROLYN G. GOODMAN, Mayor

(SEAL)

LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:



BRYAN K. SCOTT, Assistant City Attorney

THE HOWARD HUGHES COMPANY, LLC

By _____
Its _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2015,
by Carolyn G. Goodman as Mayor of the City of Las Vegas.

(SEAL)

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2015 by
LuAnn D. Holmes, MMC, as City Clerk of the City of Las Vegas.

(SEAL)

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2015 by
_____, as _____ of The Howard Hughes
Company, LLC.

(SEAL)

Notary Public

Exhibit A

**SUMMERLIN VILLAGE 24
SID DESCRIPTION**

PARCEL 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 118, PAGE 100 OF PARCEL MAPS TOGETHER WITH A PORTION OF THE MAPPED AREAS OF "SUMMERLIN VILLAGE 24 UNIT NO. 1" AS SHOWN IN BOOK 131, PAGE 29 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE, LYING WITHIN SECTION 33 AND THE WEST HALF (W 1/2) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M, TOGETHER WITH THE NORTHWEST QUARTER (NW 1/4) OF SECTION 3 AND THE NORTH HALF (N 1/2) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 4;

THENCE ALONG THE SOUTH LINE OF THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 4, SOUTH 89°17'20" WEST, 2521.17 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 40°49'30" WEST, 957.02 FEET;

THENCE NORTH 34°24'52" WEST, 228.98 FEET;

THENCE SOUTH 90°00'00" WEST, 367.13 FEET;

THENCE NORTH 40°09'10" WEST, 328.70 FEET;

THENCE NORTH 40°25'07" EAST, 1231.39 FEET;

THENCE FROM A TANGENT BEARING NORTH 20°32'42" EAST, CURVING TO THE RIGHT ALONG THE ARC OF A 9500.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 08°24'12", AN ARC LENGTH OF 1393.32 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 61°03'06" WEST;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 3000.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 18°53'09", AN ARC LENGTH OF 988.86 FEET;

THENCE NORTH 10°03'45" EAST, 1094.88 FEET;

THENCE FROM A TANGENT BEARING NORTH 08°49'39" WEST, CURVING TO THE RIGHT ALONG THE ARC OF A 687.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 18°53'24", AN ARC LENGTH OF 226.50 FEET;

THENCE NORTH 10°03'45" EAST, 354.70 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 47.12 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 10°03'45" EAST;

THENCE NORTH 10°03'45" EAST, 76.00 FEET;

THENCE SOUTH 79°56'15" EAST, 559.12 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 1138.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 24°53'33", AN ARC LENGTH OF 494.41 FEET;

THENCE SOUTH 55°02'42" EAST, 393.36 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 1062.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 40°35'33", AN ARC LENGTH OF 752.40 FEET;

THENCE NORTH 84°21'45" EAST, 243.74 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 49.74 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 79°21'45" EAST;

THENCE NORTH 78°29'35" EAST, 58.68 FEET;

THENCE SOUTH 10°38'15" EAST, 1696.36 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 4420.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 42°26'08", AN ARC LENGTH OF 3273.64 FEET;

THENCE SOUTH 53°04'23" EAST, 343.06 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD AS DEDICATED TO NEVADA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED JUNE 06, 1988 IN BOOK 880606 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00481;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD THE FOLLOWING THREE (3) COURSES:

1) SOUTH 41°55'37" WEST, 236.82 FEET;

2) NORTH $82^{\circ}46'06''$ WEST, 464.52 FEET;

3) SOUTH $07^{\circ}13'54''$ WEST, 100.00 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD AND CONTINUING SOUTH $07^{\circ}13'54''$ WEST, 80.12 FEET;

THENCE SOUTH $83^{\circ}24'53''$ WEST, 704.02 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF $76^{\circ}28'41''$, AN ARC LENGTH OF 667.40 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 3, TO WHICH A RADIAL LINE BEARS NORTH $83^{\circ}03'49''$ WEST;

THENCE ALONG SAID SOUTH LINE, NORTH $89^{\circ}40'23''$ WEST, 960.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 504.97 ACRES.

Exhibit B
Title Exceptions

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. Water rights, claims or title to water, whether or not shown by the public records.
2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the County Assessor, per Nevada Revised Statute 361.260.
3. Any taxes that may be due as provided under NRS 361.4725.
4. Those taxes for the fiscal year July 1, 2015 through June 30, 2016, including any secured personal property taxes collected by the County Treasurer.
APN 137-33-801-001

1st installment	\$ 40,428.11
2nd installment	\$ 40,256.01

3rd installment	\$ 40,256.01
4th installment	\$ 40,256.01

Total	\$ 161,196.14
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NOTE:

Said taxes become a lien on July 1, 2015, each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2015.
- 2nd installment is due on the 1st Monday of October, 2015.
- 3rd installment is due on the 1st Monday of January, 2016.
- 4th installment is due on the 1st Monday of March, 2016.

Each installment will become delinquent ten (10) days after due.

5. Those taxes for the fiscal year July 1, 2015 through June 30, 2016, including any secured personal property taxes collected by the County Treasurer.

APN 164-03-111-002

1st installment \$ 14,117.85

2nd installment \$ 14,031.42

3rd installment \$ 14,031.42

4th installment \$ 14,031.42

Total \$ 56,212.11

NOTE:

Said taxes become a lien on July 1, 2015 , each installment will become due and payable on the following dates:

1st installment is due on the 3rd Monday of August, 2015.

2nd installment is due on the 1st Monday of October, 2015.

3rd installment is due on the 1st Monday of January, 2016.

4th installment is due on the 1st Monday of March, 2016.

Each installment will become delinquent ten (10) days after due.

6. Those taxes for the fiscal year July 1, 2015 through June 30, 2016, including any secured personal property taxes collected by the County Treasurer.

APN 137-34-416-001 through 010; 012 through 030; 032 through 044; 046 through 072; 074; 075; 077 through 092; 094 through 096; 164-03-112-001 through 007; 009 through 021; 023 through 027; 029 through 057; 060 through 067; 069 through 094; 096; 097; 099 through 122; 125 through 141

1st installment \$ 120.77

2nd installment \$ 120.33

3rd installment \$ 120.33

4th installment \$ 120.33

Total \$ 481.76

NOTE:

Said taxes become a lien on July 1, 2015 , each installment will become due and payable on the following dates:

1st installment is due on the 3rd Monday of August, 2015.

2nd installment is due on the 1st Monday of October, 2015.

3rd installment is due on the 1st Monday of January, 2016.

4th installment is due on the 1st Monday of March, 2016.

Each installment will become delinquent ten (10) days after due.

(Same amount for each Assessor's Parcel No.)

7. Those taxes for the fiscal year July 1, 2015 through June 30, 2016, including any secured personal property taxes collected by the County Treasurer.
APN 137-34-416-011; 045; 073; 076; 093; 164-03-112-028; 058; 059; 068; 095; 098; 123; 124

1st installment \$ 126.70
2nd installment \$ 126.24

3rd installment \$ 126.24
4th installment \$ 126.24

Total \$ 505.42

NOTE:

Said taxes become a lien on July 1, 2015 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2015.
- 2nd installment is due on the 1st Monday of October, 2015.
- 3rd installment is due on the 1st Monday of January, 2016.
- 4th installment is due on the 1st Monday of March, 2016.

Each installment will become delinquent ten (10) days after due.

(Same amount for each Assessor's Parcel No.)

8. Those taxes for the fiscal year July 1, 2015 through June 30, 2016, including any secured personal property taxes collected by the County Treasurer.
APN 137-34-416-031; 164-03-112-008; 022

1st installment \$ 132.64
2nd installment \$ 132.17

3rd installment \$ 132.17
4th installment \$ 132.17

Total \$ 529.15

NOTE:

Said taxes become a lien on July 1, 2015 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2015.
- 2nd installment is due on the 1st Monday of October, 2015.
- 3rd installment is due on the 1st Monday of January, 2016.
- 4th installment is due on the 1st Monday of March, 2016.

Each installment will become delinquent ten (10) days after due.

9. Taxes for the fiscal year July 1, 2015 through June 30, 2016 .
APN 137-34-219-001, 003 through 008, 010; 137-34-319-002; 137-34-415-004, 006, 007; 164-03-111-003 through 005; 164-03-113-001 through 003; 164-03-114-001, 002; 164-04-010-001; 137-34-416-097 through 102; 164-03-112-142 through 146

(Prior to close of escrow exact payoff figures of the above must be obtained directly from the County Treasurer's Office.)

(Affects those portions designated as Common Area)
10. This item has been intentionally deleted.
11. Reservations and provisions as contained in Patent from the United States of America, recorded September 15, 1955, in Book 67 of Official Records, as Instrument No. 56941 and recorded March 27, 1956 in Book 88 of Official Records, as Instrument No. 73768, Clark County, Nevada Records.
12. An easement for public utilities and incidental purposes in the document recorded February 10, 1969 in Book 929 as Instrument No. 745652 of Official Records.
13. An easement for public utilities and incidental purposes in the document recorded July 28, 1971 in Book 147 as Instrument No. 117218 of Official Records.
 - A document entitled "Partial Release of Communication Systems Easement" recorded May 12 2003 in Book 20030512 as Instrument No. 00281 of Official Records.
14. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded December 31, 1991 in Book 911231 as Instrument No. 01517 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded September 26, 1997 in Book 970926 as Instrument No. 00091 of Official Records.
 - A document entitled "Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Summerlin South Community Association" recorded March 28, 1997 in Book 970328 as Instrument No. 01004 of Official Records.
 - A document entitled "Supplemental Declaration of Contraction of Land Subject to Annexation" recorded December 07, 2000 in Book 20001207 as Instrument No. 00460 of Official Records.
 - A document entitled "Supplemental Declaration of Contraction of Land Subject to Annexation" recorded December 20, 2000 in Book 20001220 as Instrument No. 00449 of Official Records.
15. A document entitled "Development Agreement", executed by and between Howard Hughes Properties, Limited Partnership and The City of Las Vegas recorded November 21, 1997 in Book 971121, as Instrument No. 00839 of Official Records.

16. Easements as shown and/or dedicated upon the parcel map, recorded in File 91, Page 28 of Parcel Maps.
17. Covenants, conditions, and restrictions in a Restrictive Covenant Running with the Land recorded December 30, 1999, in Book 991230 as Instrument No. 03307 of Official Records.
18. Covenants, conditions, and restrictions in a Declaration of Special Land Use Restrictions recorded June 15, 2000, in Book 20000615 as Instrument No. 00714 of Official Records.
19. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded September 12, 2000, in Book 20000912 as Instrument No. 00917 of Official Records, over a portion of the land.
20. A document entitled "Development and Financing Agreement" recorded December 13, 2000 in Book 20001213 as Instrument No. 00364 of Official Records.
21. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded January 23, 2001 in Book 20010123 as Instrument No. 01409 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
 - **The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is conferred upon Summerlin West Community Association, a Nevada nonprofit corporation.**

Said document allows for annexation of the land described herein

22. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded March 9, 2001, in Book 20010309 as Instrument No. 00579 of Official Records, over a portion of the land.
23. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded January 17, 2002, in Book 20020117 as Instrument No. 01522 of Official Records, over a portion of the land.
24. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded March 7, 2002, in Book 20020307 as Instrument No. 01856 of Official Records, over a portion of the land.
25. This item has been intentionally deleted.
26. An easement for public utilities and incidental purposes in the document recorded March 26, 2003 in Book 20030326 as Instrument No. 00792 of Official Records.

27. An easement for public utilities and incidental purposes in the document recorded April 4, 2003 in Book 20030404 as Instrument No. 00086 of Official Records.
 - A document entitled "Partial Relinquishment of Grant of Easement" recorded June 01, 2007 in Book 20070601 as Instrument No. 03210 of Official Records.
28. Covenants, conditions, easement and restrictions in a Mutual Ingress-Egress Easement recorded August 7, 2003, in Book 20030807 as Instrument No. 01753 of Official Records.
29. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded September 29, 2003, in Book 20030929 as Instrument No. 01365 of Official Records, over a portion of the land.
30. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 6, 2004, in Book 20040206 as Instrument No. 01300 of Official Records, over a portion of the land.
31. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 6, 2004, in Book 20040506 as Instrument No. 01223 of Official Records, over a portion of the land.
32. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded July 6, 2004, in Book 20040706 as Instrument No. 03431 of Official Records, over a portion of the land.
33. An easement for public utilities and incidental purposes in the document recorded May 12, 2005 in Book 20050512 as Instrument No. 00835 of Official Records.
34. An easement for public utilities and incidental purposes in the document recorded December 1, 2005 in Book 20051201 as Instrument No. 01078 of Official Records.
 - A document entitled "Relinquishment of Grant of Easement" recorded June 1, 2007 in Book 20070601 as Instrument No. 03211 of Official Records.
35. An easement for public utilities and incidental purposes in the document recorded February 1, 2006 in Book 20060201 as Instrument No. 02208 of Official Records.
36. An easement for public utilities and incidental purposes in the document recorded April 27, 2006 in Book 20060427 as Instrument No. 04171 of Official Records.

37. Easements as shown and/or dedicated upon the final map of Summerlin Village 24 Unit No. 1, on file in Book 131 of plats, Page 29 , of Official Records.
38. An easement for public utilities and incidental purposes in the document recorded August 4, 2006 in Book 20060804 as Instrument No. 04986 of Official Records.
39. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 04, 2006, in Book 20061004 as Instrument No. 01712 of Official Records, over a portion of the land.
40. Easements as shown and/or dedicated upon the parcel map, recorded in File 112, Page 94 of Parcel Maps.
41. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 01, 2006, in Book 20061101 as Instrument No. 02266 of Official Records, over a portion of the land.
42. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 01, 2006, in Book 20061101 as Instrument No. 02267 of Official Records, over a portion of the land.
43. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 01, 2006, in Book 20061101 as Instrument No. 02268 of Official Records, over a portion of the land.
44. Easements as shown and/or dedicated upon the final map of Summerlin Village 24 Parcel A Silver Creek, on file in Book 135 of plats, Page 71 , of Official Records.
45. A document entitled "City of Las Vegas Notice of Zoning Action" recorded January 4, 2008 in Book 20080104 as Instrument No. 04220 of Official Records.
46. A document entitled "City of Las Vegas Notice of Zoning Action" recorded June 5, 2008 in Book 20080605 as Instrument No. 02076 of Official Records.
47. Covenants, conditions, and restrictions in a Declaration of Development Covenants and Restrictions recorded December 30, 2008, in Book 20081230 as Instrument No. 04243 of Official Records.
48. Covenants, conditions, and restrictions in a Declaration of Conditional Transfer Fee Covenants recorded May 10, 2011 , in Book 20110510 as Instrument No. 01567 of Official Records.

Document re-recorded October 24, 2013 in Book 20131024 as Instrument No. 00279 of Official Records.

49. Covenants, conditions, and restrictions in a Declaration of Conditional Transfer Fee Covenants recorded May 10, 2011, in Book 20110510 as Instrument No. 01590 of Official Records.
50. A document entitled "Notice of Private Transfer Fee Obligation" recorded May 30, 2012 in Book 20120530 as Instrument Nos. 4730 of Official Records.

Document re-recorded October 24, 2013 in Book 20131024 as Instrument No. 00280 of Official Records.
51. A document entitled "Notice of Private Transfer Fee Obligation" recorded May 30, 2012 in Book 20120530 as Instrument Nos. 4731 of Official Records.
52. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 26, 2012, in Book 20121126 as Instrument No. 02646 of Official Records, over a portion of the land.
53. The effect of a document entitled "Grant, Bargain and Sale Deed", recorded May 13, 2014 in Book 20140513 as Instrument No. 00007 of Official Records.

(Uninsured Deed)
54. Any violations of the Subdivision or Parcel Map Acts pursuant to the Nevada Revised Statutes as defined under Code Section 278.010-278.630.
55. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
56. Rights of parties in possession.
57. Covenants, conditions, easements and restrictions in a Declaration of Development Covenants and Restrictions by Summerlin Centre Apartments, LLC Village 13 recorded February 9, 2015, in Book 20150209 as Instrument No. 02258 of Official Records.

(Document contained Defective legal description)
58. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 26, 2015, in Book 20150226 as Instrument No. 01442 of Official Records, over a portion of the land.
59. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 26, 2015, in Book 20150226 as Instrument No. 01443 of Official Records, over a portion of the land.
60. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 26, 2015, in Book 20150226 as Instrument No. 01444 of Official Records, over a portion of the land.

61. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 26, 2015, in Book 20150226 as Instrument No. 01445 of Official Records, over a portion of the land.
62. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 26, 2015, in Book 20150226 as Instrument No. 01446 of Official Records, over a portion of the land.
63. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded March 5, 2015, in Book 20150305 as Instrument No. 02387 of Official Records, over a portion of the land.
64. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded March 12, 2015, in Book 20150312 as Instrument No. 02826 of Official Records, over a portion of the land.
65. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded March 12, 2015, in Book 20150312 as Instrument No. 02839 of Official Records, over a portion of the land.
66. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded March 12, 2015, in Book 20150312 as Instrument No. 02840 of Official Records, over a portion of the land.
67. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded March 12, 2015, in Book 20150312 as Instrument No. 02841 of Official Records, over a portion of the land.
68. Easements as shown and/or dedicated upon the final map of Summerlin Village 24 Parcel A Silver Creek, on file in Book 148 of plats, Page 90, of Official Records.
69. Easements as shown and/or dedicated upon the final map of Stonebridge - Unit 2, on file in Book 149 of plats, Page 46, of Official Records.
70. Easements as shown and/or dedicated upon the final map of Stonebridge - Unit 1, on file in Book 149 of plats, Page 47, of Official Records.
71. An easement for sewer lines and appurtenances thereto and incidental purposes in the document recorded June 2, 2015 in Book 20150602 as Instrument No. 03646 of Official Records.

72. An easement for drainage channels, pipes, conduits and attached appurtenances and incidental purposes in the document recorded June 2, 2015 in Book 20150602 as Instrument No. 03647 of Official Records.

Exhibit C
List of Project Plans
SID 812

- Contract No. C1117 - 3665 Zone South Pipeline Phase 1
- Contract No. C1092 – 3665 Zone Pumping Station Discharge Pipeline and PRV
- Village 23B 3550 Zone 24” Waterline – Phase 1 – Far Hills Avenue, Fox Hill Drive, Spoke B Sta. 8+00 to 41+00, Desert Foothills Drive 145+00 to 159+50, Alta Drive 198+00 to 212+50
- Village 23B 3550 Zone 24” Waterline – Phase 2 – Alta Drive 212+50 to 241+00, Sky Vista Drive Sta. 319+50 to 355+00
- Village 23A/24 Sky Vista Drive Improvements – From Charleston Boulevard to Desert Moon Road
- Village 24 Unit 1 Improvements – Including Parcels “A” & “B” Mass Grading
- Village 23A/24 Sky Vista Drive Improvements – From Desert Moon Drive to Alta Drive, Including Suncreek Road
- Village 24 Crossbridge Drive Unit 2 Improvement Plans – From Crossbridge Unit 1 to Suncreek Road
- Village 24 Crossbridge Drive Unit 3 Improvement Plans – From Crossbridge Unit 2 to Alta Drive
- Village 24 Alta Drive Improvement Plans – Station 241+10 to Station 264+41

Exhibit D
Project Phases with Estimated
Commencement and Completion Dates and Cost
SID 812

**VILLAGE 24
SID# 812 PROJECT LIST**

No.	Summerlin Facilities	Construction Cost	15%	Total Cost	Estimated Start	Estimated Complete
1	3665 Zone Water Line in Sky Vista Drive - Alta Drive to Far Hills Avenue (41% of total project cost - Reimbursable)	\$ 1,104,320	\$ -	\$ 1,104,320		Complete
2	3665 Zone Water Line in Far Hills Avenue - Sky Vista Drive to the PRV east of Fox Hill Drive (41% of total project cost - Reimbursable)	\$ 1,096,542	\$ -	\$ 1,096,542		Complete
3	3550 Zone Water Line in Sky Vista Drive - Desert Moon Road to Alta Drive (Phase 2) (41% of total project cost - Reimbursable)	\$ 1,087,796	\$ -	\$ 1,087,796		Complete
4	3550 Zone Water Line - Interior Roads (Phase 1) (41% of total project cost - Reimbursable)	\$ 1,248,055	\$ -	\$ 1,248,055		Complete
5A	Sky Vista Drive - Charleston Boulevard to Crossbridge Drive/Desert Moon Road (Village 23A/24 Sky Vista Drive Improvements Station 299+90.00 to Station 321+09.72), Rough Grade Improvements (75% of total project cost - Reimbursable)	\$ 747,173	\$ -	\$ 747,173		Complete
5B	Sky Vista Drive - Charleston Boulevard to Crossbridge Drive/Desert Moon Road (Village 23A/24 Sky Vista Drive Improvements Station 299+90.00 to Station 321+09.72), Street Lights (75% of total project cost - Reimbursable)	\$ 183,848	\$ -	\$ 183,848		Complete
6A	Sky Vista Drive - Crossbridge Drive/Desert Moon Road to Alta Drive (Village 23A/24 Sky Vista Improvement Plans Station 321+79.64 to Station 353+77.42), Rough Grade Improvements (75% of total project cost - Reimbursable)	\$ 2,430,171	\$ 364,526	\$ 2,794,697	9/15	9/16
6B	Sky Vista Drive - Crossbridge Drive/Desert Moon Road to Alta Drive (Village 23A/24 Sky Vista Improvement Plans Station 321+79.64 to Station 353+77.42), Street Lights (75% Reimbursable)	\$ 346,169	\$ 51,925	\$ 398,094	9/15	9/16
7A	Suncreek Road - Crossbridge Drive to Sky Vista Drive (a portion of the Village 23A/24 Sky Vista Improvement Plans), Rough Grade Improvements	\$ 1,449,517	\$ 217,428	\$ 1,666,945	8/15	6/18
7B	Suncreek Road - Crossbridge Drive to Sky Vista Drive (a portion of the Village 23A/24 Sky Vista Improvement Plans), Street Lights	\$ 91,574	\$ 13,736	\$ 105,310	6/15	6/18
8A	Crossbridge Drive - Station 68+00 to Sky Vista Drive (Village 24 Unit 1 Improvements), Rough Grade and Improvements	\$ 5,982,794	\$ 897,419	\$ 6,880,213	12/15	12/18
8B	Crossbridge Drive - Station 68+00 to Sky Vista Drive (Village 24 Unit 1 Improvements), Street Lights	\$ 482,773	\$ 72,416	\$ 555,189	12/15	12/16
9A	Crossbridge Drive - Station 30+60 to Station 68+00 (Village 24 Crossbridge Drive Unit 2 Improvement Plans) Rough Grade Improvements	\$ 5,785,057	\$ 867,759	\$ 6,652,816	3/15	3/16
9B	Crossbridge Drive - Station 30+60 to Station 68+00 (Village 24 Crossbridge Drive Unit 2 Improvement Plans) Street Lights	\$ 298,549	\$ 44,782	\$ 343,331	3/15	3/16
10A	Crossbridge Drive - Alta Drive to Station 30+60 (Village 24 Crossbridge Drive Unit 3 Improvement Plans), Rough Grade Improvements	\$ 3,915,386	\$ 587,308	\$ 4,502,694	12/16	12/17
10B	Crossbridge Drive - Alta Drive to Station 30+60 (Village 24 Crossbridge Drive Unit 3 Improvement Plans), Street Lights	\$ 283,081	\$ 42,462	\$ 325,543	12/16	12/17
11A	Alta Drive - Crossbridge Drive to Sky Vista Drive (Village 24 Alta Drive Improvement Plans Station 241+10 to Station 264+41) Rough Grade Improvements (50% Reimbursable)	\$ 1,533,985	\$ 230,098	\$ 1,764,083	12/16	12/17
11B	Alta Drive - Crossbridge Drive to Sky Vista Drive (Village 24 Alta Drive Improvement Plans Station 241+10 to Station 264+41) Street Lights (50% Reimbursable)	\$ 205,939	\$ 30,891	\$ 236,830	12/16	12/17
TOTAL VILLAGE COST:		\$ 28,272,729	\$ 3,420,749	\$ 31,693,478		

Exhibit E

Supplemental General Conditions - Construction

CONSTRUCTION CONTRACT DOCUMENTS

REFERENCE SPECIFICATIONS AND DEFINITIONS

It is understood that the Howard Hughes Company, LLC (the "DEVELOPER") will not be acting as the general contractor for the Project; however the DEVELOPER expressly warrants and acknowledges that all provisions of this Agreement pertaining to the general contractor will be incorporated into any and all contracts executed by the DEVELOPER with the general contractor (the "Contractor Agreements"). The general contractor shall hereafter be referred to as "CONTRACTOR" for purposes of the Agreement, and specifically for Exhibits "E" and "F".

The listed standards and codes are an integral part of the contract and are incorporated herein by reference. The DEVELOPER and the CONTRACTOR are advised to become familiar with the content of the following documents, as they shall govern the construction of this Project. Work on any public utility shall be performed in accordance with the Uniform Standard Specifications and Drawings except where modified by the utilities' own standards.

Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, the "STANDARD SPECIFICATIONS"

Uniform Standard Drawings for Public Works Construction, Clark County Area, Nevada, Volume I and Volume II, the "STANDARD DRAWINGS"

Summerlin Area Standard Drawings

Manual On Uniform Traffic Control Devices, the "M.U.T.C.D."

State of Nevada Standard Specifications for Road and Bridge Construction, the "NDOT Standard Specifications" or the "State of Nevada Standard Specifications"

State of Nevada Standard Plans for Road and Bridge Construction, the "NDOT Standard Drawings" or the "State of Nevada Standard Plans"

Nevada Work Zone Traffic Control Handbook, the "Work Zone Handbook"

American Society for Testing and Materials, the "ASTM"

Uniform Design and Construction Standards for Water Distribution Systems, the "Water District Standards"

Southern Nevada Design and Construction Standards for Wastewater Collection Systems, the "Sewer Specifications"

City of Las Vegas Municipal Code, the "City Code"

2. LICENSING OF CONTRACTOR

The DEVELOPER shall insure that the CONTRACTOR is duly licensed for this particular work by the Nevada State Contractor's Board at the time of bid opening. Should the CONTRACTOR intend to sub-let portions of the work, the DEVELOPER shall insure that all subcontractors be licensed in accordance with the Nevada State laws and the City Code.

The award shall be conditional on the CONTRACTOR being properly licensed with the City of Las Vegas within fifteen (15) days from the date of award. Information concerning City license requirements and fees may be obtained from the City of Las Vegas, Department of Finance and Business Services, (702) 229-6281 or visiting the City website at <http://www.lasvegasnevada.gov>.

3. CONTRACT DRAWINGS

The plans used by the CONTRACTOR (the "CONTRACT DRAWINGS") do not purport to show all the detail of the work. They are intended to illustrate the character and extent of the performed desires under the contract. Therefore, they may be supplemented or revised from time to time, as the work progresses, by G.C. Wallace (the "ENGINEER") or by the CONTRACTOR.) Drawing revisions and/or additional drawings or sketches will be made and furnished to the CONTRACTOR if they are deemed necessary to adequately illustrate the work. All such supplementary and revised drawings are subject to approval by the City of Las Vegas (the "CITY"), and those that do not change the cost of the contract, automatically become a part of this Agreement. All other changes, which increase or decrease the cost of the contract, must be approved by the CITY, the CONTRACTOR and the DEVELOPER prior to becoming a part of this Agreement.

4. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other Contract Agreements shall be orally made to the bidder or any subcontractor during the bidding process. Bidders shall take no advantage of any apparent error or omission in the bidding documents. In the event the Bidders discover such an error or omission, they shall immediately notify the ENGINEER.

Every request for an interpretation should be in writing addressed to the ENGINEER. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and must be approved by the CITY and subsequently mailed by certified mail with return receipt requested to the CONTRACTOR with a copy mailed to the CITY. All addenda so issued shall become part of the Contractor Agreements.

5. CONFLICTING CONDITIONS

Any provisions in the CONTRACTOR DRAWINGS which may be in conflict or inconsistent shall be void to the extent of such conflict or inconsistency. The order of precedence of the documents shall be as follows:

ADDENDA

CHANGE ORDERS

SPECIAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

GENERAL CONDITIONS

STANDARD SPECIFICATIONS

STANDARD DRAWINGS

CONTRACT DRAWINGS

6. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of Chapter 338.010 through 338.090 of N.R.S. and other laws required to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall be physically amended to make such insertion or correction. Questions involving the Prevailing Wage Rates – Clark County should be referred to the Labor Commissioner, State of Nevada, at (702) 486-2650.

7. INDEMNITY

In the Contractor Agreements, the CONTRACTOR will expressly acknowledge and will agree to protect, indemnify and hold the CITY, its officers, employees, agents, consulting engineers and other retained consultants, harmless from and against any and all claims, damages, losses, suits, actions, decrees judgments, attorney's fees, court costs and other expenses of any kind or character which the CITY, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the CITY, its officers employees, agents, consulting engineers or other retained consultants; (i) as a result of, or by reason of, or arising out of, or on account of, or in consequence of the operations of the CONTRACTOR, its subcontractors or agents, or anyone directly or indirectly employed by any sub-contractor or agent, in the fulfillment or performance of the terms, conditions or covenants of this agreement, or (ii) as a result of, or by reason, or arising out of or in account of, or in consequence of, any neglect in safeguarding the work; or (iii) through the use of unacceptable materials in construction of the work; or (iv) because of any claim or amount recovered under the Nevada Industrial Insurance Act, or any other law, ordinance, order or

decree. In the Contractor Agreements, the DEVELOPER will require the CONTRACTOR to defend, at its own expense, the CITY, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or on account of, or in consequences of any act or omission against which the CONTRACTOR has indemnified the CITY. If the CONTRACTOR shall fail to do so pursuant to the Contractor Agreements, the CITY shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the CONTRACTOR, including attorney's fee and court costs.

The Contractor Agreements will require the CONTRACTOR to guarantee the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with this Agreement.

8. CLARK COUNTY POLLUTION CONTROL

Prior to starting construction, the CONTRACTOR shall obtain a Dust Control Permit for Construction Activities from the Clark County Department of Air Quality, and shall pay all costs therefore and conform to all rules and regulations thereof.

The CONTRACTOR shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including but not limited to:

- A. Nevada Revised Statute 445: Air Quality Regulation;
- B. Registering with the Clark County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board;
- C. Adhering to all Clark County Air Pollution Board regulations;
- D. No time extensions shall be granted for time lost due to violations of Clark County Pollution Regulations.

9. NATIONAL POLLUTION DISCHARGE PERMIT

If the construction activity will disturb one or more acre of land, a General National Pollutant Discharge Elimination System (NPDES) Permit *may* be required. It will be the DEVELOPER'S responsibility to determine if this permit is required.

10. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor Agreements will contain express acknowledgments by the CONTRACTOR of the following provisions:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin.

- B. The CONTRACTOR will take action to ensure that the applicants are considered for employment, and that employees are treated during employment without regard to their race, sex, creed, color, or national origin. Such action shall include, but not be limited to the following; employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.
- C. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- D. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

11. COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT AND REGULATIONS

The CONTRACTOR shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each CONTRACTOR or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

12. PROHIBITED INTERESTS

No official of the CITY, who is authorized in such capacity and on behalf of the CITY to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any sub-contract in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the CITY to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any part hereof, any material supply contract sub-contract, insurance contract, or any other contract pertaining to the project.

13. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contractor Agreements, nor partial or entire occupancy of the premises by the CITY, shall constitute an acceptance of work not done in accordance with the Contractor Agreements, or relieve the CONTRACTOR of liability in respect to any express warranties, or responsibility for faulty materials or workmanship. The Contractor Agreements will require the CONTRACTOR to remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work by the CITY unless

a longer period is specified. The CITY will give notice to the developer of observed defects with reasonable promptness.

14. PROSECUTION AND PROGRESS

In the Contractor Agreements, the DEVELOPER will include provisions stating that the CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor Agreements will also require the CONTRACTOR to insert appropriate provisions in all subcontractor agreements relative to the work, to bind subcontractors and the CONTRACTOR by the terms of the General Conditions and other Contractor Agreements insofar as applicable to the work of subcontractors and to give the CONTRACTOR the same power as regards to terminating any subcontract that the CITY may exercise over the DEVELOPER under any provisions of the Contractor Agreements.

15. CITY'S RIGHT TO WITHHOLD APPROVAL

The Contractor Agreements shall contain provisions that (i) the CONTRACTOR agrees to indemnify and save the CITY harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishes of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of the CONTRACTOR, (ii) the DEVELOPER shall, at the CITY's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived, and (iii) if the DEVELOPER fails to perform, the construction project will not be approved for acquisition until the DEVELOPER furnished satisfactory evidence that all obligations have been discharged.

16. WARRANTIES

The Contractor Agreements shall provide that warranties for equipment, products, material and supplies required by the STANDARD SPECIFICATIONS, STANDARD DRAWINGS, and CONTRACT DRAWINGS shall commence at the date of filing of the Notice of Completion.

Exhibit F

List of Special Conditions and Specifications

The acquisition process for Special Improvement District 812 (the "DISTRICT") will be administered by the City of Las Vegas (the "CITY"), in accordance with the Engineers Report and the articles outlined in the Development and Financing Agreement. This Exhibit and Exhibit "E" constitute the entire set of requirements that The Howard Hughes Company, LLC (the "DEVELOPER") must adhere to in order for the City to systematically acquire the construction projects. Exhibit "E" establishes additional criteria that will be required to provide an orderly and systematic method for the Developer to construct the project and for the City to acquire the project. Where this Exhibit contradicts any item in the Contractor Agreements, the methodology set forth in this Exhibit shall be used to change, amend, alter or modify the contractor agreements, as required; to provide for the completion and acquisition of the project.

1. DEVELOPER DRIVEN SPECIAL IMPROVEMENT DISTRICT DEFINITIONS

A special improvement district is a legal device by which the City can permit a developer to utilize the state laws pertaining to assessment districts (NRS 271) in a format that permits the City to use municipal bond fund proceeds to acquire the infrastructure improvements necessary for the DISTRICT. The municipal bond fund proceeds are used to acquire those infrastructure improvements the district needs to accomplish its intended purpose. The DISTRICT is a residential community, which contains a worship site, schools, a park and commercial property. The infrastructure improvements are those public improvements required to provide necessary services normally provided by the CITY to projects of similar scope.

As a developer-driven special improvement district, the DEVELOPER will build the project and the CITY will acquire portions of the completed project on behalf of the future property owners using the bond fund proceeds. The future property owners will be assessed on a benefits basis for the amount of the bond proceeds. It is understood that the DEVELOPER will not construct the project with its own forces but rather will contract with a general contractor. The procedures for this contracting arrangement are normal and usual for the industry. In order to permit this to occur and simultaneously adhere to the requirements of NRS 338.010 through 338.090 inclusive, the following items are hereby made a part of the Development and Financing Agreement.

A. Project and Construction Projects Defined – As specified in the Agreement the infrastructure improvements that will be built with the proceeds of the sale of municipal bonds are in aggregate referred to as the "PROJECT". The Engineers Report has identified 18 construction projects (the "CONSTRUCTION PROJECTS") that involve street construction and are subdivided into portions of the CONSTRUCTION PROJECTS designated with suffixes A and B for grading and road improvements and street lights, respectively (the "SUBPROJECTS").

B. Bidding and Award of Construction Projects – The general conditions establish the requirements that are applicable to the bidding and award of the CONSTRUCTION PROJECTS. The general conditions are modified by these special conditions to provide for the

special nature of the DEVELOPER-driven special improvement district. The modifications include the requirements as follows:

1. **Bidding** – The requirement to publicly notice the bid is waived in order to provide the DEVELOPER the latitude to work with qualified contractors that understand the unique nature of the land development business and will work with the DEVELOPER to achieve his goals.

2. **Bid Review** – There will be an opening of all bids, if bidding is selected to obtain the most cost effective contractor. A meeting will be held to discuss the method of award of the CONSTRUCTION PROJECT at which the CITY or its designated representative may be present. The bid review will include a determination of the acceptability of the bids. A non-collusion affidavit along with the bid documents must be submitted to the CITY or its designated representative at that time. If the bid review determines that the bids have not met the bid requirements then the bids will be rejected and a new bid process undertaken. If bidding is not the original form of award and the CITY does not agree with the method of award, the CONSTRUCTION PROJECT will be bid to a minimum of three pre-approved bidders from the DEVELOPER'S list of approved contractors.

3. **Award** – The CITY will have three working days after the meeting to review the bids and object to the proposed award of the CONSTRUCTION PROJECT. The CITY or its designated representative will send either a letter of no objection or a letter of objection by fax to the DEVELOPER with the original by mail. If a letter of objection is not received during that period, then the DEVELOPER may proceed to award the PROJECT on the fourth day.

4. **Bid Tabulations** – If the PROJECT is bid, bid tabulations will be prepared by the DEVELOPER listing the contractors and their price breakdown for each of the bid items. Where alternate bid items have been permitted the tabulation shall reflect the alternate bid as well.

5. **Combining of Construction Projects** – If the DEVELOPER awards a CONSTRUCTION PROJECT containing two or more CONSTRUCTION PROJECTS, the payment items in the construction contract will clearly define the pay items associated with each separate CONSTRUCTION PROJECT. If this is not possible then the combined PROJECTS will be acquired at the same time.

6. **Notices** – The DEVELOPER shall provide copies of the following immediately to the CITY for each CONSTRUCTION PROJECT:

Notice of Award

Notice to Proceed

Notice of Substantial Completion

Notice of Completion

2. **SUBMISSION FOR AUDIT/ACQUISITION OF EACH CONSTRUCTION PROJECT**

The following includes a series of documents necessary to have a formal acquisition reviewed. These documents will be submitted along with a statement attesting to their authenticity signed by the DEVELOPER. The DEVELOPER will submit the CONSTRUCTION PROJECT for acquisition after receipt of written acceptance by the CITY. A description or explanation of each item to be included with the payment request is as follows:

A. **Cost Tabulation** – Provide an itemized breakdown of all costs associated with the acquisition. It will include, in a summary format, construction costs certified by the ENGINEER including the determination of the final pay quantities, surveying costs, geotechnical costs, engineering costs, fees and other applicable costs provided for in the Development and Finance Agreement to be considered as part of the payment request.

B. **Contract** – The construction agreement with the CONTRACTOR must accompany the payment request for each CONSTRUCTION PROJECT and SUBPROJECT.

C. **Subcontracts** – In the event that the CONTRACTOR enters into a contract with a subcontractor or the DEVELOPER enters into a contract with a subcontractor the construction agreement is to be included in the documentation.

D. **Invoices** – Depending upon the nature of the construction contract between the DEVELOPER and the general contractor, it is assumed that on a monthly basis the CONTRACTOR will submit to the DEVELOPER with his progress payment request a statement of work completed and an invoice for payment of services. This and any subcontractor's requests for payment are to be submitted.

E. **Disbursement Records** – Disbursement records including copies of canceled checks both front and back must be kept and accompany any payment request for DEVELOPER funds which are used to pay for each CONSTRUCTION PROJECT and SUBPROJECT and other costs as provided in "A" above.

F. **Certified Payroll** – A copy of the certified payroll for the CONTRACTOR and any subcontractors must be submitted with each and every payment request. Provide a copy of the letter to the State of Nevada Labor Commission and their response.

G. **Change Orders** – In the event a change order is required in order to have the CONTRACTOR complete items beyond the scope of the CONTRACTOR AGREEMENT, the change order documents must accompany the request. The actual procedure for having a change order approved and authorized is established during the startup of any construction activity. Change orders will be reviewed at the time they occur and in the period for which payment is necessary. Change orders will not be paid to the DEVELOPER until the final PROJECT acquisition is reviewed and only if the PROJECT contains excess funds and the change order is determined to be legitimate.

H. **Discrepancies/Resolutions** In the event there are contractual items between the DEVELOPER and the CONTRACTOR that bear upon the payment request, these items must be submitted, in writing, as part of the request. The CITY will review the documents and determine if they have any bearing upon the payment request.

I. **Prevailing Wage Information** – All CONSTRUCTION PROJECTS are required to have the employees of the CONTRACTOR compensated with the then prevailing wage. A copy of the currently applicable schedule is to accompany the submittal.

J. **Testing Results** – Should any of the items submitted for acquisition require testing by a third party, copies of the test results and any letters of evaluation of the results must be submitted. For CONSTRUCTION PROJECTS provide evidence of acceptance from Las Vegas Valley Water District.

K. **Inspection Certificates** – Provide copies of all Inspection Certificates in the event that items included require an acceptance prior to acquisition, copies of any documents must accompany the submittal.

L. **Permitting Information** – It is understood that construction permits will be obtained from several agencies in order for the CONSTRUCTION PROJECT to move forward. Copies of the permits and any payments made to obtain said permits must be submitted for each PROJECT.

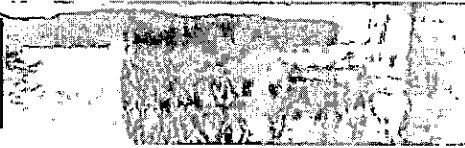
Liens – Preliminary Notices and Final Lien Releases will be submitted for all subcontractors and suppliers involved with the CONSTRUCTION PROJECTS and SUBPROJECTS.

Exhibit G
Prevailing Wages



nevada

Office of the Labor Commissioner



2015 PREVAILING WAGE RATES CLARK COUNTY

DATE OF DETERMINATION: October 1, 2014

APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015*

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

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

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
FENCE ERECTOR
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER

2014-2015 Prevailing Wage Rates – Clark County

MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIIVER
PAINTER
PILEDRIIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER
LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)
SOIL TESTER (CERTIFIED)
SOILS AND MATERIALS TESTER

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

NRS 338.010(21) "Wages" means:

- (a) The basic hourly rate of pay; and
- (b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

CRAFT	RATE
AIR BALANCE TECHNICIAN	<u>ADD SHEET METAL ZONE RATE</u>
Air Balance Technician-Journeyman	63.67
Air Balance Technician-Foreman	67.82
Air Balance Technician-General Foreman	71.96
ALARM INSTALLER	
Alarm Installer-Journeyman	59.39
BOILERMAKER	
Boilermaker	65.94
BRICKLAYER	<u>ADD ZONE RATE</u>
Bricklayer-Journeyman	46.48
CARPENTER	<u>ADD ZONE RATE</u>
Carpenter-Journeyman	53.76
Carpenter-Welder	54.76
Carpenter-Foreman	57.04
Carpenter-General Foreman	60.62
CEMENT MASON	<u>ADD ZONE RATE</u>
Cement Mason-Journeyman	49.03
Cement Mason-Foreman	52.55
Cement Mason-General Foreman	54.31
ELECTRICIAN- COMMUNICATION TECHNICIAN	<u>ADD ZONE RATE</u>
Installer/Technician	42.51
Senior Installer/Technician	59.39
Installer/Technician Foreman	64.04
Installer/Technician General Foreman	68.67
ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR	
Groundman	38.54
Lineman	57.91
Foreman	63.47

2014-2015 Prevailing Wage Rates – Clark County

General Foreman	69.13
Heavy Equipment Operator	47.42

ELECTRICIAN-NEON SIGN

Electrician-Neon Sign	47.28
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ELECTRICIAN-WIREMAN

ADD ZONE RATE

Wireman-Journeyman	59.75
Wireman-Cable Splicer	60.27
Wireman-Foreman	64.44
Wireman-General Foreman	69.12

ELEVATOR CONSTRUCTOR

Elevator Constructor-Journeyman Mechanic	73.13
Elevator Constructor-Mechanic In Charge	80.54

FENCE ERECTOR

Fence Erector	21.09
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FLAGPERSON

ADD LABORER ZONE RATE

Flagperson	46.29
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FLOOR COVERER

Floor Coverer-Journeyman	44.27
Floor Coverer-Foreman	49.17

GLAZIER

Glazier-Journeyman	62.72
Glazier-Foreman	66.88

HIGHWAY STRIPER

Highway Striper	38.55
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HOD CARRIER-BRICK MASON TENDER

ADD LABORER ZONE RATE

Brick Mason	48.10
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HOD CARRIER-PLASTERER TENDER

ADD LABORER ZONE RATE

Plasterer Tender-Journeyman	49.19
Plasterer Tender-Foreman	51.19

2014-2015 Prevailing Wage Rates – Clark County

Plasterer Tender-General Foreman	52.19
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IRON WORKER

Ironworker-Journeyman	60.30
Ironworker-Foreman	63.65
Ironworker-General Foreman	67.34

LABORER

SEE GROUP CLASSIFICATIONS

ADD ZONE RATE

Group 1	47.79
Group 2	48.00
Group 3	48.10
Group 4	48.19
Group 5	48.29
Group 6A	50.95
Group 6B	50.45
Group 6C	50.20
Group 6D	50.81
Group 6E	50.45
Group 7	48.10

Foreman \$2.00 above highest paid journeyman supervised.

General Foreman \$3.00 above highest paid foreman supervised.

MECHANICAL INSULATOR

ADD ZONE RATE

Mechanical Insulator-Journeyman	59.23
Mechanical Insulator-Foreman	62.51
Mechanical Insulator-General Foreman	65.79

MILLWRIGHT

ADD ZONE RATE

Millwright-Journeyman	54.76
Millwright-Welder	55.76
Millwright-Foreman	58.24
Millwright-General Foreman	62.07

OPERATING ENGINEER

SEE GROUP CLASSIFICATIONS

ADD ZONE RATE

Group 1	61.89
Group 2	62.84

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Group 3	63.13
Group 4	64.62
Group 5	65.72
Group 6	64.84
Group 7	65.94
Group 8	64.95
Group 9	66.05
Group 10	65.07
Group 11	66.17
Group 12	65.24
Group 13	65.34
Group 14	65.37
Group 15	65.45
Group 16	65.57
Group 17	65.74
Group 18	65.84
Group 19	65.95
Group 20	66.07
Group 21	66.24
Group 22	66.34
Group 23	66.45
Group 24	66.57
Group 25	66.74

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

Add \$1.00 per hour for "Multiple" Shift

**OPERATING ENGINEER:
CRANES, PILEDRIVING, & HOISTING EQUIPMENT
SEE GROUP CLASSIFICATIONS**

ADD ZONE RATE

Group 1

Engineer Oiler 65.57

Forklift Operator 64.48

Group 2

Truck Crane Oiler 65.57

Group 3

A-Frame or Winch Truck Operator 64.48

Ross Carrier Operator (Jobsite) 64.48

Group 4

Bridge-Type Unloader and Turntable Operator 64.62

Helicopter Hoist Operator 64.62

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Group 5

Hydraulic Boom Truck (Pitman)	64.84
Stinger Crane (Austin-Western or Similar Type)	64.84
Tugger Hoist Operator (1 Drum)	64.84

Group 6

Bridge Crane Operator	64.95
Cretor Crane Operator	64.95
Hoist Operator (Chicago Boom and Similar Type)	64.95
Lift Mobile Operator	64.95
Lift Slab Machine Operator (Vagtborg and Similar Types)	64.95
Material Hoist/Manlift Operator	64.95
Polar Gantry Crane Operator	64.95
Self Climbing Scaffold (or Similar Type)	64.95
Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.)	64.95
Silent Piler	64.95
Tugger Hoist Operator (2 Drum)	64.95

Group 7

Pedestal Crane Operator	65.07
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.)	65.07
Tower Crane Repairman	65.07
Tugger Hoist Operator (3 Drum)	65.07

Group 8

Crane Operator (up to and including 25 ton capacity)	67.04
Crawler Transporter Operator	65.24
Derrick Barge Operator (up to and including 25 ton capacity)	65.24
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (up to and including 25 ton capacity)	65.24
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.)	65.24

Group 9

Crane Operator (over 25 tons up to and including 50 tons M.R.C.)	67.04
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)	65.41
Highline Cableway Operator	65.41
Hoise Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.)	65.41
K-Crane	65.41

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Polar Crane Operator	65.41
Self Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator)	65.41

Group 10

Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	68.46
Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.)	66.41
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.)	66.41
Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	68.46

Group 11

Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	68.96
Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)	67.41
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 100 tons, up to and including 200 tons M.R.C.)	67.41
Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	68.96
Tower Crane Operator and Tower Gantry	69.41

Group 12

Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	71.60
Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.)	68.41
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.)	68.41
Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	71.60

Group 13

Crane Operator (over 300 tons)	72.97
Derrick Barge Operator (over 300 tons)	69.41
Helicopter Pilot	69.41
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons)	69.41
Mobile Tower Crane Operator (over 300 tons)	72.97
Add \$.50 per hour for "Special" Shift	
Add \$1.00 per hour for "Multiple" Shift	

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

Group 1	63.81
Group 2	64.62
Group 3	64.84
Group 4	65.12
Group 5	65.24
Group 6	65.34
Group 7	65.37
Group 8	65.74
Group 9	65.87
Group 10	66.37

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

Group 1	63.74
Group 2	64.69
Group 3	65.03
Group 4	65.12
Group 5	65.34
Group 6	65.45
Group 7	65.57
Group 8	65.74
Group 9	65.87

PAINTER

Painter-Journeyman	50.45
Painter-Foreman	53.66

PILEDRIVER

Driverman, Rigman, Bridge and Dock Carpenter	53.96
Certified Welder	54.96
Piledriver-Foreman	57.63
Diver-Diving (wet pay)	99.96
Stand-By Diver	58.63
Tender	57.63

PLASTERER**ADD ZONE RATE**

Plasterer-Journeyman	47.51
Plasterer-Foreman	50.85

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Plasterer-General Foreman	52.52
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PLUMBER/PIPEFITTER

ADD ZONE RATE

Plumber/Pipefitter-Journeyman	59.68
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Plumber-Foreman	63.54
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Plumber-General Foreman	67.39
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REFRIGERATION

Refrigeration-Journeyman	59.68
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Refrigeration-Foreman	63.54
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Refrigeration-General Foreman	67.39
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ROOFER

(Does not include sheet metal roofs)

Roofer-Journeyman	32.39
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Roofer-Foreman	37.26
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SHEET METAL WORKER

ADD ZONE RATE

Sheet Metal-Journeyman	63.67
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Sheet Metal-Foreman	67.82
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Sheet Metal-General Foreman	71.96
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SPRINKLER FITTER

Sprinkler Fitter-Journeyman	59.57
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Sprinkler Fitter-Foreman	62.32
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Sprinkler Fitter-General Foreman	64.57
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TAPER

Taper	50.45
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TILE SETTER/TERRAZZO WORKER/MARBLE MASON

ADD ZONE RATE

Tile Setter/Terrazzo Worker/Marble Mason-Finisher	33.25
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Tile Setter	51.41
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Terrazzo Worker/Marble Mason	51.41
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TRAFFIC BARRIER ERECTOR

ADD LABORER ZONE RATE

Traffic Barrier Erector	47.79
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TRUCK DRIVER

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SEE GROUP CLASSIFICATIONS

Group 1	48.50
Group 2	48.60
Group 3	48.81
Group 4	48.99
Group 5	49.14
Group 6	49.49

Foreman \$1.00 above highest paid journeyman supervised.

ADD ZONE RATE**WELL DRILLER**

Well Driller	14.09
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EQUIPMENT GREASER (RACK)

Equipment Greaser (rack)

ADD OPERATING ENGINEER ZONE RATE

63.13

EQUIPMENT GREASER (GREASE TRUCK)

Equipment Greaser (grease truck)

ADD OPERATING ENGINEER ZONE RATE

65.72

EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT)

Equipment Greaser (grease truck/multi-shift)

ADD OPERATING ENGINEER ZONE RATE

64.62

TUNNEL, EQUIPMENT GREASER (GREASE TRUCK)

Tunnel, Equipment Greaser (grease truck)

ADD OPERATING ENGINEER ZONE RATE

65.34

FIELD SOILS AND MATERIAL TESTER

Field Soils and Material Tester

ADD OPERATING ENGINEER ZONE RATE

62.84

FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)

Field Asphaltic Concrete (soils and material tester)

ADD OPERATING ENGINEER ZONE RATE

64.62

Job Descriptions for Recognized Classes of Workmen

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

1. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
2. The work description for a particular class is not intended to be jurisdictional in scope nor to be construed as limiting or prohibiting any worker from performing the work of one or more classes.
3. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
4. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
5. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
 - Amendments to the prevailing wage determinations;
 - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

AIR BALANCE TECHNICIAN, includes but is not limited to:

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

ALARM INSTALLER, includes but is not limited to:

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

BOILERMAKER, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;

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4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

BRICKLAYER, includes but is not limited to:

1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures;
2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and
3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes, torches or cement.
4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in masonry on brick, stone or cement structures, including grinding and cutting out on such work and sand blasting, steam cleaning and gunite work.
5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, brick or concrete, including grinding and cutting out, sand blasting and gunite work on the same.

CARPENTER, includes but is not limited to:

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

CEMENT MASON, includes but is not limited to:

1. Smoothing and finishing surfaces of poured concrete floors, walls, sidewalks and curbs to specified textures;
2. Patching holes with fresh concrete or an epoxy compound;

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3. Molding expansion joints and edges through the use of edging tools, jointers and straightedges;
4. Setting of curb and gutter forms one board high;

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

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

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

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

ELECTRICIAN LINEMAN, includes but is not limited to:

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

ELECTRICIAN GROUNDMAN, includes but is not limited to:

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

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

1. Installing, servicing and repairing plastic, neon and illuminated signs;

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

ELECTRICIAN WIREMAN, includes but is not limited to:

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

ELEVATOR CONSTRUCTOR, includes but is not limited to:

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

FENCE ERECTOR, includes but is not limited to:

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

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;

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

FLOOR COVERER, includes but is not limited to:

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

GLAZIER, includes but is not limited to:

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

HIGHWAY STRIPER, includes but is not limited to:

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

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

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

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

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

IRONWORKER, includes but is not limited to:

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

LABORER, includes but is not limited to:

Perform tasks involving physical labor at building, highway, and heavy construction projects, tunnel and shaft excavations, and demolition sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and remove asbestos, lead, and other hazardous waste materials. May assist other craft workers.

MARBLE MASON, includes but is not limited to:

1. Cutting, tooling, and setting marble slabs in floors and walls of buildings and renovating and polishing marble slabs previously set in buildings;
2. Trimming, facing and cutting marble to a specific size using a power saw, cutting and facing equipment, and hand tools
3. Drilling holes in marble slabs and attaching brackets;
4. Spreading mortar on the bottom and sides of a marble slab and on the side of adjacent marble slabs;
5. Setting blocks in positions, tamping a marble slab into place and anchoring bracket attachments with wire;

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6. Filling joints between marble slabs with grout and removing excess grout with a sponge;
7. Cleaning and beveling cracks and chips on marble slabs using hand tools and power tools;
8. Heating cracked or chipped areas of a marble slab with a blowtorch and filling the defect with a composition mastic that matches the grain of the marble slab; and
9. Polishing marble slabs and other ornamental stone to a high luster by using hand tools and power tools.

MECHANICAL INSULATOR, includes but is not limited to:

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

MILLWRIGHT, includes but is not limited to:

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

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

PAINTER, includes but is not limited to:

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

PILEDRIIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

PIPEFITTER, includes but is not limited to:

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

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

PLASTERER, includes but is not limited to:

1. Applying coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to produce a finished surface according to blueprints, architects' drawings and oral instruction;
2. Creating decorative textures in finish coat by using sand, pebbles or stones;
3. Installing guide wires on exterior surfaces of buildings to indicate thickness of plaster or stucco;
4. Applying weatherproof, decorative covering to exterior surfaces of a building;
5. Molding and installing ornamental plaster pieces, panels and trim;
6. Directing workers to mix plaster to a desired consistency;

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7. Assembly of EFIS panels;
8. Laying out, cutting, joining, fitting and installation of Architectural Foam Elements which are trowel applied or adhesive set;
9. Applying, shaping, cutting, and planing in preparation for netting done by hand or machine;
10. All plaster or synthetic finishes applied to Foam Architectural Elements

PLUMBER, includes but is not limited to:

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

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

REFRIGERATION MECHANIC, includes but is not limited to:

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

ROOFER, includes but is not limited to:

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

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5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER, includes but is not limited to:

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

SPRINKLER FITTER, includes but is not limited to:

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

SURVEYOR, includes but is not limited to:

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

TAPER, includes but is not limited to:

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

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5. Coating of joint compound or taping mud;

TERRAZZO WORKER, includes but is not limited to:

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

TILE SETTER, includes but is not limited to:

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

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

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

TRAFFIC BARRIER ERECTOR, includes but is not limited to:

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

TRUCK DRIVER, includes but is not limited to:

Driving a tractor trailer combination or a truck transport goods or materials at the site of a public work or between sites of a public work.

(Also, see descriptions listed with Truck Driver rates, if any)

WELL DRILLER, includes but is not limited to:

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

GROUP CLASSIFICATIONS

LABORER

Group 1

Construction Clean-Up

Dry packing of concrete & filling of form bolt holes

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

Gas & oil pipeline laborer

Guinea chaser

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

Laborer, packing rod steel & pans

Laborer, temporary water lines (portable type)

Landscape gardener

Nurseryman

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

Underground laborer, including caisson bellows

Scaffold Erector (under 14 ft.)

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

Materials Handler – (incidental to trade)

Tool Crib

Light Crib

Light Tool Repairman

Landscape Gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to follow the landscape plan.)

Mechanical Stabilized Earth Wall

Construction Clean Up

Certified Firewatch

Group 2

Asphalt raker, ironer, spreader, luteman

Buggymobile man

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

Cesspool digger and installer

Chucktender (except tunnels)

Concrete core cutter

Concrete curer, impervious membrane and oiler of all materials

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Concrete saw man, excluding tractor type, cutting, scoring old or new concrete
Gas and oil wrapper, pot tender and form man
Making and caulking of all non-metallic pipe joints
Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately classified herein
Operator of cement grinding machine
Riprap stonepaver
Roto-scraper
Sandblaster (pot tender)
Scaler
Septic tank digger and installer (lead man)
Tank scaler and cleaner
Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

Group 3

Cutting torch operator
Gas and oil pipeline wrapper
Gas and oil pipeline laborer, certified
Jackhammer and/or pavement breaker
Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground tile
Mudcutter
Concrete vibrator operator, all sizes
Rock slinger
Scaler (using bos'n chair or safety belt or power tools)
Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral
Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drain pipe and underground tile.
Cement dumper (on one yard or larger mixers and handling bulk cement)
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Decorative rock installer (ponds, waterfalls, etc.)
Shotcrete/gunite

Group 4

Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
Head rock slinger
Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
Sandblaster (nozzleman)
Steel header-board man

Group 5

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

Gas and oil pipeline fusion
Gas and oil pipeline wrappers, 6" pipe and over

Group 6

Miner and Bullgang

Group 7

Asbestos Abatement
Lead Abatement
Hazardous Waste Abatement
Petro-Chemical Abatement
Radiation Remediation
Microbial Remediation
\$.50 wage rate above group III when wearing protective suite or respirator
Employees shall be properly certified and/or licensed at time of dispatch.

OPERATING ENGINEER, includes but is not limited to:

Group 1

Bargeman
Blade Operator Assistant
Brakeman
Compressor Operator
Ditch Witch, with seat or similar type equipment
Elevator Operator - inside
Engineer Oiler
Forklift Operator (under 5 Tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Pump Operator
Signalman
Steam Cleaner/Pressure Washer
Switchman

Group 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip type
Conveyor Operator
Fireman
Forklift Operator (over 5 Tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
PJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (wheel type up to ¾ yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

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Group 3

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

Group 4

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

Group 5

No current classification

Group 6

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Derrickman (Oilfield type)
Drilling Machine Operator, Bucket or Auger Types (Calweld 100

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

Group 7

Welder - General (Multi-Shift)

Group 8

Asphalt or Concrete Spreading Operator (Tamping or Finishing)
Asphalt Paving Machine Operator (Barber Greene or similar type)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar.
Cast in Place Pipe Laying Machine Operator
Combination Mixer and Compressor Operator (Guniting Work)
Compactor Operator - self propelled
Concrete Mixer Operator - Paving
Crushing Plant Operator (Non Portable)
Drill Doctor
Drilling Machine Operator, Bucket or Auger Types (Calweld 150
Bucket or similar types - Watson 1500, 2000, 2500 Auger or
similar types - Texoma 700, 800 Auger or similar types -
drilling depth of 60' maximum)
Elevating Grader Operator
Grade Checker
Gradall Operator
Grouting Machine Operator
Heavy Duty Repairman
Heavy Equipment Robotics Operator

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Kalamazoo Balliste Regulator or similar type
 Kolman Belt Loader and similar type
 Le Tourneau Blob Compactor or similar type
 Loader Operator (Athey, Euclid, Sierra and similar types)
 Master Environmental Maintenance Mechanic
 Mobark Chipper or similar types
 Ozzie Padder or similar types
 PC 490 Slot Saw
 Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
 Portable Crushing Plant Operator
 Pumpcrete Gun Operator
 Rock Drill or similar types
 Rotary Drill Operator (excluding Caison type)
 Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
 Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
 Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
 Self-Propelled Curb and Gutter Machine Operator
 Shuttle Buggy
 Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds.)
 Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
 Surface Heaters and Planer Operator
 Tractor Compressor Drill Combination Operator
 Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
 Tractor Operator (boom attachments)
 Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
 Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)
 Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating)
 Ultra High Pressure Waterjet Cutting Tool System Mechanic
 Water Pull (compaction)

Group 9

Heavy Duty Repairman (Multi-Shift)

Group 10

Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B
 Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
 Dual Drum Mixer
 Heavy Duty Repairman-Welder Combination
 Monorail Locomotive Operator (diesel, gas or electric)
 Motor Patrol - Blade Operator (single engine)
 Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)

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Pneumatic Pipe Ramming Tool and similar types
Pre-Stressed Wrapping Machine Operator (2 Operators required)
Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
Tower Crane Repairman
Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
Welder-Certified
Woods Mixer Operator (and similar Pugmill equipment)

Group 11

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

Group 12

Auto Grader Operator
Automatic Slip Form Operator
Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum)
Hoe Ram or similar with Compressor
Mass Excavator Operator - Less than 750 cu. yds.
Mechanical Finishing Machine Operator
Mobile Form Traveler Operator
Motor Patrol Operator (multi-engine)
Pipe Mobile Machine Operator
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)
Vermeer Rock Trencher (or similar type)

Group 13

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

Group 14

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

Group 15

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all

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

Group 16

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

Group 17

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

Group 18

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

Group 19

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

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

Group 20

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

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

Group 21

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

Group 22

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

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Group 23

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

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

Group 24

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

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

Group 25

Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

OPERATING ENGINEER-CRANES, PILEDRIVING AND HOISTING EQUIPMENT

Group 1

Engineer Oiler
Forklift Operator

Group 2

Truck Crane Oiler

Group 3

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

Group 4

Bridge-Type Unloader and Turntable Operator
Helicopter Hoist Operator

Group 5

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

Group 6

Bridge Crane Operator

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Cretor Crane Operator
Hoist Operator (Chicago Boom and similar type)
Lift Mobile Operator
Lift Slab Machine Operator (Vagtborg and similar types)
Material Hoist/Manlift Operator
Polar Gantry Crane Operator
Self Climbing Scaffold (or similar type)
Shovel, Backhoe, Dragline, Clamshell Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
Silent Piler
Tugger Hoist Operator (2 drum)

Group 7

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

Group 8

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

Group 9

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

Group 10

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)
Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)
Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Group 11

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C.)
Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

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Tower Crane Operator and Tower Gantry

Group 12

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

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

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

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

Group 13

Crane Operator (over 300 tons)

Derrick Barge Operator (over 300 tons)

Helicopter Pilot

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)

Mobile Tower Crane Operator (over 300 tons)

SURVEYOR GROUP CLASSIFICATIONS

Group 1

Chainman

Group 2

Rodman

Group 3

Instrument man

Group IV

Global Position Systems Chainman and Rodman

Hydrographic Engineering Technician I (Chainman)

Group V

Party Chief

Group VI

E.D.M. or Fathometer Instrument man

Group VII

Certified Party Chief

Group VIII

Hydrographic Engineer Party Chief

Group IX

Certified Hydrographic Engineer Party Chief

Global Position Systems Party Chief

Group X

Chief of Parties

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Two (2) or more crews

OPERATING ENGINEER-Tunnel

Group 1

Heavy Duty Repairman Helper

Group 2

Skiploader (wheel type up to ¾ yd. without attachment)

Group 3

Power - Driver Jumbo Form Setter Operator

Group 4

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

Group 5

Bit Sharpener

Equipment Greaser (Grease Truck)

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

Tugger Hoist Operator (1 drum)

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

Welder - General

Group 6

Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar

Drill Doctor

Grouting Machine Operator

Heading Shield Operator

Heavy Duty Repairman

Jumbo Pipe Carrier

Loader Operator (Athey, Euclid, Sierra and similar types)

Mucking Machine Operator (1/4 yd.)

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Pneumatic Heading Shield (tunnel)

Pumpcrete Gun Operator

Tractor Compressor Drill Combination Operator

Tugger Hoist Operator (2 drum)

Tunnel Locomotive Operator (over 30 tons)

Group 7

Heavy Duty Repairman-Welder Combination

Group 8

No current classification

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Group 9

Tunnel Mole Boring Machine Operator

TRUCK DRIVER, includes but is not limited to:

Group 1

Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service station attendant, teamster equipment (highest rate paid for dual craft operation), warehousemen, drivers of busses on site used for transportation of up to sixteen (16) passengers.

Group 2

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

Group 3

Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk, tireman.

Group 4

Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 25 tons and over) drivers of fuel and water trucks (6,000 gallon and over).

Group 5

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

Group 6

All Off-road Equipment, Truck Repairman, Transport Drivers and Drivers of Road Oil Spreader Trucks, DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem.

ZONE RATES

BRICKLAYER

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

0-40 Miles	\$0.00
41-50 Miles	\$2.50
51-70 Miles	\$5.00
Over 70 Miles	\$7.50

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

CARPENTER

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

Zone 1-0 to 40 miles	\$0.00
Zone 2-41 to 60 miles	\$2.50
Zone 3-Over 60 miles	\$4.25
Laughlin area	\$2.00

CEMENT MASON

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

Zone 1-0 to 50 miles	\$0.00
Zone over 50 miles	\$3.25

ELECTRICIAN COMMUNICATION TECHNICIAN

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

Zone 1- 0 to 25 miles	\$0.00
Zone 2- 26 to 55 miles	\$2.50
Zone 3-56 miles and over	\$3.50

ELECTRICIAN-WIREMAN

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

Zone 1-0 to 25 miles	\$0.00
Zone 2-26 to 55 miles	\$2.50
Zone 3-over 55 miles	\$3.50

LABORER

In addition to: LABORER, FLAGPERSON, HOD CARRIER BRICK MASON TENDER, HOD CARRIER PLASTERER, and TRAFFIC BARRIER ERECTOR rates add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 Miles	\$0.00
Zone 2-50 Miles and Over	\$3.75 including Laughlin area.

MECHANICAL INSULATOR

In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a radius figured from Clark County Courthouse:

Zone 1-20-45 miles-	\$3.75
Zone 2-45-75 miles-	\$5.00
Zone 3-75-150 miles-	\$7.50
Zone 4-150 miles and over-	\$8.75

MILLWRIGHT

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

Zone 1-0 to 20 miles	\$0.00
Zone 2-21 to 40 miles	\$1.50
Zone 3-41 miles and over	\$3.25

OPERATING ENGINEER

In addition to: OPERATING ENGINEER; CRANES, PILEDRIVING AND HOISTING EQUIPMENT, SURVEYOR, TUNNEL, EQUIPMENT GREASER (RACK), EQUIPMENT GREASER (GREASE TRUCK), EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT), TUNNEL, EQUIPMENT GREASER (GREASE TRUCK), FIELD SOILS AND MATERIAL TESTER and FIELD ASPHALTIC CONCRETE (SOILS AND MATERIALS TESTER) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	\$0.00
Zone 2-21 to 40 miles	\$2.00
Zone 3-41 to 60 miles	\$3.00
Zone 4-over 60 miles	\$3.50

PLASTERER

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

Zone 1-0 to 50 miles	\$0.00
Zone over 50 miles	\$3.25

PLUMBER/PIPEFITTER

In addition to PLUMBER/PIPEFITTER rates employees performing work on Public Works Projects covered by this Agreement shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

Zone 1-0-20 miles	\$ 0.00
Zone 2-21-45 miles	\$3.75
Zone 3-46-75 miles	\$7.50
Zone 4-76 miles and over	\$11.25

SHEET METAL WORKER

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

Zone 1-0 to 30 miles	\$0.00
Zone 2-31 to 50 miles	\$2.50
Zone 3-51 to 100 miles	\$3.50 (including Laughlin)
Zone 4-over 100 miles	\$5.00

TILE/TERRAZZO WORKER/MARBLE MASON

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

0-40 Miles	\$0.00
41-50 Miles	\$2.50
51-70 Miles	\$4.37
Over 70 Miles	\$6.87

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

TRUCK DRIVER

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

Zone 1-0 to 30 miles	\$0.00
Zone 2-31 to 50 miles	\$1.50
Zone 3-51 to 70 miles	\$2.50
Zone 4-Over 70 miles	\$3.50

Exhibit H

List of City Documents

3. Creation Ordinance to be adopted.
4. Assessment Ordinance to be adopted.
5. Bond Ordinance to be adopted.
6. Purchase Contract between City of Las Vegas, Nevada and Stifel, Nicolaus & Company, Incorporated, to be executed.

Exhibit I

Assessment Roll

ASSESSMENT ROLL

City of Las Vegas

Special Improvement District No. 812

Summerlin Village 24

The assessment roll by APN is shown below:

Assessment No.	Assessor Parcel No.	Assessment Amount	Owner Name and Address
1	<u>Village 24</u> 137-33-801-002 137-34-219-001 137-34-219-003 thru 008 137-34-319-002 137-34-415-004 137-34-415-006 & 007 137-34-416-001 thru 102 164-03-111-003 thru 005 164-03-112-001 thru 146 164-03-113-001 thru 003 164-03-114-001 & 002 164-04-010-001	\$ 29,500,000 (See Note)	The Howard Hughes Company, LLC 10801 West Charleston Blvd. Suite 300 Las Vegas, NV 89135
Total Assessment:		\$ 29,500,000	

Note: As described on the attached metes and bounds descriptions. The Assessor parcel numbers are provided for informational purposes only.

SUMMERLIN VILLAGE 24

SID DESCRIPTION

PARCEL 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 118, PAGE 100 OF PARCEL MAPS TOGETHER WITH A PORTION OF THE MAPPED AREAS OF "SUMMERLIN VILLAGE 24 UNIT NO. 1" AS SHOWN IN BOOK 131, PAGE 29 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE, LYING WITHIN SECTION 33 AND THE WEST HALF (W 1/2) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M, TOGETHER WITH THE

NORTHWEST QUARTER (NW 1/4) OF SECTION 3 AND THE NORTH HALF (N 1/2) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 4;

THENCE ALONG THE SOUTH LINE OF THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 4, SOUTH 89°17'20" WEST, 2521.17 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 40°49'30" WEST, 957.02 FEET;

THENCE NORTH 34°24'52" WEST, 228.98 FEET;

THENCE SOUTH 90°00'00" WEST, 367.13 FEET;

THENCE NORTH 40°09'10" WEST, 328.70 FEET;

THENCE NORTH 40°25'07" EAST, 1231.39 FEET;

THENCE FROM A TANGENT BEARING NORTH 20°32'42" EAST, CURVING TO THE RIGHT ALONG THE ARC OF A 9500.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 08°24'12", AN ARC LENGTH OF 1393.32 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 61°03'06" WEST;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 3000.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 18°53'09", AN ARC LENGTH OF 988.86 FEET;

THENCE NORTH 10°03'45" EAST, 1094.88 FEET;

THENCE FROM A TANGENT BEARING NORTH 08°49'39" WEST, CURVING TO THE RIGHT ALONG THE ARC OF A 687.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 18°53'24", AN ARC LENGTH OF 226.50 FEET;

THENCE NORTH 10°03'45" EAST, 354.70 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 47.12 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 10°03'45" EAST;

THENCE NORTH 10°03'45" EAST, 76.00 FEET;

THENCE SOUTH 79°56'15" EAST, 559.12 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 1138.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 24°53'33", AN ARC LENGTH OF 494.41 FEET;

THENCE SOUTH 55°02'42" EAST, 393.36 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 1062.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 40°35'33", AN ARC LENGTH OF 752.40 FEET;

THENCE NORTH 84°21'45" EAST, 243.74 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 49.74 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 79°21'45" EAST;

THENCE NORTH 78°29'35" EAST, 58.68 FEET;

THENCE SOUTH 10°38'15" EAST, 1696.36 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 4420.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 42°26'08", AN ARC LENGTH OF 3273.64 FEET;

THENCE SOUTH 53°04'23" EAST, 343.06 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD AS DEDICATED TO NEVADA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED JUNE 06, 1988 IN BOOK 880606 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00481;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD THE FOLLOWING THREE (3) COURSES:

1) SOUTH 41°55'37" WEST, 236.82 FEET;

2) NORTH 82°46'06" WEST, 464.52 FEET;

3) SOUTH 07°13'54" WEST, 100.00 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD AND CONTINUING SOUTH 07°13'54" WEST, 80.12 FEET;

THENCE SOUTH 83°24'53" WEST, 704.02 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 76°28'41", AN ARC LENGTH OF 667.40 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 3, TO WHICH A RADIAL LINE BEARS NORTH 83°03'49" WEST;

THENCE ALONG SAID SOUTH LINE, NORTH 89°40'23" WEST, 960.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 504.97 ACRES.

Exhibit J

Permits Required

- Clark County Department of Air Quality – Dust Control Permit for Construction Activities
- Issuance of appropriate grading and building permits pursuant to City Code Title 16
- City of Las Vegas Public Works Offsite construction permits
- Amendment of City General Plan (GPA) to conform to development plans
- Encroachment Permits with Nevada Department of Transportation (Charleston Boulevard)
- Approval of land use categories pursuant to City Unified Development Code Title 19.10
- Approval of subdivision and parcel maps and applicable fees pursuant to City Unified Development Code Title 19.16.010.C
- Model Home permits pursuant to City Unified Development Code Title 19.16.190
- Connection and other fees as required by City Sanitation and Las Vegas Valley Water District pursuant to applicable Service Rules
- Desert Tortoise Habitat Conservation fee pursuant to City Code Chapter 19.02.300
- Nevada Division of Environmental Protection – Construction Storm water Permit
- Sign and billboard permits pursuant to City Code Chapter 17.12
- Residential construction tax pursuant to City Code Chapter 4.24
- Other permits and fees as currently existing or hereafter adopted by the City or other government or quasi-governmental entity or agency

Exhibit K

City of Las Vegas Special Improvement District #812 Information Form

Dear Property Owner,

You are about to purchase a property in Special Improvement District #812 of the City of Las Vegas. Below are some commonly asked questions regarding Special Improvement Districts. Please take the time to read through all of the information. After reading the information, please sign, date, and mail the form.

Why was the Improvement District Created?

In _____ of 2015, the City of Las Vegas issued \$_____ in bonds to fund the acquisition and construction of certain street, water, sewer, storm sewer, and drainage improvements specifically benefiting property located in the City's Special Improvement District No. 812. The owner of your property at the time the District was created acknowledged and agreed that your property was benefitted by an amount at least equal to the assessments to be levied thereon from the construction of that portion of the above improvements that could be financed with the net proceeds of the bonds (i.e., \$26,000,000). By purchasing the property, you are agreeing and acknowledging to the same.

What are my assessment installment payments used for?

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

Who is responsible for payment?

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

How often are assessments installments billed?

Assessment installments are billed semi-annually. Assessment payments are due April 1 and October 1 of each year until October 1, 2035. Late Penalties for delinquent installments can be substantial. To avoid late penalties and potential sale and foreclosure proceedings, please pay the minimum amount due prior to the Due Date. Late penalties accrue at the first of each month if payment is not received on or before the Due Date.

Can the assessment be paid in advance?

Yes. The assessment may be paid in full at any time. The current Payoff Amount is indicated on the front of the assessment bill you will receive. This amount is valid only if received on, or prior to, the Due Date. Assessments can also be partially pre-paid. Partial prepayments must be indicated on the payment coupon.

Is there a premium charged for prepaying my assessment?

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

What happens if I sell my home?

The remaining assessment is transferred to the new owner at the time of sale.

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

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

What about Overpayments?

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

Is my assessment limited to the property I own?

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

Where can I get further information about the Improvement District or my bill? Call (702) 229-4942.

PLEASE SIGN BELOW.

Buyer: _____ Date: _____ Principal Amount Assumed: \$ _____

APN: _____

Title Company: _____ Date: _____

Please mail original signed copy to:

City of Las Vegas-Summerlin, Treasurer's Office, 495. S. Main St., Las Vegas, NV 89101

Exhibit L

Developer Payment Request Form

Date: _____

To: Department of Public Works

Attn: David Bowers

333 N. Rancho Dr.

Las Vegas, NV 89106

Dear Mr. Bowers:

Attached please find documentation [including lien releases] evidencing a payment request in the total amount of \$_____. The payment request is as contemplated by described in the Financing Agreement for the expenses and costs heretofore paid by the Developer and listed in the attached itemized statement, as contemplated by the Development and Financing Agreement between us and the City of Las Vegas dated _____, 2015: (itemize and detail expenses or costs on an attached sheet(s))

Please remit payment to the following party and address:

Thank you.

THE HOWARD HUGHES COMPANY, LLC

By:_____

Title:_____

Approved for payment:

[Engineering Representative of City]

Date: _____

[Finance Representative of City]

Date:_____

Exhibit M

Form of Guaranty

GUARANTY

This Guaranty ("**Guaranty**") is made and entered into as of the ____ day of _____, 2015, by Howard Hughes Properties, Inc., a Nevada corporation ("**Guarantor**"), and delivered to the City of Las Vegas ("**City**"), a political subdivision of the State of Nevada, with respect to the following facts and circumstances:

A. The City of Las Vegas City Council proposes to establish City of Las Vegas, Nevada, Improvement District No. 812 (Summerlin Village 24) (the "District") pursuant to Chapter 271 of the Nevada Revised Statutes ("NRS") and to sell certain limited obligation special assessment bonds (the "Bonds") for the purpose of constructing certain public improvements in the District.

B. In order to provide moneys for the payment of principal, interest and premium, if any, on the Bonds, The Howard Hughes Company, LLC, a Delaware limited liability company ("**Developer**"), as the property owner in the District or the irrevocably appointed and authorized agent of the contract owner of the property for the purpose of executing any agreement on behalf of the contract owner in connection with the establishment of the District, was required, pursuant to NRS 271.710 and 271.720 to enter into a written agreement for the acquisition or construction, or both, of such public improvements, designated in connection with the District as the "Development and Financing Agreement" and dated as of September 16, 2015 (the "Agreement"), by and between Developer and the City. The Agreement provides for assessments, as more specifically described in the Agreement, on the property within the District, which constitute a lien on such property (the "Assessment" or "Assessments").

C. Any terms used herein and not otherwise defined shall have the meaning given them in the Agreement.

In consideration of the City's issuance of the Bonds to finance improvements, Guarantor has agreed, at the request of Developer and the City, to guarantee unconditionally certain terms of the Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, Guarantor, as a separate and independent obligation of Guarantor to the City, agrees with the City as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS

Guarantor makes the following representations and warranties which shall be continuing representations and warranties, as long as any of Developer's obligations to perform under Article 1 and Article 3 of the Agreement have not been fully and satisfactorily performed.

Section 1.01 Guaranty Binding. This Guaranty is a valid and legally binding obligation

of Guarantor enforceable in accordance with its terms.

Section 1.02 No conflict. The execution and delivery of this Guaranty are not, and the performance of this Guaranty will not be, in contravention of, or in conflict with, any agreement, indenture or undertaking to which Guarantor or Developer is a party.

ARTICLE II. GUARANTY

Section 2.01 Guaranty. Guarantor unconditionally guarantees and promises to:

(1) In the event Developer fails to do so, pay all costs of engineering design, appraisals, environmental work, property acquisition, title work and engineering services for the Project for which Developer is obligated under the Agreement and which are incurred or due and payable prior to the time Bonds are issued for the District or in the event bonds are not issued.

(2) In the event the cost of construction together with all other costs paid from the proceeds of the Bonds issued for the District exceeds the amount of the proceeds of those Bonds available for payment of those costs, and should Developer fail to do so, pay in cash the amount of any such cost overruns when due.

(3) In the event Developer fails to do so, and other moneys are not available for payment of such costs, remedy any defects in any subproject and pay for any damage to other work resulting therefrom which shall appear within one (1) year from the date of transfer of title of that subproject to the City, LVVWD or CCSD, whichever is applicable, or such longer periods as may be required by the City, LVVWD or CCSD.

(4) In the event Developer fails to do so, protect and indemnify and hold the City, its officers or employees and agents and each of them harmless as provided in Article 3 of the Agreement.

(5) In the event the Developer fails to do so, otherwise fully and satisfactorily perform all of the Developer's obligations under Article 1 and Article 3 of the Agreement.

Section 2.02 Limitation. This Guaranty extends to those obligations of the Developer which are described in Section 3.13 of the Agreement as being personal obligations of the Developer, but does not extend to those assessment obligations described in that Section 3.13 of the Agreement as relating only to the Developer's property.

ARTICLE III. MISCELLANEOUS

Section 3.01 Governing Law; Jurisdiction and Venue. This Guaranty shall be governed by and construed in accordance with the laws of the State of Nevada. In the event that the City in its sole and absolute discretion, determines that it is necessary to enforce its rights hereunder through litigation, Guarantor hereby consents to the jurisdiction of any federal or state court in the State of Nevada over such litigation. The Parties stipulate to venue in such courts in Clark County, Nevada.

Section 3.02 Modification. The parties to the Agreement shall not enter into any alteration or modification thereof which would in any way increase the extent of the Guarantor's obligations hereunder, or which would make performance by the Developer more difficult, without first obtaining Guarantor's written consent. Guarantor shall have the benefit of any modification of the obligations of Developer under the Agreement, and shall also have the benefit of any settlement, compromise, or adjustment of any claims of the City arising out of the Agreement.

Section 3.03 Waivers. Guarantor waives any right to require the City to proceed against any other person liable for performance guaranteed hereby, to proceed against or exhaust any security held from any other person or to pursue any other remedy, including without limitation any remedy against Developer, and Guarantor understands and acknowledges that any demand upon Guarantor to perform under this Guaranty may, at the sole and absolute option of the City, be enforced against Guarantor as a separate and independent action apart from the obligation of the Developer that is secured by this Guaranty. Guarantor understands and acknowledges that NRS 40.430 does not apply to this Guaranty, and if it should ever be interpreted as applying, Guarantor specifically waives any right that it may otherwise have under and by virtue of NRS 40.430. The City may, at its election, exercise any right or remedy it may have against any other person or any security held by the City, without affecting or impairing in any way the liability of Guarantor hereunder, except to the extent the obligations guaranteed hereby are fully and satisfactorily performed, and Guarantor waives any defense arising out of the absence, impairment or loss of any right of reimbursement, contribution or subrogation or any other right or remedy of Guarantor against any security whether resulting from such election by the City or otherwise.

Section 3.04 Notice. All notices, demands, instructions, and other communications required or permitted to be given to, or made upon, any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the CITY: City of Las Vegas, Nevada
 c/o City Manager
 495 S. Main St.
 Las Vegas, NV 89101

If to the DEVELOPER: Use same address as in District Development and
 Financing Agreement

If to the GUARANTOR: Same address as Developer

If any notice hereunder is given to the City, a copy shall be forwarded by first class mail, postage prepaid, to the City's Director of Public Works and City Counsel at: % Director of Public Works, City of Las, Vegas, 333 N. Rancho Dr., Las Vegas, NV 89106 and % City Attorney, 495 S. Main St., Las Vegas, NV 89101.

If notice hereunder is given to the Developer, a copy should be forwarded by first-class

mail, postage prepaid, to the Developer's counsel as follows: Attn: Legal Department, 10801, W. Charleston Boulevard, Suite 300, Las Vegas, Nevada 89135_____ and to the Guarantor's counsel as follows: , Attn: Legal Department, 10801 W. Charleston Boulevard, Suite 300, Las Vegas, Nevada 89135, with a copy to Attn: General Counsel, c/o The Howard Hughes Corporation, One Galleria Tower, 13355 Noel Road, 22nd Floor, Dallas, Texas 75240.

HOWARD HUGHES PROPERTIES, INC.
a Nevada corporation

By:_____

Its:_____