

Exhibit A

Residential Land Use Table and Master Land Use Plan

24-0603
01/30/2025



SITE DATA		
DESCRIPTION	ACREAGE	DWELLING UNITS PER ACRE
GROSS ACREAGE	94.93 AC	35.50 DU/AC
NET ACREAGE	94.93 AC	
RECREATION AREA		10.08 AC
MAXIMUM DWELLING UNITS		1,605 DU
MAXIMUM NON-RESIDENTIAL GROSS FLOOR AREA		70,500 SF

PARCEL DATA			
PARCEL	ACREAGE	DEVELOPMENT GROUPS	SUGGESTED UNITS/NON-RESIDENTIAL DENSITY ¹
PARCEL 1	6.24 AC	DP-MU	29.81 DU/AC
PARCEL 2	3.91 AC	DP-MU	40.37 DU/AC
PARCEL 3	4.23 AC	DP-MU	32.14 DU/AC
PARCEL 4	2.89 AC	DP-C	35.12 DU/AC
PARCEL 5	1.76 AC	DP-C	35.23 DU/AC
PARCEL 6	4.57 AC	DP-C	31.82 DU/AC
PARCEL 7	4.54 AC	DP-4	20.04 DU/AC
PARCEL 8	3.51 AC	DP-4	19.94 DU/AC
PARCEL 9	3.11 AC	DP-CIA, DP-COND, CR DP-TH	55 DU
PARCEL 10	4.20 AC	DP-RA*	
PARCEL 11**	6.41 AC	DP-CIA, DP-COND, DP-TH, OR DP-4	117 DU
PARCEL 12	9.04 AC	DP-CID OR DP-1	62 DU
PARCEL 13	7.06 AC	DP-CID OR DP-1	46 DU
PARCEL 14	4.29 AC	DP-4	96 DU
PARCEL 15	7.79 AC	DP-4	182 DU
PARCEL 16	2.03 AC	DP-4	21.86 DU/AC
PARCEL 17	2.00 AC	DP-CV	10,000 SF
TOTAL	77.88 AC	1,566 DU	20.11 DU/AC

TOTAL PARCEL DATA				
RESIDENTIAL MULTI-FAMILY	28.57 AC	DP-4	923 C.U.	58.94%
RESIDENTIAL SINGLE-FAMILY ATTACHED	3.31 AC	DP-CIA, DP-COND, CR DP-TH	55 D.U.	3.51%
RESIDENTIAL SINGLE-FAMILY DETACHED	16.10 AC	DP-C, D OR DP-1	108 C.U.	6.50%
COMMERCIAL	9.12 AC	DP-C	480 C.U.	30.65%
MIXED-USE	14.39 AC	DP-MU		
SCHOOL	2.00 AC	DP-CV		
TOTAL	77.88 AC		1,566 DU	20.11 DU/AC
				70,500 SF

*NOTE: REFER TO RECREATION AREA MASTER PLAN
 **NOTE: PARCEL 11 MAY BE DEVELOPED AS MULTI-FAMILY, SINGLE-FAMILY ATTACHED, OR A COMBINATION.

24-0603
01/30/2025

Exhibit B

Property Description

24-0603
01/30/2025

Exhibit "B"
Legal Description

APN: 139-36-502-003 (ptn)

PARCEL 1

BEING PARCEL 1 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA IN FILE 131 OF PARCEL MAPS, AT PAGE 38; LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

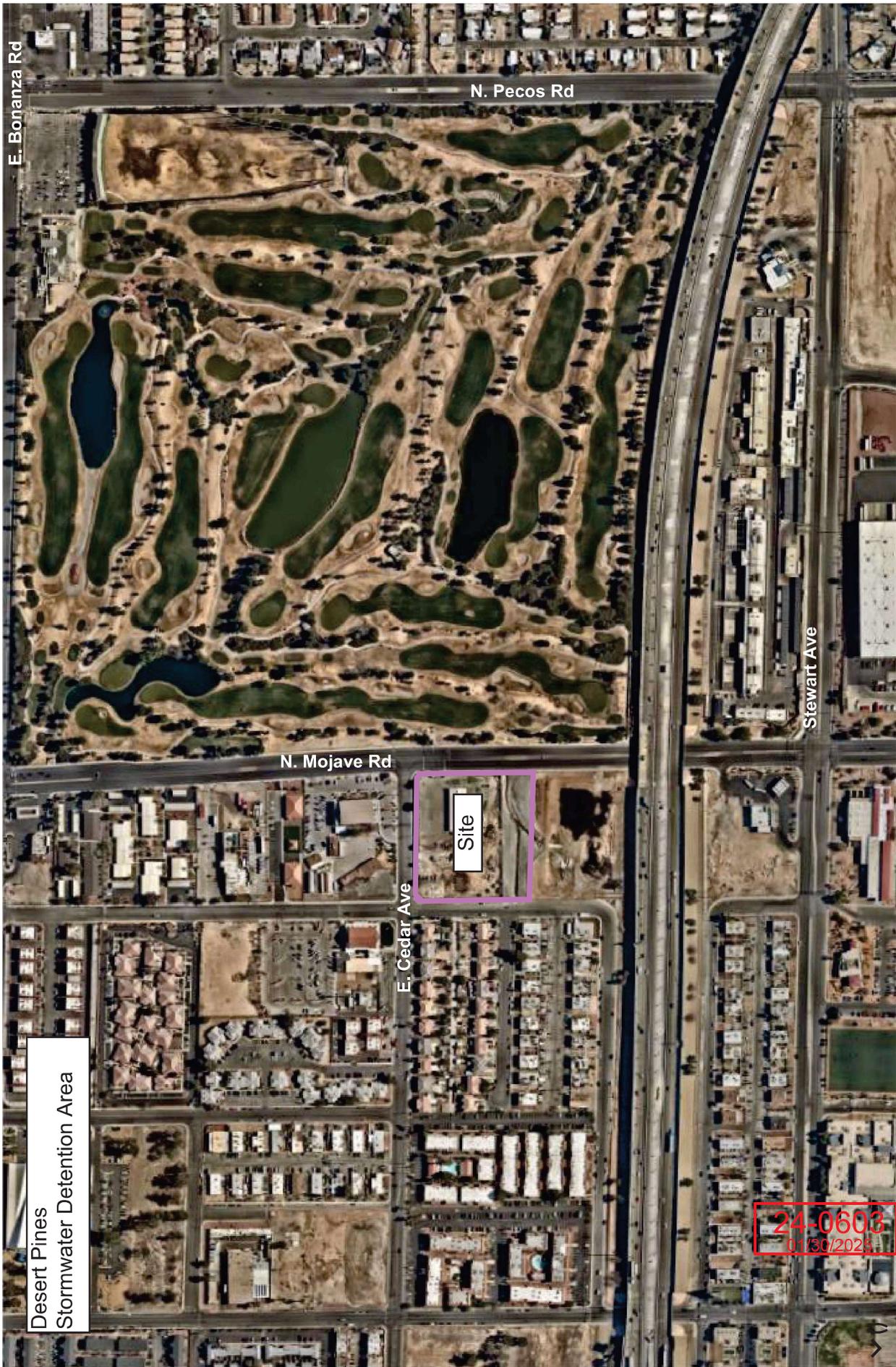
CONTAINING 94.93 ACRES, AS SHOWN ON SAID MAP.

24-0603
01/30/2025

Exhibit C

Stormwater Area Depiction

24-0603
01/30/2025



E. Bonanza Rd

N. Pecos Rd

Stewart Ave

N. Mojave Rd

Site

E. Cedar Ave

Desert Pines
Stormwater Detention Area

24-0603
01/30/2025

Exhibit D

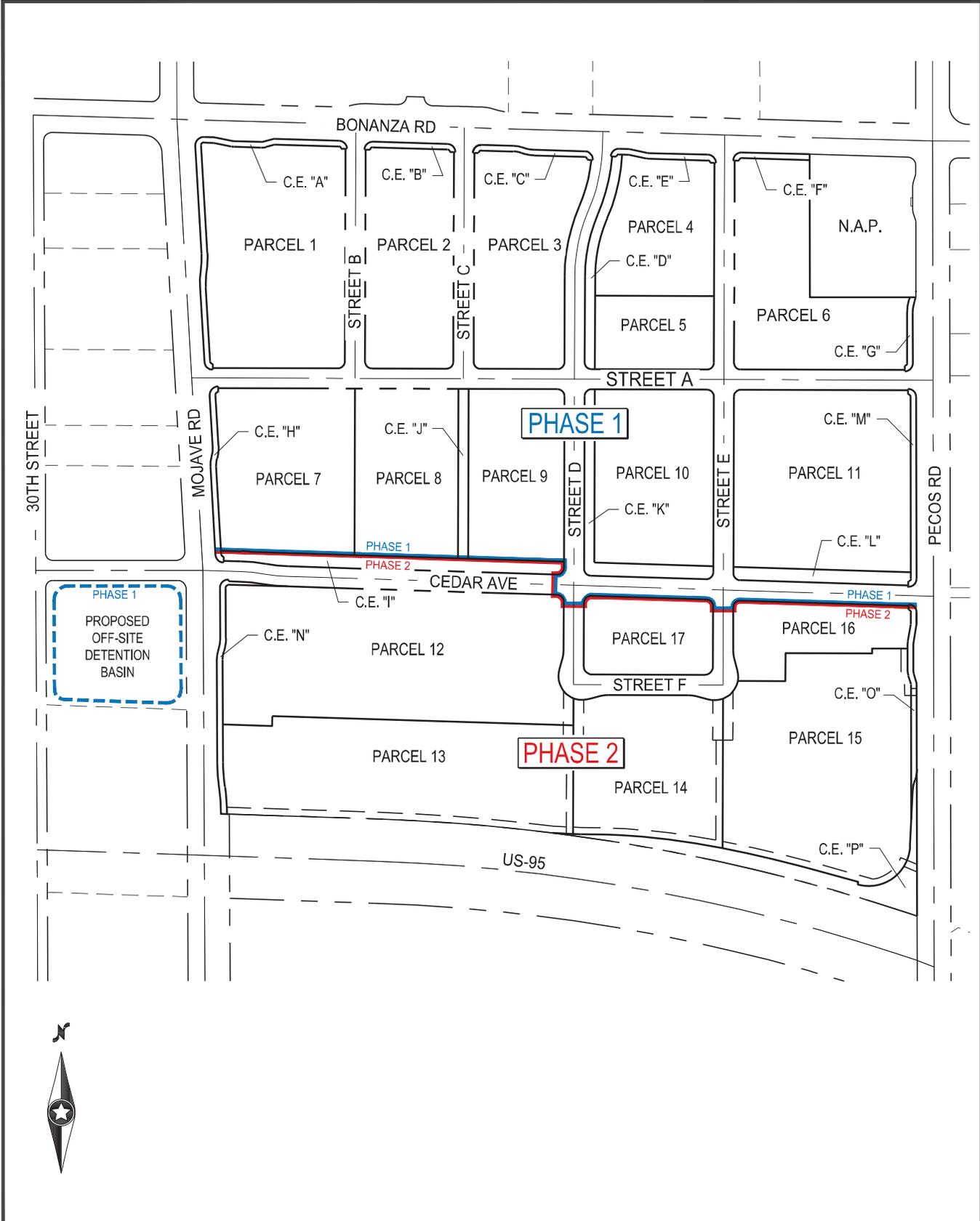
Desert Pines Development Standards and Architectural Design Guidelines

24-0603
01/30/2025

Exhibit E

Phasing Map

24-0603
01/30/2025



Westwood
 Phone (702) 284-5300 5725 W. Badura Ave.
 Suite 100
 Las Vegas, NV 89118
westwoodps.com
 Westwood Professional Services, Inc.

DESERT PINES GOLF COURSE REDEVELOPMENT
DEVELOPMENT PHASE EXHIBIT

240063
01/30/2025

Exhibit F

Master Drainage Study (On file with Dept. of Public Works)

24-0603
01/30/2025

Exhibit G

Master Sanitary Sewer Study (On file with Dept. of Public Works)

24-0603
01/30/2025

Exhibit H

Master Traffic Study (On file with Dept. of Public Works)

24-0603
01/30/2025

Exhibit I

Title 19 Unified Development Code

24-0603
01/30/2025

Exhibit J

Existing Billboard Entitlements

24-0603
01/30/2025

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q CALLISTER
MICHAEL J MCDONALD
GARY REESE

CITY MANAGER
LARRY K BARTON



CITY of LAS VEGAS

June 26, 1996

Ms Lynn Macy, Deputy City Manager
City of Las Vegas
On Behalf of Walters Group/
Golf Club of Nevada
400 East Stewart Avenue
Las Vegas, Nevada 89101

RE U-34-96 - SPECIAL USE PERMIT

Dear Ms Macy

The City Council at a regular meeting held June 19, 1996 APPROVED the request for a Special Use Permit for four 14 foot x 48 foot off-premise advertising (billboard) signs on property located on the north side of the I-515 Freeway between Mojave Road and Pecos Road C-V Zone, subject to

- 1 The Board shall review this use in five years at a public hearing, and at that time may require the sign to be removed
- 2 The applicant shall obtain an off-premise sign certificate from the Planning and Development Department prior to the issuance of a building permit
- 3 Site development shall comply with all applicable Conditions of Approval of CV-1-96
- 4 The applicant shall retain content control over displays on the billboard faces
- 5 City Code requirements and design standards of all City departments must be satisfied

An approved Variance or Special Use Permit must be exercised within one year or it becomes null and void, unless a request for an Extension of Time is duly filed with the Planning and Development Department for consideration and approval by the appropriate board

Sincerely,


SANDRA R LeBOEUF
Senior Deputy City Clerk
 /cmp

cc (See Attached)



400 E STEWART AVENUE • LAS VEGAS NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386 9108 (TDD)

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q CALLISTER
MICHAEL J MCDONALD
GARY REESE

CITY MANAGER
LARRY K BARTON



CITY of LAS VEGAS

PLANNING AND DEVELOPMENT DEPARTMENT

May 31, 1996

Ms Lynn Macy, Deputy City Manager
City of Las Vegas on behalf of Walters Group/
Golf Club of Nevada
400 East Stewart Avenue
Las Vegas, Nevada 89101

RE U-34-96 - SPECIAL USE PERMIT

Dear Ms Macy

Your request for a Special Use Permit for four 14 foot x 48 foot off-premise advertising (billboard) signs on property located on the north side of the I-515 Freeway between Mojave Road and Pecos Road, Ward 3, C-V Zone, was considered by the Board of Zoning Adjustment on May 28, 1996

The Board of Zoning Adjustment APPROVED your request as being in accord with the general spirit and purpose of the Ordinance subject to the following conditions

- 1 The Board shall review this use in five years at a public hearing, and at that time may require the sign to be removed
- 2 The applicant shall obtain an off-premise sign certificate from the Planning and Development Department prior to the issuance of a building permit.
- 3 Site development shall comply with all applicable Conditions of Approval of CV-1-96
- 4 City Code requirements and design standards of all City departments must be satisfied



400 E STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)

City of Las Vegas on behalf of Walters Group/Golf Club of Nevada
U-34-96 - Page 2
May 31, 1996

This item will be considered by the City Council at its meeting scheduled for June 19, 1996 at 2 00 p m in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada You or your representative must be present to answer any pertinent questions which may anse regarding this request.

Very truly yours,



Phyllis Hargrove, Senior Planner
Current Planning Division

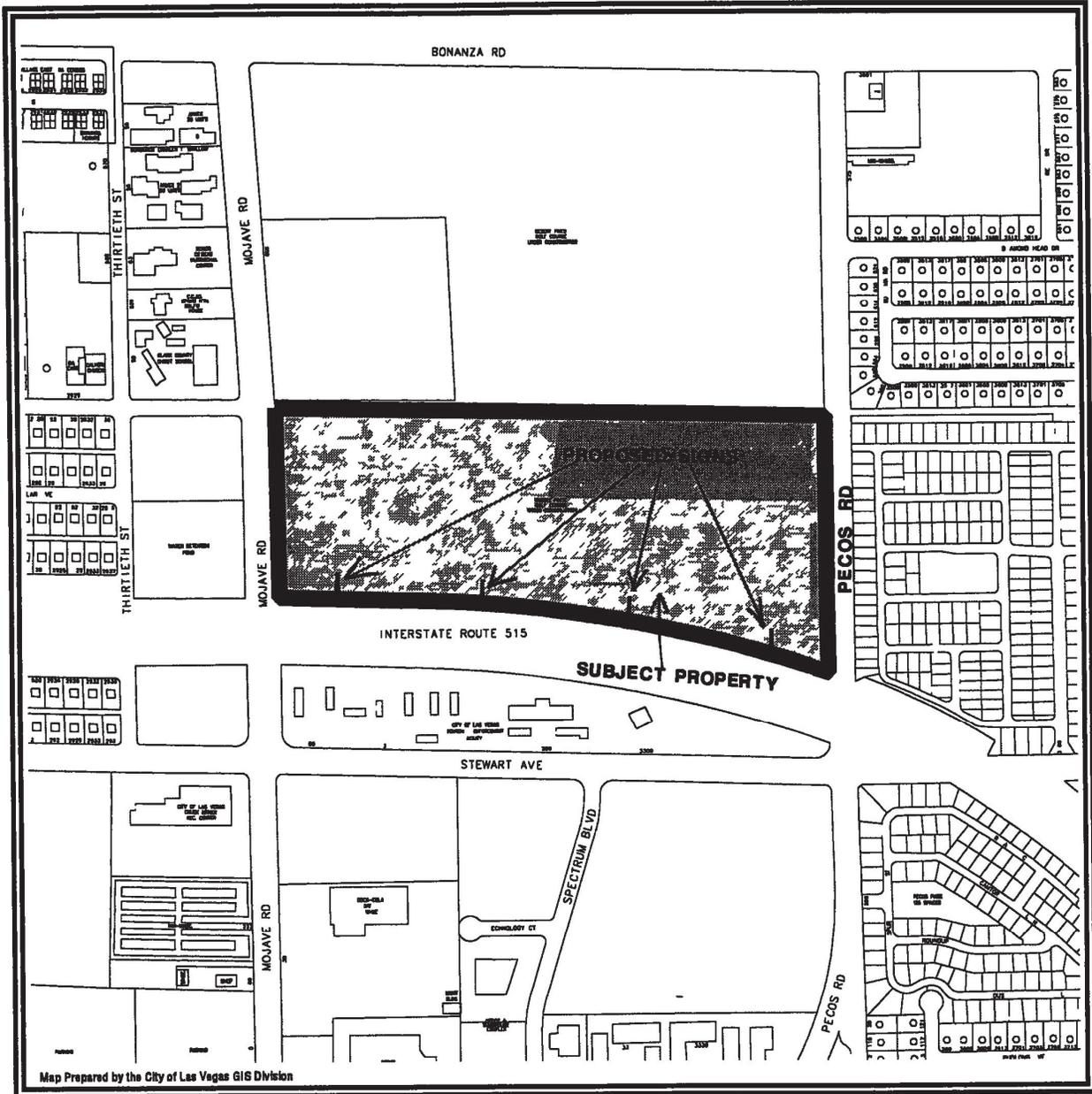
PH gm

Attachment

cc Mr Dick Campbell
Walters Group/Golf Club of Nevada
145 East Reno Avenue
Las Vegas, Nevada 89119

Mr Chuck Dykes
Seiler, Inc
3773 Howard Hughes Parkway, Suite 500 North
Las Vegas, Nevada 89109

24-0603
01/30/2025



Map Prepared by the City of Las Vegas GIS Division

Case Number: U-34-96 **Applicant:** City of Las Vegas on behalf of Walters Group

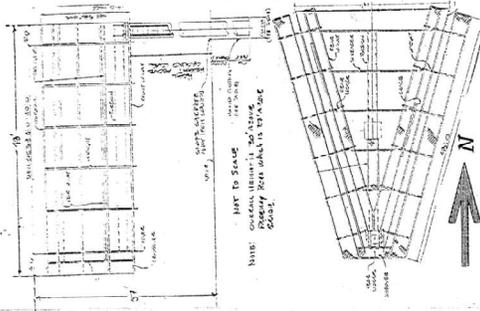
PLANNING & DEVELOPMENT

 24-0603
 01/30/2025
 702-729-6301



THE GOLF CLUB OF NEVADA

CONCEPT E' STAKING PLAN

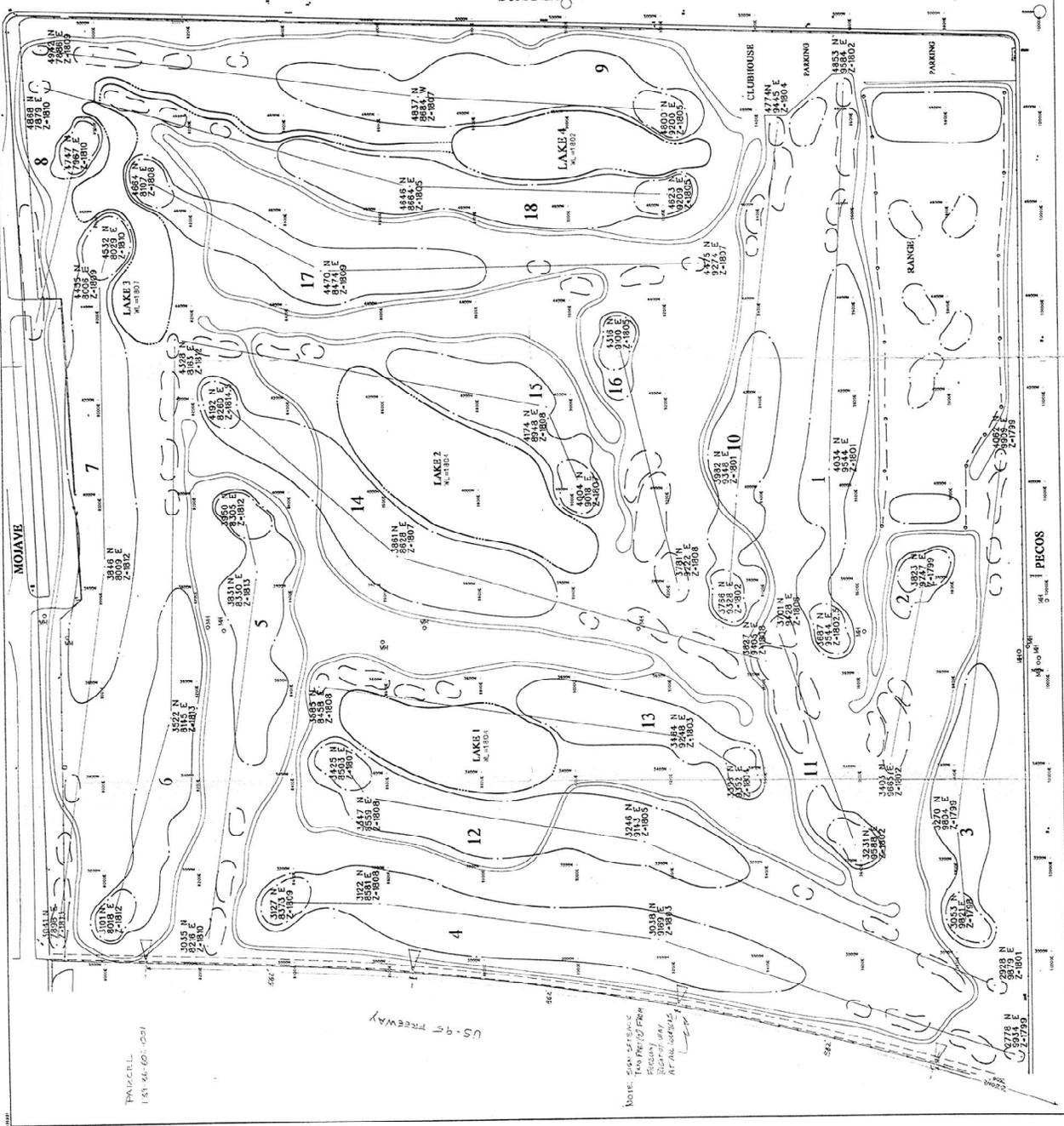


SCALE 1" = 100'

- NOTES
1. THESE PLANS ARE PRELIMINARY AND NOT INTENDED FOR CONSTRUCTION USE PRIOR TO REVIEW AND APPROVAL BY OWNER, ENGINEER, AND CITY AND COUNTY AGENCIES.
 2. ALL WORK SHALL CONFORM TO "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS" CONTRACT TO BE BY **241010603** MEETS AND UNDERGROUND UTILITIES SHALL:
 3. AND UNDERGROUND UTILITIES SHALL:

SEILER, OUBACK
5775 HOWARD HUGHES PARKWAY
SUITE 550 LAS VEGAS
LAS VEGAS, N.V. 89107

01/30/2025 11:11 AM

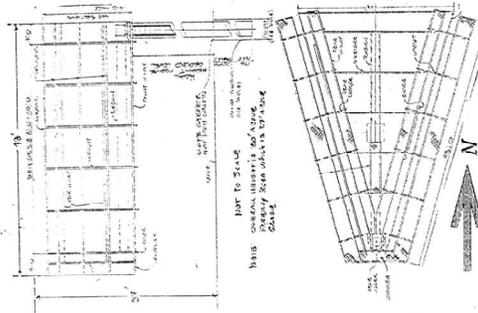


PRINCELL
157-56-60-021

Note: SEE SPECIFICATIONS FOR
TYPICAL HOLE
REVISIONS
AT ALL LOCATIONS

THE GOLF CLUB OF NEVADA

CONCEPT E' STAKING PLAN



SCALE 1" = 100'

NOTES

1. THESE PLANS ARE PRELIMINARY AND NOT INTENDED FOR CONSTRUCTION USE PRIOR TO REVIEW AND APPROVAL BY OWNER, ENGINEER, AND CITY AND COUNTY.
2. ALL WORK SHALL CONFORM TO "UNIFORM STANDARD SPECIFIC AT CONSTRUCTION - CLARK COUNTY" AND UNDERGROUND UTILITIES BEFORE CONSTRUCTION.

2740603
01/30/2025 11:31 AM

SEILER CONSULTANTS
3745 HOWARD STREET, SUITE 500
LAS VEGAS, NV 89107

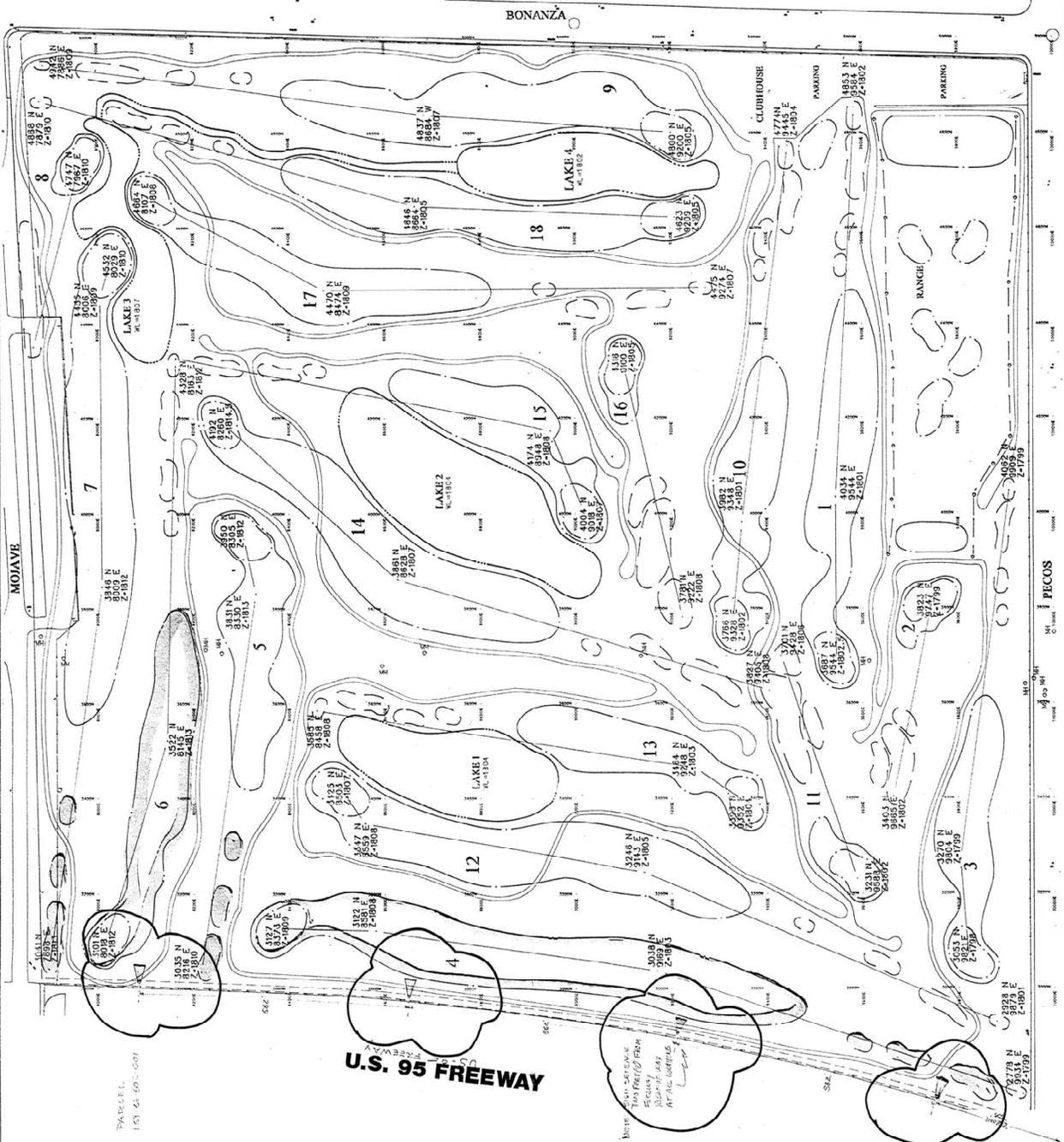


TABLE L
1:23 45:40:001

U.S. 95 FREEWAY

U-34-96
BGA 5/20/16 APP
C.L./M/A/APP

Exhibit K

Development Impact Notice and Assessment

24-0603
01/30/2025



DEPARTMENT OF PLANNING

DEVELOPMENT IMPACT NOTICE AND ASSESSMENT (DINA) PROJECT OF REGIONAL SIGNIFICANCE (PRS)

Pursuant to Las Vegas Municipal Code (LVMC) Section 19.16.010(E) and Ordinance No. 5477 (May 1, 2002), the City of Las Vegas has determined that your project is subject to a Development Impact Notice and Assessment (DINA) and/or meets the criteria for a Project of Regional Significance as established by the Southern Nevada Regional Policy Plan.

Applicant Information

The following Environmental Impact Assessment is being submitted for consideration for the proposed project known as Desert Pines Golf Course Redevelopment, located at N. Mojave Road, E. Bonanza Road, N. Pecos Road, and I-11/US 95.

This document is being prepared by:

Company Name: Desert Pines Master Development LLC

Address: 100 N. Broadway Street, Suite 100

Contact Person:

Name: Antonio Bermudez

Title: Project Manager

Telephone: (213) 236-2676

Fax: (213) 236-2677

E-mail: antonio.bermudez@mccormackbaron.com

I certify that the statements made by me on this Environmental Impact Assessment represent my best professional judgment and are, to the best of my knowledge, true and complete and correct. I understand that any misrepresentation or material omission of fact on this document may be considered as constituting grounds for an incomplete application and may uphold processing of the application until complete information is provided.

Signature: _____

A handwritten signature in blue ink that reads "Antonio Bermudez".

Name: Antonio Bermudez

Title: Project Manager

Date: 01/07/2025

24-0603
01/30/2025

CITY OF LAS VEGAS
DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)
PROJECT OF REGIONAL SIGNIFICANCE (PRS)

1 Project Description

Project Name: Desert Pines Golf Course Redevelopment
 APN #: 139-36-502-003 (ptn)
 Project location: Bordered by: N. Mojave Road on the west, E. Bonanza Road on the north, N. Pecos Road on the east, and I-11/US 95 on the south.

General Plan Designation:
 Current: PR-OS Proposed: TND

Zoning:
 Current: C-V Proposed: T-D

Project Details (complete all that apply):

Gross Site Acreage: 94.93
 Net Site Acreage: 94.93

i) Residential

Total # Units: 1,566
 Density: 16.50 Dwelling Units / Acre
 Total Open Space: 419,875 SF

ii) Hospitality

Total # Rooms: N/A
 Total Gaming Area: N/A
 Total Other Area: N/A

iii) Commercial

Total Building Area: 111,400 SF
 Total Open Space and/or Plaza Areas: TBD SF
 Total Lot Coverage: TBD %

Briefly describe the project's surrounding land use and setting:

North: Commercial, Government
 East: Residential & Commercial
 South: Highway
 West: Residential & Commercial

Project Narrative (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach exhibits if necessary):

Desert Pines Golf Course will be redeveloped as a mixed-use and mixed-income subdivision designed with pedestrian friendly streets and open space for passive and active recreation.

24-0603
07/30/2025

CITY OF LAS VEGAS
DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)
PROJECT OF REGIONAL SIGNIFICANCE (PRS)

2 Transportation and Traffic

Insert a Table (attach additional sheets if necessary), indicating the number of vehicle trips that the proposal will generate, estimated by applying to the proposal the average trip rates for the peak days and hours established by the Institute of Transportation Engineers (or its successor).

See attached “Table 2. Total Project Trip Generation” from the conditionally approved Master Traffic Impact Study for Desert Pines, dated May 8, 2024.

3 Schools

Based upon the student generation factors utilized by the Clark County School District (see exhibit 1) what is the estimated number of pupils for each elementary school, junior high or middle school, and high school that the project will cause to be enrolled in local schools?

K – 5: 197.40 Students
6 – 8: 93.52 Students
9 – 12: 111.58 Students
P & 13: 3.70 Students
Total: 406.20 Students

4 Emergency Services

Provide the distance from the site of the proposal to the nearest facilities from which firefighting, police and emergency services will be provided, including without limitation, facilities of a local government that are planned but not yet constructed, and facilities that have been included in a local government’s plan for capital improvements prepared pursuant to NRS 278.0226.

Las Vegas Fire Station 108, located at 4555 E. Bonanza Road, is located approximately 1.4 miles easterly of the proposed project site.
Las Vegas Metro Police Department, located at 621 N. 9th Street, is located approximately 2.3 miles westerly of the proposed project site.
Las Vegas Fire Station 8, located at 805 N. Mojave Road, is located approximately 1.0 miles northerly of the proposed project site.

24-0603
01/30/2025

CITY OF LAS VEGAS
DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)
PROJECT OF REGIONAL SIGNIFICANCE (PRS)

5 Housing, Mass Transit, Open Space and Recreation

Provide a brief statement setting forth the anticipated effects of the proposal on housing, mass transit, open space and recreation.

Housing

The proposed development will provide affordable housing opportunities for households earning between 30% and 80% of Area Median Income (AMI). These multi-family units will directly address the acute affordable housing crisis in Clark County and the City of Las Vegas by providing safe, decent and affordable housing opportunities for working families.

Mass Transit

The proposed development will mitigate traffic impacts through the development of a mixed-use community that will promote a walkable neighborhood with residential and commercial uses in close proximity. The Regional Transportation Commission (RTC) of Southern Nevada maintains public transit routes on segments of E. Bonanza Road and N. Pecos Road adjacent to the project site. The proposed development is proposing to add two RTC public bus stops on the project frontage of E. Bonanza Road and one RTC public bus stop on the project frontage of N. Pecos Road. An existing RTC bus stop will remain on the project side of N. Pecos Road, just south of the E. Bonanza Road intersection.

Open Space and Recreation

The proposed development will provide on-site open space for passive and active recreation. These open space areas will be maintained by the master association for the long term maintenance and security of these areas that are designated for residents and their invited guests. Passive recreation will consist of walking trails that will be incorporated along the perimeter of the proposed project site and within internal streets to encourage social interaction and a pedestrian-oriented neighborhood. Active recreation will consist of a 4 acre parcel developed with an athletic field, pickleball courts and other areas designed for outdoor recreation that is within walking distance from all the proposed residential units. An indoor fitness room will also be developed and available to residents.

24-0603
01/30/2025

CITY OF LAS VEGAS
DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)
PROJECT OF REGIONAL SIGNIFICANCE (PRS)

EXHIBIT 1

Clark County School District

Valley-wide Student Yields

Grade	Student Yield	
	Single-Family	Multi-Family
K-5	0.213	0.107
6-8	0.109	0.047
9-12	0.139	0.052
P & 13	0.004	0.002

Single-Family units include mobile homes and townhouse.

Multi-Family units include a combination of apartments, multiplexes, and condominiums.

P & 13: Pre-school and Sunset School.

24-0603
01/30/2025

Exhibit L

Right-of-Way Encroachment License

24-0603
01/30/2025

APNs: _____

Recording Requested by, and
when Recorded Return to:

CITY OF LAS VEGAS
495 S. Main Street, 2nd Floor
Las Vegas, Nevada 89101
Attention: Public Works

RIGHT-OF-WAY ENCROACHMENT LICENSE

This RIGHT-OF-WAY ENCROACHMENT LICENSE (the “**License**”) is entered into as of this _____ day of _____, 2024 (the “**Effective Date**”), by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the “**City**”) and DESERT PINES MASTER DEVELOPMENT, LLC, a Nevada limited liability company (“**Master Developer**”).

1. **GRANT OF LICENSE.** The City hereby grants to Master Developer a revocable and non-exclusive permission to enter upon a portion of the City’s right-of-way, , as described on Exhibit “A” attached hereto (the “**License Area**”), for the planning, installation, operation, maintenance, and replacement of landscaping, irrigation, community signing, and related appurtenances (collectively, the “**Encroachments**”). The City is not granting a building permit or other authorization that would otherwise be required from any department of the City or any other regulatory authority to plan, install, operate, maintain, and replace the Encroachments.
2. **TERM.** This License shall commence as of the Effective Date and shall continue until terminated in accordance with the terms hereunder.
3. **LICENSE FEE.** Master Developer shall have the right to use the License Area at no cost to Master Developer.
4. **NOT A REAL PROPERTY INTEREST.** It is expressly understood that this License does not in any way whatsoever grant or convey any easement, lease, fee of any kind, or other interest in the License Area to Master Developer. The City specifically reserves the right to grant other rights to the License Area that do not unreasonably conflict with the rights granted herein.
5. **PRIOR CONTRACTS AND CONDITION OF TITLE.** Master Developer’s rights hereunder are subject to all covenants, conditions, restrictions, easements, agreements, liens, reservations, and encumbrances upon, and all other recorded or unrecorded matters or conditions of title to or agreements or documents regarding the License Area. The City does not warrant title to the License Area.
6. **CONDITION OF LICENSE AREA.** Master Developer acknowledges that it has had full opportunity to examine, study, and inspect the License Area and hereby waives any claim for damages that may arise from any of Master Developer’s activities in the License Area. Master Developer’s use of the License Area shall be conclusive evidence of Master Developer’s acceptance of the condition of the License Area and Master Developer hereby accepts the License Area in its present “AS IS, WHERE IS, WITH ALL FAULTS CONDITION” as suitable for the Encroachments. Master Developer accepts the License Area with the full knowledge, understanding, and agreement that the City disclaims any warranty of suitability for Master Developer’s intended purposes.

24-0603
01/30/2025

7. USE RESTRICTIONS. Master Developer shall conform to and shall cause its employees, business invitees, guests, contractors, and other persons using the License Area pursuant to this License to conform to all and each of the following provisions:

A. Master Developer shall use the License Area solely for the planning, installation, operations, maintenance, and replacement of the Encroachments and no other activities shall be conducted at, on, or from the License Area.

8. MAINTENANCE OF LICENSE AREA. Master Developer shall have all responsibility for operation, maintenance, and replacement of the Encroachments on the License Area during the term of this License. Master Developer shall maintain the License Area in a commercially reasonable, sound, clean, and attractive manner. If any damage to the License Area occurs, Master Developer shall promptly notify the City. In the event Master Developer fails or refuses to maintain the Encroachments and the License Area in a manner reasonably satisfactory to the City, and further fails or refuses to take corrective action within forty-eight (48) hours after its receipt of written notice from the City to so do, the City, at its option, may perform or cause to be performed any repair or maintenance that may be necessary, and the Master Developer shall reimburse the City within thirty (30) calendar days after receipt of reasonable costs related to said repair or maintenance.

9. PUBLIC SAFETY. If the City, in its sole discretion, determines that the Encroachments present a hazard to the public or to the City, to the City's facilities or to the City's ability to safely and conveniently operate the License Area or the adjacent public right-of-way, Master Developer shall cooperate with the City and immediately remedy the hazard at no cost to the City.

10. TERMINATION/DEFAULT. This License may be terminated by the City, at any time, by serving thirty (30) business days written notice (the "**Termination Period**"). The City covenants to coordinate as necessary with Master Developer to facilitate the removal of the Encroachments. Upon expiration of the Termination Period, this License and all rights of Master Developer shall absolutely cease.

If Master Developer fails to surrender to the City the License Area upon any termination of this License, all liabilities and obligations of Master Developer hereunder shall continue in effect until the License Area is surrendered. Termination shall not release Master Developer from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

Enforcement of the provisions of this License may be sought by the City, by any proceeding at law or in equity, against any person or entity violating or attempting to violate any provision of this License, either to restrain violation, to compel action, or to recover damages. The foregoing enforcement remedy shall be in addition to any fines or penalties provided by law, including the City's Municipal Code Chapter 9.04, Nuisances.

Failure to maintain the Encroachments may be a violation of the City's Municipal Code, Title 19, and may subject Master Developer, its successors and assigns, to civil penalties under the City's Municipal Code Chapter 9.04, Nuisances.

11. RESTORATION OF LICENSE AREA. No later than thirty (30) calendar days after any termination of this License for any necessary public purpose, such as street widening, Master Developer shall, at its own cost and expense, remove the Encroachments and personal property and restore the License Area for its intended public use (the "**Restoration Work**"). Master Developer shall promptly notify City in writing upon completion of the Restoration Work. City shall notify Master Developer within five (5) business days if the Restoration Work is unacceptable to City. In the event the City fails to do so within

24-0603
01/30/2025

said five (5) business day period, City shall be deemed to have approved the Restoration Work. If City reasonably objects to any portion of the Restoration Work, within said five (5) business day period, then Master Developer shall have fifteen (15) business days to cure such defects after receipt of City's written objection. If it is not possible to cure such defects within said fifteen (15) business day period, Master Developer shall nevertheless commence such cure work within said fifteen (15) business day period and diligently prosecute same to completion.

Any of Master Developer's Encroachments remaining on the License Area after thirty (30) calendar days after termination of this License may be removed and the License Area restored to its original condition by the City, and Master Developer shall reimburse the City within thirty (30) calendar days after receipt of reasonable costs related to said removal of the Encroachments and restoration of the License Area by the City.

12. RESERVATIONS. The City specifically reserves to itself and excludes from this License a non-exclusive delegable right (the "**Reserved Right**") over the entire License Area, including any area that may otherwise be for Master Developer's exclusive use, if any, as follows:

A. The City shall have the right to use and allow others to use the License Area and to construct, open, repair, use, and otherwise deal with all manner of improvements at any location on, over and under the License Area, including any uses that may materially and substantially impair Master Developer's ability to use the License Area for a certain period of time under the terms of this License. By way of example and not limitation, the City may construct additional utilities upon the License Area and may perform work related to public health, safety or welfare; traffic, street or utility improvement construction or repair; change of street grade; and installation or other work relating to sewers, storm drains, water lines, power lines, landscaping, or any other types of structure, work or improvements of any description, whether or not included within or related in any manner to any of the foregoing.

B. Neither the City nor any of its agents or contractors shall be liable to Master Developer or any third party for any disruption to the Encroachments due to any exercise by the City or its agents and contractors of their rights under this License.

C. The City shall have the unilateral right to modify the entirety of the License Area from time to time during the term of this License. Upon the City's request, Master Developer, at its own expense, shall remove, relocate, or protect in place the Encroachments upon thirty (30) calendar days' notice from the City or such shorter notice, or no notice, as the City may determine to be practical under the circumstances. Upon completion of the City exercising its Reserved Right, Master Developer shall replace, at its sole cost and expense, any item temporarily relocated or removed.

D. Master Developer shall actively cooperate with the City to facilitate the City's exercise of the Reserved Right.

E. Except in an emergency, entries by the City or its agent and contractors shall be made only after reasonable notice to Master Developer. Any damage to the Master Developer Encroachments or the License Area or to any part thereof resulting from entry by the City or any third parties shall be promptly repaired or replaced at the sole expense of the party causing said damage.

13. COMPLIANCE WITH LAWS/PERMITS/HOLDS. Master Developer shall, in all activities undertaken pursuant to the License, comply and cause its employees, agents, contractors and subcontractors to comply with all federal, state and local laws, statutes, codes, ordinances, rules, regulations, plans, orders, policies and decrees. Without limiting the generality of the foregoing, Master Developer, at its sole cost and expense, shall obtain any and all approvals and permits which may be

24-0803
01/30/2025

required by any law, regulation, or ordinance for any activities Master Developer desires to conduct or have conducted pursuant to this License.

14. INSPECTION. The City and its employees, agents, or contractors may enter and inspect the License Area or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Master Developer's compliance with the terms and conditions of this License.

15. INDEMNIFICATION. To the fullest extent permitted by law, Master Developer shall, and shall cause its contractors, agents, and representatives to release, indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents (collectively, "Indemnitees") for, from, and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses, including, without limitation, court costs, reasonable attorney's fees, and costs of investigation (collectively, "Liabilities") of any nature, kind or description directly or indirectly arising out of, resulting from or related to, in whole or in part:

- A. this License;
- B. any rights or interests granted pursuant to this License;
- C. Master Developer's occupation and use of the License Area; or
- D. any act or omission of Master Developer or Master Developer's officers, agents, business invitees and guests, employees, contractors, or anyone directly or indirectly employed by any of them, or anyone they control or exercise control over;

The only Liabilities with respect to which Master Developer's obligation to indemnify the Indemnitees does not apply are Liabilities to the extent caused by or arising from the negligence or willful misconduct of any Indemnitee.

Upon written notice from the City, Master Developer agrees to assume the defense, with counsel reasonably approved by the City, of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Master Developer has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Master Developer shall pay all costs incident to such defense, including without limitation, reasonable attorney's fees, investigators' fees, litigation, and appeal expenses, settlement payment and amounts paid in satisfaction of judgments.

16. INSURANCE.

A. GENERAL. Master Developer shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. If any work authorized under this License is performed by a contractor or subcontractor hired by Master Developer, then these insurance requirements shall also be met by said contractor or subcontractor. The insurance required hereunder shall not be interpreted to relieve Master Developer of any indemnity or obligation under this License. Master Developer shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized. All insurance and requirements in any form or manner is subject to approval and acceptance by the City.

If Master Developer utilizes umbrella or excess policies to meet limit requirements, these policies must "follow form" and afford no less coverage than the primary policy. If utilized, Master Developer shall waive all rights of recovery and its insurers also waive all rights of subrogation of damages against the City for damages covered by Umbrella or Excess Liability obtained by Master Developer as required by City.

24-0603
01/30/2025

B. COMMERCIAL GENERAL LIABILITY INSURANCE. Master Developer shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractor, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following final completion of the Encroachments). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately, or Master Developer may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other projects or activities of Master Developer. Any such excess insurance shall be at least as broad as Master Developer's primary insurance.

Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence; \$2,000,000 annual aggregate
Policy Period:	Annual Policy. Effective for the duration of this License
License Name Insured:	Master Developer
Additional Insured Parties:	City of Las Vegas (its elected officials, officers, employees, and agents)

C. MISCELLANEOUS.

1. ACCEPTABLE INSURANCE COMPANY. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

2. PREMIUMS, DEDUCTIBLES AND SELF-INSURED RETENTIONS. Master Developer shall be responsible for payment of premiums for all of the insurance coverages required under this Section. Master Developer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Master Developer are responsible hereunder, Master Developer shall be solely responsible for all deductibles and self-insured retentions.

3. CERTIFICATES OF INSURANCE. Master Developer will deliver to the City a certificate of insurance with respect to each required policy to be provided by Master Developer under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City if so requested.

4. RENEWAL POLICIES. Master Developer shall promptly deliver to the City and each additional insured listed above a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to City and each additional insured listed above not less than thirty (30) calendar days prior to the expiration date of any policy and bear a notation evidencing payment of the

24-0603
6/30/2015

premium thereof.

5. CANCELLATION OR MODIFICATION. Each insurance policy supplied by Master Developer must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after fourteen (14) calendar days written notice in the case of non-payment of premiums, or thirty (30) calendar days written notice in all other cases, has been given to the City and each additional insured listed above and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

6. NO RECOURSE. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from Master Developer under this Section 16.

7. ENDORSEMENTS AND WAIVERS. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

i. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that Master Developer has left the License Area. Any insurance or self-insurance beyond that specified in this License that is maintained by an insured, additional insured, or their members, directors, officers, employees, and agents shall be in excess of such insurance and shall not contribute with it.

ii. Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty or any action or inaction of a named insured or others shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees, and agents.

iii. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

iv. Master Developer shall also provide a waiver of subrogation for the General Liability policy. This waiver must be given by endorsement.

17. RESERVED.

18. CONTINUING LIABILITY. No termination of this License shall release Master Developer from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this License and restoration of the License Area.

19. SUCCESSOR AND ASSIGNS. The conditions and restrictions of this License shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Master Developer, its administrators, executors, heirs, and any other successors and or assigns, including any or homeowner's association.

20. SURVIVAL. Termination shall not release either party from any liability or obligation under this License, whether indemnity or otherwise, resulting from the acts, omissions or events happening prior to the date of termination, or, if later, the date when the Encroachments are removed and the License Area is restored for its intended public use.

24-0603
01/30/2025

21. CHOICE OF LAW/VENUE/ATTORNEY’S FEES. Any litigation related to this License shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time either party institutes any action or proceeding against the other relating to the provisions of this License or any termination or default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including attorneys’ fees, incurred therein by the successful party. To the extent such waiver is permitted by law, the Parties shall waive trial by jury in any action or proceeding brought in connection with this License.

22. NO THIRD-PARTY BENEFICIARIES. Nothing expressed or implied in this License is intended, or should be construed, to confer upon or give any person or entity not a party to this License any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this License.

23. FORCE MAJEURE. The occurrence of any of the following events shall excuse such obligations of the Parties as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials, or reasonable substitutes therefor; governmental restrictions, regulations, or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse such obligations as this License may otherwise impose on the party to obey, remedy, or avoid such event.

24. NO CLAIMS OF ADVERSE POSSESSION/PREScriptive EASEMENT/ABANDONMENT. Master Developer acknowledges and agrees that it does not have and will not assert at any time any claim of adverse possession or prescriptive easement with respect to the License Area or any portion of the Right-of-Way nor any claim that by granting the License, the City has abandoned or vacated the Right-of- Way.

25. TIME CALCULATIONS. All references to “days” herein shall mean calendar days unless otherwise stated. The terms “business days” shall mean Monday thru Friday, exclusive of holidays observed by the State of Nevada. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

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24-0603
01/30/2025

EXHIBIT "A"
LICENSE AREA

24-0603
01/30/2025