

Inst #: 20260629-0000406
Fees: \$42.00
06/29/2026 08:41:35 AM
Receipt #: 6243100
Requestor:
LAS VEGAS CITY (PLANNING)
Recorded By: SCHIABLE Pgs: 17
Debbie Conway
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# _____

11 digit Assessor's Parcel Number may be obtained at:

https://clarkcountynv.gov/government/assessor/property_search/real_property_records.php

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Bill No. 2026-25

Ordinance No. 6960

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

Jessica Roybal, CLV, Community Development

RETURN TO: Name Jessica Roybal

Address 495 South Main Street, 3rd Floor

City/State/Zip Las Vegas, Nevada 89101

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.
To print this document properly, do not use page scaling.

BILL NO. 2026-25

ORDINANCE NO. 6960

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE SUMMERLIN WEST AREA," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Kara Kelley

Summary: Adopts that certain document entitled "Second Amendment to Development Agreement for the Summerlin West Area" between the City of Las Vegas and The Howard Hughes Corporation, regarding the development of the Summerlin West area.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That certain document entitled "Second Amendment to Development Agreement for the Summerlin West Area," the substance of which was approved by the City Council on June 3, 2026, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: Following adoption of this Ordinance, the document adopted by Section 1 shall be attached to this Ordinance and recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

...

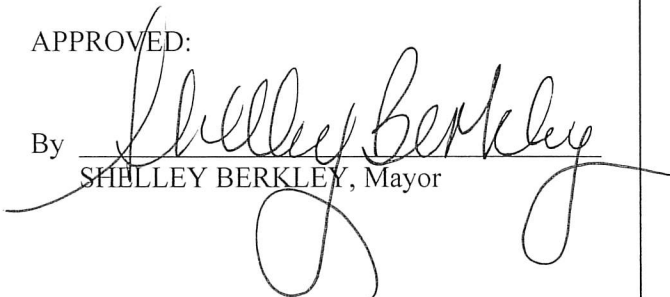
...

...

1 SECTION 4 All ordinances or parts of ordinances or sections, subsections, phrases,
2 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983
3 Edition, in conflict herewith are hereby repealed.

4 PASSED, ADOPTED and APPROVED this 17th day of June, 2026.

5 APPROVED:

6 By 
7 SHELLEY BERKLEY, Mayor

8 ATTEST:

9 
10 DR. LUANN D. HOLMES, MMC
City Clerk

11 APPROVED AS TO FORM:

12 
13 Gillian Block Segerblom,
Deputy City Attorney

5/19/26

Date

1 The above and foregoing ordinance was first proposed and read by title to the City
2 Council on the 3rd day of June, 2026, and referred to a committee for recommendation;
3 hereafter the committee reported favorably on said ordinance on the 17th day of June,
4 2026, which as a regular meeting of said Council; that at said regular meeting, the
5 proposed ordinance was read by title to the City Council and adopted by the following
6 vote:

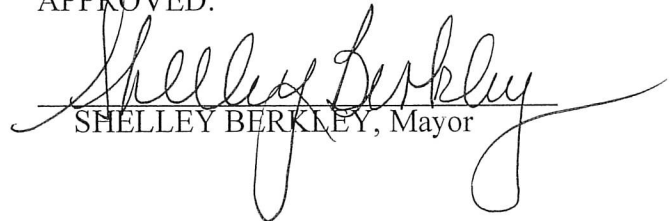
7 VOTING "AYE": Mayor Berkley, and Councilmembers Knudsen,
8 Diaz, Allen-Palenske, Brune, Summers-Armstrong and
Kelley

9 VOTING "NAY": None

10 ABSENT: None

11 ABSTAINED: None

12
13
14
15 APPROVED:

16 
17 SHELLEY BERKLEY, Mayor

18 ATTEST:

19 
20 DR. LUANN D. HOLMES, MMC City Clerk

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
FOR THE SUMMERLIN WEST AREA**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE SUMMERLIN WEST AREA (this "Second Amendment") is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (the "City") and THE HOWARD HUGHES CORPORATION, a Delaware corporation ("Owner"), as successor in interest to HOWARD HUGHES PROPERTIES, LIMITED PARTNERSHIP, a Delaware limited partnership ("HHPLP"). The City and Owner are sometimes collectively referred to herein as the "Parties."

This Second Amendment is effective on the last date signed by a party as indicated on the signature pages, so long as the last date signed is no longer than sixty (60) days after signature of the first party (the "Effective Date").

RECITALS

WHEREAS, the Parties entered into that certain Development Agreement for the Summerlin West Area, recorded on November 21, 1997, in Book 971121 as Instrument No. 00839 (the "Development Agreement"), for the Property described therein and as set forth in Exhibit A; and

WHEREAS, the Parties entered into that certain First Amendment to Development Agreement for the Summerlin West Area, dated November 19, 2003 (the "First Amendment"), whereby the Parties supplemented and amended the Development Agreement related to certain recreation and public safety facilities; and

WHEREAS, the Parties entered into that certain Summerlin West Parks Agreement (the "Parks Agreement") dated November 16, 2003, related to those specific matters and procedures for park fee credits and ownership and maintenance of parks in Summerlin West; and

WHEREAS, the Parties desire to enter into this Second Amendment to further supplement and amend the Development Agreement to further modify certain terms and conditions.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follow:

AGREEMENT

1. Reference Development Agreement SECTION 5 PUBLIC FACILITIES, subsection 5.03 Planned Community Sports Park. Delete SECTION 5 PUBLIC FACILITIES, subsection 5.03 Planned Community Sports Park in its entirety.
2. Reference First Amendment SECTION 3 COMMUNITY CENTER. Delete SECTION 3 COMMUNITY CENTER in its entirety.
3. Reference Development Agreement SECTION 5 PUBLIC FACILITIES. Delete SECTION 5 PUBLIC FACILITIES, subsection 5.01 City Fire Station in its entirety.
4. Reference First Amendment SECTION 5 THIRD FIRE STATION. Delete SECTION 5 THIRD FIRE STATION in its entirety.
5. Reference Development Agreement SECTION 5 PUBLIC FACILITIES. Add new SECTION 5 PUBLIC FACILITIES, subsection 5.01 City Fire Station, as follows:
 - 5.01 City Fire Station.

5.01(a) First Fire Station. Owner shall, at no cost to the City, dedicate up to one and three-fourths (1.75) acres of land, and construct those Standard Improvements required to serve such land, for a fire station (the "First Fire Station"). Owner shall design the station in cooperation with the City and subject to the City's approval of the final design. Owner shall construct the fire station within the Planned Community at a location as described below. City agrees to equip and operate the fire station at City's expense and to have the station in operation within a reasonable time following acceptance of the dedication of the property.

The Parties acknowledge that, as of 2007, the First Fire Station was constructed by Owner pursuant to the foregoing paragraph.

5.01(b) Second Fire Station. Owner shall, at no cost to the City, dedicate approximately 2.9 acres of land, free of all liens and encumbrances, and construct those Standard Improvements required to serve such land, for a second fire station (the "Second Fire Station") Owner shall design, construct, furnish and fully equip the Second Fire Station in accordance with the detailed scope of work set forth in Exhibit B (the "Work Letter") and at Owner's sole cost and expense. Owner shall further cooperate with the City and obtain the City's approval of the final design. As further described in the Work Letter, the Second Fire Station shall be a three-bay fire station designed and constructed in compliance with the most current International Energy Conservation Code (IECC) in effect as of the time of building permit submittal, and shall be equipped, at minimum, with the fixtures, furnishings and equipment ("FF&E") described in Exhibit B-1, attached hereto and made a part hereof by this reference, including such furnishings and accommodations necessary for 24/7 crew housing and training, and the additional Fire Station New Build Equipment List on file with the City of Las Vegas Department of Fire and Rescue as of the Effective Date of this Second Amendment. City shall not be responsible for the cost of the design, construction or equipment of the Second Fire Station; however, City shall be responsible for the operation and maintenance of the Second Fire Station. Owner shall be responsible for the cost of the equipment and apparatus for the Second Fire Station including, but not limited to, the items described in Exhibit B-1, and the additional Fire Station New Build Equipment List on file with the City of Las Vegas Department of Fire and Rescue as of the Effective Date of this Second Amendment. The Work Letter shall serve as the definitive basis for identifying scope changes or variances. Any modification, addition, or enhancement to the Work Letter requested by the City shall require a written change order executed by both Parties. All costs associated with such modifications, additions, or enhancements shall be borne exclusively by the City, either through direct reimbursement to Owner within thirty (30) days of invoice or by offsetting such costs against future fees otherwise payable by Owner to the City.

The Second Fire Station shall be completed no later than four (4) years from the Effective Date of this Second Amendment, unless extended by mutual written agreement of the Parties. Owner shall commence the design of the Second Fire Station on the Second Fire Station Site (as defined below) within one hundred eighty (180) days after the Effective Date of this Agreement (the "Second Fire Station Design Commencement Date"). The Owner shall meet with the City prior to commencing design of the Second Fire Station and shall submit building plans and specifications at the fifty percent (50%), ninety percent (90%), and one hundred percent (100%) plan set level for review and final approval by the City. The design shall be completed within eighteen (18) months of the Second Fire Station Design Commencement Date (the "Second Fire Station Design Completion Date"). The Second Fire Station shall be completed within eighteen (18) months following the Second Fire Station Design Completion Date and the issuance of building permits for the Second Fire Station. The Second Fire Station shall be furnished and equipped in turnkey/move in ready condition, in

accordance with Exhibit B and additional Fire Station New Build Equipment List on file with the City of Las Vegas Department of Fire and Rescue as of the Effective Date of this Second Amendment, within six (6) months from the date of the issuance of a Certificate of Occupancy for the Second Fire Station.

Owner agrees to provide all Master Utility Improvements and Off-Site Improvements adjacent to the Second Fire Station Site in addition to the construction of the Second Fire Station. Master Utilities Improvements shall mean those water, sanitary sewer, storm water drainage, power, streetlights, telecommunications and natural gas improvements within and directly adjacent to the Second Fire Station Site. All public sewer, streetlights, traffic signals, associated infrastructure and public drainage located outside of the public right-of-way must be within public utility easements within common lots of the Owner.

The Second Fire Station will be located at Parcel I of Village 29 (APN: 137-28-611-004) (the "Second Fire Station Site").

5.01(c) Third Fire Station. Upon the occurrence of either (A) five (5) years following the issuance of a certificate of occupancy for the Second Fire Station, or (B) the issuance of the first (1st) certificate of occupancy within Village 31 or Village 32, whichever occurs later, the Owner shall notify the City that the later of these triggers occurred; after such notification the City shall complete an analysis within six (6) months to determine whether an additional (third) fire station is required to serve the Planned Community (the "Feasibility Analysis"). The City shall provide Owner with a copy of the completed Feasibility Analysis and shall coordinate a review meeting with Owner within thirty (30) days of its completion. If, following completion of the Feasibility Analysis, the City determines that the third fire station is required, the City shall deliver written notice to Owner within six (6) months of completion of the Feasibility Analysis (a "Proceed Notice"). If the City delivers a timely Proceed Notice, Owner shall, at its sole cost and expense, dedicate a minimum of 1.9 acres of land and construct those Standard Improvements required to serve such additional land for such fire station; provided the City commits to construct, equip and operate the fire station at City's expense.

Owner shall dedicate the third fire station site to the City free of all liens and encumbrances and shall execute the City's standard form of Offsite Improvements Agreement and, pursuant thereto, shall install the offsite improvements related to such station including stubbing and utilities necessary to operate the station to the property line. The City shall construct, equip, and operate the third fire station in coordination with Owner's installation of the offsite improvements. Other than as set forth in this paragraph, Owner shall not be responsible for the cost of construction or operation of the third fire station.

The location of the third fire station will be determined by Owner in good faith consultation with the City Fire Department; provided, however that the location shall be reasonably acceptable to the City.

Notwithstanding anything to the contrary herein, the City's right to require the dedication of land for, and the construction of improvements related to, a third fire station pursuant to this Section 5.01(c) shall expire automatically and be of no further force or effect upon the first to occur of: (A) the City's failure to complete the Feasibility Analysis by the deadline set forth in the first paragraph of this Section 5.01(c); (B) the City's failure to deliver a Proceed Notice within six (6) months following completion of the Feasibility Analysis; or (C) the City's delivery of written notice

declining to require a third fire station. Following such expiration, the City shall have no further right to require Owner to dedicate land for, construct improvements related to, or otherwise to accommodate a third fire station within the Planned Community, and any such obligation shall be deemed fully satisfied and extinguished for all purposes under the Development Agreement; unless the Owner modifies the Village Development Plan for Village 31 or Village 32 to add additional units, which in turn will not relinquish the Owner from such obligations and will then require a new Feasibility Analysis.

6. Reference Development Agreement SECTION 5 PUBLIC FACILITIES. Add new SECTION 5 PUBLIC FACILITIES, subsection 5.07 Dog Park as follows:

5.07 Dog Park. Owner agrees to plan, construct, operate, and maintain a dog park on one and one-half (1.5) to two and a half (2.5) acres of land depicted on a portion of Summerlin West Village 25 General Plan Development Plan as Parcel CP-1(the “Dog Park”). The plans and specifications for the Dog Park shall substantially conform to the following City standards for dog parks below:

- 5.07(a) Dog Park shall be approximately one and one-half (1.5) to two and a half (2.5) acres, not including any associated parking facilities. The Dog Park should be sized to accommodate twenty-five (25) dogs per acre maximum for proper dog behavior and natural turn health.
- 5.07(b) Dog Park to have three (3) cells for large, small, and varied/equal in size.
- 5.07(c) Dog Park to have dog agility equipment.
- 5.07(d) Dog Park shall be fully fenced with six (6) feet tubular steel view fence, view fence made out of tubular steel, or a comparable equivalent with top and bottom rail with concrete mow curb (12-inches wide by 8-inches tall). Each cell shall have a fenced entry vestibule with a double gate into each dog park and between each of the cells for maintenance, grass mover, etc.
- 5.07(e) Dog Park shall be landscaped with natural turf and not artificial turf, a complete irrigation system, and additional drought resistant landscaping consistent with Summerlin West standards.
- 5.07(f) Dog Park shall include lighting; benches with shade structures; dog waste bag dispensers; trash receptacles; human drinking fountain and dog water station; and appropriate signage.
- 5.07(g) Upon final completion of the Dog Park, the Owner shall convey the Dog Park and all improvements thereon to the City. Thereafter, the City shall own the Dog Park, and Owner or Summerlin Council shall operate, maintain, repair, and replace all aspects of the Dog Park unless modified by mutual written agreement of the Parties.
- 5.07(h) Within six (6) months of the Effective Date of this Second Amendment, Owner and City shall enter into a mutually acceptable agreement which will provide the terms and conditions for, without limitation, Owner’s or Summerlin Council’s ongoing operation, maintenance and repair of the Dog Park. If the Parties fail to enter into such agreement within the six (6) month period, the City and Owner shall meet and confer in good faith to resolve any outstanding issues.

7. Reference Parks Agreement Section 9 PLANNED COMMUNITY PARK. Delete Parks Agreement Section 9 PLANNED COMMUNITY PARK in its entirety.

8. Village 30B Roadway. Owner shall be authorized to design and construct an approximately one-mile-long public roadway within Village 30B, generally located west of Park Drift Trail and extending between Village 30A and the WOTUS Site B.

9. Summerlin Monument. In connection with Owner's anticipated relocation of the private monument currently located at the western alignment of Rampart Boulevard at the intersection of Summerlin Parkway, at Mile Marker 3 (the "Summerlin Monument"), City agrees to use its best effort to seek approval from the Nevada Department of Transportation ("NDOT") to either: (i) vacate a portion of NDOT's right-of-way located at the western alignment of Rampart Boulevard along the northern alignment of Summerlin Parkway (APNs 138-29-399-002 and 138-29-399-008), adjacent to APN: 138-29-310-001 (the "NDOT Property") or, alternatively, (ii) issue a right-of-way occupancy permit for the NDOT Property which would allow Owner to relocate the Summerlin Monument within the NDOT Property and, subsequently, to access the right-of-way that will contain the Summerlin Monument for landscaping and ongoing maintenance.

In the event that NDOT agrees to vacate the NDOT Property, Owner agrees to take possession of the NDOT Property. Owner agrees that it will be responsible for all maintenance associated with the Summerlin Monument and NDOT Property and the City shall not be responsible for any costs associated with landscaping, maintenance, or repair of the NDOT Property. Owner may assign or transfer, at its sole discretion, any of its rights or obligations relating to the Summerlin Monument and the NDOT Property to The Summerlin Council or to any Affiliate of Owner. Any such assignment shall fully release Owner from further responsibility for the assigned obligations. Owner shall not assign or transfer such rights or obligations to any other party without the City's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. "Affiliate" means, with respect to Owner, any person or entity that directly or indirectly controls, is controlled by, or is under common control with Owner, whether now existing or hereafter formed. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, business, or affairs of an entity, whether through ownership of voting interests, by contract, or otherwise. Affiliate includes, without limitation: (i) any parent entity of Owner; (ii) any subsidiary of Owner; (iii) any entity under common ownership or common control with Owner; (iv) any entity in which Owner or any parent entity holds an equity or beneficial interest, regardless of percentage; (v) any successor entity to Owner by merger, consolidation, reorganization, or conversion; and (vi) any nonprofit, homeowners' association, or similar community organization designated by Owner to own, operate, or maintain community improvements within the Summerlin master-planned community.

Owner acknowledges that the NDOT Property is currently not owned or controlled by the City. In the event that, despite the City's best effort, NDOT does not either vacate or issue an occupancy permit for the NDOT Property on terms and conditions acceptable to the City and Owner, this Second Amendment shall be unaffected and shall continue to be valid and enforceable. Owner shall be responsible for any and all costs associated with any vacation of, or issuance of an occupancy permit for, the NDOT Property.

10. Force Majeure. Neither Party shall be deemed in default or otherwise liable for any delay or failure in performance under this Agreement due to acts of God, natural disasters, pandemics, war, terrorism, labor disputes, governmental actions, or other causes beyond the reasonable control of the affected Party.

11. The foregoing Recitals and any Exhibits attached hereto are hereby incorporated into this Second Amendment in their entirety.

12. The Parties represent and acknowledge that as of the date of this Second Amendment, neither party (i) is in default under the terms of the Development Agreement; (ii) has any defense, set off or counterclaim to the enforcement by either party of the terms of the Development Agreement; and (iii) is aware of any action or inaction by either party that would constitute an event of default by either party under the Development Agreement.

13. In the event of a conflict between any provision(s) of the Development Agreement and First Amendment and this Second Amendment, this Second Amendment shall control.

14. Unless otherwise specifically defined in this Second Amendment, all capitalized terms used herein shall have the meaning ascribed to them in the Development Agreement.

15. In all other respects, the Development Agreement is hereby ratified and confirmed, in full.

16. This Second Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

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IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Development Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS

"CITY"

By: _____

Shelley Berkley, Mayor

Date: _____

6/18/2026

Attest:

By: _____

Dr. LuAnn D. Holmes, MMC

City Clerk

Approved as to Form:

By: _____

Deputy City Attorney

Date

5/1/26

~~Gillian Block Segerblom~~

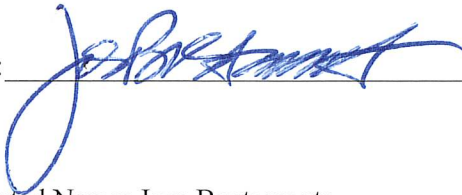
~~Deputy City Attorney~~

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SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

Signature Page (continued)

**THE HOWARD HUGHES CORPORATION
"OWNER"**

By: _____

Printed Name: Jose Bustamante

Title: Vice President

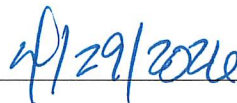
Date: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

SECTIONS 15, 21, 22, 27, 28, 29 AND 33, AND THAT PORTION OF SECTIONS 14, 16, 17, 20, 23, 26, 32, 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 59 EAST, AND THAT PORTION OF SECTIONS 3 AND 4, TOWNSHIP 21 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 84, PAGE 70 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD THE FOLLOWING SEVEN (7) COURSES: SOUTH 89 48'28" WEST, 5653.85 FEET; THENCE CURVING TO THE LEFT ALONG THE ARC OF A 1575.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 47 52'51", AN ARC LENGTH OF 1316.19 FEET; THENCE SOUTH 41 55'37" WEST, 243.07 FEET; THENCE NORTH 82 46'06" WEST, 464.52 FEET; THENCE SOUTH 07 13'54" WEST, .100.00 FEET; THENCE SOUTH 82 46'06" EAST, 395.29 FEET; THENCE SOUTH 41 55'37" WEST, 742.92 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF GOVERNMENT LOT 3 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 59 EAST; THENCE ALONG THE SOUTH LINE OF GOVERNMENT LOT 3 AND ALONG THE SOUTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 3, NORTH 89 40'23" WEST, 2004.86 FEET TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 1 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 59 EAST; THENCE ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 AND ALONG THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 4, SOUTH 89 17'20" WEST, 2672.22 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE NORTH 60 16'18" WEST, 2513.04 FEET TO THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE NORTH 58 20'20" WEST, 2584.21 FEET TO AN ANGLE POINT ESTABLISHED BY THE BUREAU OF LAND MANAGEMENT; THENCE NORTH 66 34'14" WEST, 3713.62 FEET TO THE WEST QUARTER (W 1/4) CORNER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF SAID SECTION 32, NORTH 05 28'00" WEST, 2847.56 FEET TO THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF SAID SECTION 29, NORTH 02 16'41" EAST, 2632.06 FEET TO THE WEST QUARTER (W 1/4) CORNER OF SAID SECTION 29; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 02 38'27" EAST, 2633.34 FEET TO THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF SAID SECTION 20, NORTH 02 24'39" WEST, 2631.68 FEET TO THE WEST QUARTER (W 1/4) CORNER THEREOF; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 20, SOUTH 89 33'03" EAST, 2605.65 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST (NE 1/4) QUARTER OF SAID SECTION 20; THENCE ALONG THE WEST LINE THEREOF, NORTH 02 30'48" WEST, 2629.25 FEET TO THE SOUTH QUARTER (S 1/4) CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 17, NORTH 00 22'56" WEST, 2633.39 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), SOUTH 89 34'11" EAST, 2628.84 FEET TO THE WEST QUARTER (W 1/4) CORNER OF SECTION 16,

TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE NORTH LINE OF THE SOUTH (S ½) HALF OF SAID SECTION 16, NORTH 88 43'13" EAST, 5356.98 FEET TO THE WEST QUARTER (W ¼) CORNER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE WEST LINE OF SAID SECTION 15, NORTH 00 42'42" EAST, 2718.82 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE NORTH LINE OF SAID SECTION 15, NORTH 89 48'42" EAST, 5353.83 FEET TO THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 14, NORTH 89 05'14" EAST, 1415.89 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED PARCEL 1 (FILE 84, PAGE 70 OF PARCEL MAPS); THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 THE FOLLOWING EIGHT (8) COURSES: SOUTH 00 03'30" WEST, 4049.20 FEET; THENCE SOUTH 74 00'00" EAST, 1978.63 FEET; THENCE FROM A TANGENT BEARING SOUTH 13 47'28" WEST CURVING TO THE LEFT ALONG THE ARC OF A 4275.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 07 51'12", AN ARC LENGTH OF 585.96 FEET; THENCE SOUTH 05 56'16" WEST, 5027.29 FEET; THENCE CURVING TO THE LEFT ALONG THE ARC OF A 6675.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 25 51'36", AN ARC LENGTH OF 3012.71 FEET; THENCE SOUTH 19 55'20" EAST, 2219.26 FEET; THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 6325.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 17 56'51", AN ARC LENGTH OF 1981.26 FEET; THENCE SOUTH 01 58'29" EAST, 4356.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 8350.27 ACRES.

EXCEPTING THEREFROM PARCEL 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 82, PAGE 01 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

ALSO EXCEPTING THEREFROM PARCEL 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 84, PAGE 71 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

TOTAL AREA CONTAINS APPROXIMATELY 8318.64 ACRES.

EXHIBIT B

WORK LETTER

1. Purpose. This work letter sets forth the detailed scope of work for the design and construction of the second fire station (the “project”) by Owner. The work letter shall serve as the definitive basis for identifying scope changes or variances. Any modification, addition, or enhancement to this work letter requested by the city shall require a written change order executed by both parties. All costs associated with such modifications, additions, or enhancements shall be borne exclusively by the City, either through direct reimbursement to Owner within thirty (30) days of invoice or by offsetting such costs against future fees otherwise payable by Owner to the City.

2. Scope of Work

2.1 Overall Facility

- Gross building area: approximately 11,100–11,400 sq. ft. minimum, including operational, living, and support spaces.
- Building configuration: final layout to comply with applicable codes and City requirements.
- The Building shall be designed to include only the structural and electrical load capacity reasonably necessary, based on industry standards as of the time of design, to accommodate a potential future roof-mounted drone station. Owner shall have no obligation to design, construct, install, support, equip, or operate any drone station. Any and all additional structural, electrical, mechanical, technological, or construction work required to install, support, operate, modify, or expand a drone station, including any load capacity beyond that reasonably required for a roof-mounted drone station, shall be performed solely at the City’s cost and expense, with no cost, reimbursement obligation, or other responsibility to Owner.

2.2 Core Living and Operational Spaces

- Sleeping quarters: 90–100 sq. ft. per room; 12 rooms; 5 shower/restroom facilities.
- Gear/bunker room: ~300 sq. ft. With individual lockers and overflow capacity.
- Compressor room: 180–200 sq. ft., sized for cantaur 3 system and hose rack.
- Clean room: ~100 sq. ft., including gear-cleaning machine, utility sink, casework, washer/dryer.
- EMS supply room: ~150 sq. ft.

2.3 Wellness and Shared Spaces

- Fitness room: 600–660 sq. ft. for strength and cardio equipment.
- (1) Dumbbell Rack, (2) Weight Rack Cages, (1) Lifting Bench, (3) Treadmills, (1) Stationary Bike
- Day room: 500–560 sq. ft., seating for 8–12 members, power/data for electronics.
- Shared workroom: 350–360 sq. ft. for workstations and monitoring.
- Main lobby: 100–140 sq. ft., public interface, vending, exterior call box.
- Public restroom: accessible restroom, does not include shower.

2.4 Apparatus Bay and Operational Design

- Three-bay apparatus configuration.
- Vestibule between bays and occupied areas to limit exhaust migration.
- Secure staff parking.
- 13 Public Parking Stalls
- 18 Secured Staff Parking Stalls

2.5 Outdoor Amenities

- Patio and barbecue area for 12 crew members, shaded coverage, natural ventilation.
- Exterior architecture to integrate with neighborhood aesthetics.

2.6 Systems and Functional Requirements

- Location and alarm system coordinated with city and vendor.
- Kitchen: heavy-duty materials, stainless steel countertops, integrated trash, ice machine, hot/cold dispenser, tvs for security/general use.
- IT infrastructure for security monitoring and communications.

2.7 Utilities and Site Work

- All master utility improvements and off-site improvements adjacent to the site.
- Landscaping and drainage per Summerlin standards.

3. Exclusions. Owner shall not be responsible for any work, equipment, or costs not expressly included in this work letter. Any additional requirements shall be subject to a change order.

EXHIBIT B-1

SECOND FIRE STATION FF&E, FIRE APPARATUS AND EQUIPMENT

1. FF&E

<u>ITEM</u>
Firefighting Equipment
Office Furniture and IT Infrastructure
Commercial Kitchen Equipment and Furniture Supplies
Exercise Equipment
Bunker Equipment
Cleaning Equipment
Living Quarters Furniture
Associated Sundries

2. FIRE APPARATUS & EQUIPMENT

<u>ITEM</u>
Engine and Associated Equipment
Rescue Equipment
Standard Fire Fighter Training Equipment
Associated Sundries

3. [ADDITIONAL FIRE STATION NEW BUILD EQUIPMENT LIST ON FILE WITH THE CITY OF LAS VEGAS DEPARTMENT OF FIRE AND RESCUE]