

## **RESOLUTION TO CONVEY REAL PROPERTY**

### **Assessor's Parcel Number 162-31-201-020 and 021**

**WHEREAS**, the County of Clark, a political subdivision of the State of Nevada ("County"), owns ±7.96 acres of vacant real property (Assessor's Parcel Number 162-31-201-020 and 021), located near the southeast corner of Decatur Boulevard and Oquendo Road, Las Vegas, Nevada, and as further described in Exhibit "A" attached hereto and incorporated herein by reference ("Property"); and

**WHEREAS**, pursuant to Southern Nevada Public Lands Management Act ("SNPLMA"), the County was the recipient of the Property via a land patent from the United States Department of the Interior, Bureau of Land Management serialized as 27-99-0012; and

**WHEREAS**, the Property is not needed for County purposes and no future use of the Property by County is known or anticipated; and

**WHEREAS**, Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada ("RTC"), wishes to acquire the Property to construct a transit operations center and training facility; and

**WHEREAS**, pursuant to SNPLMA, County may convey the Property to a unit of local government or regional governmental entity, without consideration, if the land is used for a public purpose; and

**WHEREAS**, County wishes to convey the Property pursuant to Nevada Revised Statute 277.053, which allows a governing body of a political subdivision to convey real property to another political subdivision without charge if the property is to be used for a public purpose; and

**WHEREAS**, the Property is located near Harry Reid International Airport ("Airport") and was acquired by the County under conditions requiring all future uses of the Property be compatible with Airport operations and the recording of a restrictive covenant and reservation of an aviation and clearance easement.

**NOW THEREFORE**, be it resolved by the Board of County Commissioners ("Board") that:

1. It is in the best interest of the County to convey the Property, and the Board hereby declares the Property as surplus to the County's needs.
2. The Property shall be conveyed at no charge to RTC under the strict condition the Property is to be used for a public purpose only.
3. The Director of Real Property Management is hereby authorized and directed to convey the Property to RTC and execute the Interlocal Agreement between Clark County and Regional Transportation Commissioner of Southern Nevada for Conveyance of Real Property

("Interlocal Agreement") attached hereto as Exhibit "B" and incorporated herein by reference, and any other documents necessary, to complete the transaction.

4. The Property shall be conveyed pursuant to the terms contained in the Interlocal Agreement, including:

- a. RTC shall commence construction of the improvement within five (5) years after conveyance of the Property
- b. RTC shall construct EV stations as part of the improvements.
- c. In the event RTC ceases to use the Property for the public purpose specifically stated in the Interlocal Agreement, the ownership of the Property shall revert to County. Any and all costs incurred to date of such reversion shall be the sole responsibility of RTC.

5. County is conveying the Property in its "as-is" condition and under the assumption that RTC's acquisition of the Property is based on its independent investigation. The County makes no representations or warranties regarding the physical condition or stability of the Property, the existence of hazardous materials on or under the surface or the suitability of the Property for the RTC's purposes, the Property's current zoning district, master plan designation, or access, or matters affecting title, or applicable development codes.

6. The Property shall be conveyed by quitclaim deed subject to any and all existing covenants, conditions, restrictions, reservations, rights-of-way, and easements, including the Restrictive Covenant and Reservation of Avigation and Clearance Easement included as Exhibit "B" to the Interlocal Agreement to ensure that future uses are compatible with Airport operations.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST

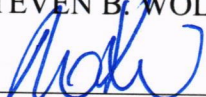
CLARK COUNTY, NEVADA  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Lynn Goya, County Clerk

\_\_\_\_\_  
Tick Segerblom, Chairman

APPROVED AS TO FORM:

DISTRICT ATTORNEY  
STEVEN B. WOLFSON

  
\_\_\_\_\_  
Nichole R. Kazimirovicz, Deputy District Attorney

**EXHIBIT A**

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

APN:162-31-201-020

PORTION OF GOVERNMENT LOT 39 LOCATED IN THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B.&M., OF OFFICIAL RECORD, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, LYING NORTH AND EASTERLY OF THAT CERTAIN PARCEL OF LAND DEDICATED TO THE COUNTY OF CLARK BY DEDICATION DOCUMENT RECORDED NOVEMBER 14, 2013 AS INSTRUMENT NO. 201311140001914, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM ALL THAT PORTION OF THE LAND DEDICATED TO THE COUNTY OF CLARK BY DEDICATION RECORDED OCTOBER 12, 1999, IN BOOK 991012 AS DOCUMENT NO. 00528, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

APN:162-31-201-021

PORTIONS OF GOVERNMENT LOTS 39, 40, 41 AND 42 LOCATED IN THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND GOVERNMENT LOT 47 LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B.&M., OF OFFICIAL RECORD, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, LYING SOUTH AND WESTERLY OF THAT CERTAIN PARCEL OF LAND DEDICATED TO THE COUNTY OF CLARK BY DEDICATION DOCUMENT RECORDED NOVEMBER 14, 2013 AS INSTRUMENT NO. 201311140001914, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM ALL THAT PORTION OF THE LAND DEDICATED TO THE COUNTY OF CLARK BY DEDICATION RECORDED OCTOBER 12, 1999, IN BOOK 991012 AS DOCUMENT NO. 00528, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

**EXHIBIT B**

Interlocal Agreement between Clark County and Regional Transportation Commission  
of Southern Nevada for the Conveyance of Real Property

(attached)



**INTERLOCAL AGREEMENT BETWEEN  
CLARK COUNTY  
AND  
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA  
FOR CONVEYANCE OF REAL PROPERTY  
ASSESSOR'S PARCEL NUMBERS: 162-31-201-020 and 162-31-201-021**

This Interlocal Agreement ("Agreement") regarding the conveyance of real property is entered into as of the Effective Date ("Effective Date"), as defined in Article III Section 1 below, by and between Clark County, a political subdivision of the State of Nevada ("County") and Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada ("RTC"). The County and RTC hereinafter may be referred to individually as the "Party" or collectively, as the "Parties."

**RECITALS**

**WHEREAS**, pursuant to Nevada Revised Statute (as amended from time to time, hereinafter "NRS") 277.053, a governing body of a political subdivision may convey real property to another political subdivision without charge if the property is to be used for a public purpose; and

**WHEREAS**, pursuant to the Southern Nevada Public Lands Management Act of 1998 Public Law 105-263 (as amended from time to time, hereinafter "SNPLMA"), County may convey to a unit of local government or regional governmental entity, without consideration, land located within the Airport Environs Overlay District, as identified in the Cooperative Management Agreement described in Section 3(3) of SNPLMA, if the land is used for a public purpose consistent with uses allowed under the Act of June 14, 1926 (commonly known as the "Recreation and Public Purpose Act")(43 U.S.C. 869 et seq.); and

**WHEREAS**, pursuant to SNPLMA, the County is the recipient of a land patent from the United States Department of the Interior, Bureau of Land Management serialized as 27-99-0012 encompassing +/- 7.96 acres of vacant real property located at the southeast corner of Decatur Boulevard and Oquendo Road, Las Vegas, Nevada, bearing Clark County Assessor's Parcel Numbers 162-31-201-020 and 162-31-201-021 ("Property") as shown on Exhibit "A" attached hereto and by this reference made a part hereof; and

**WHEREAS**, NRS 277.180 provides that one or more "public agencies" (as that term is defined in NRS 277.100(1)) may, by an interlocal agreement, contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

**WHEREAS**, the Parties, as political subdivisions of the State of Nevada, are both public agencies; and

**WHEREAS**, RTC wishes to construct a transit operations center and training facility ("Transit Facility"), which includes offices for RTC and contractor personnel, and storage areas for equipment (bus stop components and training vehicles) and buses; and

**WHEREAS**, County is willing to convey the Property without consideration to facilitate RTC's ability to construct the Transit Facility pursuant to the terms and conditions contained herein; and

**WHEREAS**, RTC agrees to construct electric vehicle charging stations and related improvements ("EV Stations") on a portion of the Property concurrently with the construction of the Transit Facility as further outlined in the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that the foregoing recitals are true and correct and incorporated herein by this reference and as follows:

#### **ARTICLE I. RTC AGREES**

1. RTC will commence construction of the Transit Facility, including EV Stations, within five (5) years of conveyance of the Property by County.
2. RTC will provide the County with periodic updates on the status of the project during design and construction.
3. RTC will construct, maintain and operate EV Stations for employee or public use. RTC may charge fees for the use of the EV Stations at fair market rate.
4. RTC will prepare plans and obtain any entitlements, permits or other necessary and required approvals to construct Transit Facility and EV Stations on the Property.
5. RTC will design, construct, and operate the EV Stations, at RTC's sole cost and expense, in accordance with local, state and federal laws, regulations, directives and safety standards.
6. RTC is responsible for their own due diligence with respect to the physical condition of Property. RTC shall have absolute sole discretion to determine the acceptability of the physical condition of Property without limitations, the approval of the results of any survey, tests and/or assessments to determine the presence or absence of any problems involving hazardous wastes or toxic materials, or any other factors, which RTC may consider relevant to the Property.

#### **ARTICLE II. COUNTY AGREES**

1. County will convey the Property to RTC without consideration under the following conditions:
  - a. The Property may only be used for the Transit Facility and EV Stations.
  - b. The construction of the RTC Transit Facility project will commence within five (5) years of conveyance of the Property.
  - c. Local and federal funding will be available to RTC for the Transit Facility project.
  - d. EV Stations will be constructed, maintained and operated by RTC on the Property for employee or public use.

#### **ARTICLE III. MUTUALLY AGREED**

1. This Agreement is contingent upon the Parties receiving approval from their respective governing bodies. For purposes of this Agreement, the "Effective Date" shall be the date on which the second governing body has approved and authorized the execution of this Agreement as listed on the signature pages attached hereto.
2. The Parties acknowledge and agree that the Property is zoned "PF Public Facility" and allows for the construction of public buildings and facilities.
3. Each Party acknowledges and agrees that the Property is offered and shall be accepted by RTC in an "as-is" condition with, if any, all faults and defects.

4. The Property shall be conveyed by quitclaim deed subject to existing liens, encumbrances, covenants, conditions, restrictions, reservations, rights-of-way, and easements, including the Restrictive Covenant and Reservation of Avigation and Clearance Easement, which is attached hereto as Exhibit "B" and by this reference made a part hereof, to ensure that future uses are compatible with Clark County Department of Aviation operations.

5. In the event RTC ceases to use the Property for the purposes specifically stated herein, this Agreement shall automatically terminate and be of no further effect. The ownership of the Property shall revert to County. Any costs incurred to date shall be the sole responsibility of RTC.

6. If RTC does not commence construction within the specified time frame, this Agreement shall automatically terminate and be of no further effect. The ownership of the Property shall revert to County. Any costs incurred to date shall be the sole responsibility of RTC.

7. This Agreement may be terminated, provided that a termination shall not be effective until thirty (30) calendar days after a Party has served written notice upon the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with cause. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason the funding ability to satisfy this Agreement is withdrawn, limited or impaired.

8. Upon termination of this Agreement, howsoever caused, the ownership of the Property shall revert to County. Any costs incurred to date shall be the sole responsibility of RTC.

9. Upon termination of this Agreement, howsoever caused, County will have the option to require RTC to remove all, a portion or none of the permanent improvements made to or placed upon the Property within one hundred eighty (180) calendar days. All costs associated with removal shall be the sole responsibility of RTC. Any permanent improvements that remain in place shall pass from RTC and vest in County without any further consideration required from County.

#### **ARTICLE IV. REPRESENTATIONS AND WARRANTIES**

1. County is not aware of any violation of federal, state or local law, ordinance or regulation relating to industrial hygiene or the environmental conditions on, under or about the Property, including by not limited to soil and ground water conditions or above or below ground storage tanks. To the best of County's knowledge, no third party, including but not limited to, the County's predecessors in title, has used, generated, manufactured, treated, stored, placed, deposited or disposed of on, under or about the Property or transported to or from the Property any hazardous materials, flammable explosives, radioactive material, hazardous wastes or toxic substances, in any federal, state or local law, regulation or ordinance and any petroleum and petroleum products, including crude oil. For the purposes of this Agreement, hazardous materials shall include, but not be limited to, flammable explosives, radioactive material, hazardous wastes, toxic substances or related materials, substances defined as "hazardous substances," "hazardous materials," or "toxic substances," in any federal, state or local law, regulations or ordinance and any petroleum or petroleum products, including crude oil and any product derived directly or indirectly from petroleum or crude oil.

2. Each representation and warranty given above, respectively shall survive the termination of this agreement.

3. RTC has a current project for the Transit Facility planned for the Property. The estimated project schedule is as shown on Exhibit "C" attached hereto and by this reference made a part hereof.

4. RTC has both local and federal funding allocated for the Transit Facility project. The estimated project costs and the required funding allocations are as shown on Exhibit "D" attached hereto and by this reference made a part hereof.

#### ARTICLE V. REMEDIES

1. If RTC shall default any of the terms or provision of this Agreement and shall fail to cure such default within five (5) business days following written notice thereof given by the County, County may either: (i) terminate this Agreement by written notice to the RTC; (ii) waive such default and consummate the transaction contemplated hereby in accordance with the terms hereof; or (iii) institute all proceedings necessary to specifically enforce the terms of this Agreement.

2. If County shall default any of the terms or provisions of the Agreement and shall fail to cure within five (5) business days following written notice thereof given by RTC, RTC may either: (i) terminate this Agreement by written notice to the County; (ii) waive such default and consummate the transaction contemplated hereby in accordance with the terms hereof; or (iii) institute all proceedings necessary to specifically enforce the terms of this Agreement.

3. The various rights, options, elections and remedies available to the Parties under this Agreement and at law and in equity shall be cumulative and not one of them shall be construed as exclusive to any other. Neither Party shall be liable to the other for any special, punitive or consequential damages. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body. This Section shall survive the termination of this Agreement.

4. No official or employee of a Party hereto shall be personally liable to a Party hereto for any default or breach by either Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of the Agreement.

#### ARTICLE VI. NOTICES

1. All notices, or other communication, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been received by the Party to whom it was addressed, effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; (ii) if telecopy, upon receipt of confirmation that successful facsimile transmission has occurred; and (iii) if mailed, five (5) business days following deposit in the U.S. Mail, provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, the Parties notice information is set forth below:

RTC Representative – For purposes of communication, negotiation, or other notices, the following will be considered the RTC Representative:

Regional Transportation Commission of Southern Nevada  
Attn: MJ Maynard, Chief Executive Officer  
600 South Grand Central Parkway, 3<sup>rd</sup> Floor  
Las Vegas, Nevada 89106  
(702) 676-1500 (Office)

with copy to:

Holland & Hart LLP  
Attn: Greg S. Gilbert  
9555 Hillwood Drive, 2nd Floor  
Las Vegas, NV 89134  
(702) 669-4600 (Office)

County Representative – For the purposes of communication, negotiation, or other notices, the following will be considered the County Representative:

Clark County Real Property Management  
Attn: Director  
500 South Grand Central Parkway, 4<sup>th</sup> Floor  
P.O. Box 551825  
Las Vegas, Nevada 89155-1825  
(702) 455-2907 (Office)

#### ARTICLE VII. MISCELLANEOUS PROVISIONS

1. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each Party shall be responsible for all liabilities, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional or unintentional misconduct of its own officers and employees. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Neither Party is responsible for or required to indemnify or defend each other against liabilities, claims, actions, damages, losses, and expenses from or incurred by any third parties (i.e., a party not signing this Agreement) for any reason.

2. No consent or waiver, express or implied, by either Party to this Agreement or any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such Party hereunder. Failure on the part of any Party hereto to complain of any act or failure to act of the other Party, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such Party hereunder or at law or in equity. No waiver shall be binding unless executed in writing by the Party making the waiver except as otherwise provided in this Agreement.

3. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

4. In the event that any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

5. This Agreement may not be amended or modified except by express written instrument, duly authorized and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of the Agreement shall have no force or effect and shall not be relied upon by any of the Parties.

6. This Agreement (including the exhibit's hereto) constitutes the entire agreement between the Parties and is intended as a complete and exclusive statement of the promises, representations, discussions, and any other



agreements that may have been made in connection with the subject matter hereof are superseded by this Agreement. This Agreement supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.

7. This Agreement shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to Article VII Section 8 regarding assignment.

8. This Agreement is not assignable by either Party. Notwithstanding the foregoing, the Parties expressly acknowledge and agree that certain duties required to be performed by either Party hereunder may be assigned to a third-party contractor at the discretion of such Party so long as performance of the assigned duty otherwise complies with the terms of this Agreement. RTC shall not assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the County.

9. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to engage in the cooperative action set forth herein.

10. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

11. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

12. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument but all of which together shall constitute one Agreement.

14. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the beginning of this Agreement are incorporated herein by the references thereto contained herein and this reference. Any capitalized term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.

*[SIGNATURE PAGE TO FOLLOW]*



PASSED, ADOPTED and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CLARK COUNTY**

\_\_\_\_\_  
Shauna Bradley  
Director of Department of Real Property Management

Approved as to Legality and Form:

Steven B. Wolfson, Clark County District Attorney

  
\_\_\_\_\_  
Nichole Kazimirovic  
Deputy District Attorney

PASSED, ADOPTED and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**REGIONAL TRANSPORTATION COMMISSION OF  
SOUTHERN NEVADA**

\_\_\_\_\_  
Justin Jones  
Chairman

Attest:

\_\_\_\_\_  
Marin DuBois  
Government Affairs Supervisor

Approved as to Legality and Form:

\_\_\_\_\_  
David Clyde  
Chief Legal Officer

**EXHIBIT "A"**  
**Legal Description of Property**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

APN:162-31-201-020

PORTION OF GOVERNMENT LOT 39 LOCATED IN THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B.&M., OF OFFICIAL RECORD, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, LYING NORTH AND EASTERLY OF THAT CERTAIN PARCEL OF LAND DEDICATED TO THE COUNTY OF CLARK BY DEDICATION DOCUMENT RECORDED NOVEMBER 14, 2013 AS INSTRUMENT NO. 201311140001914, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM ALL THAT PORTION OF THE LAND DEDICATED TO THE COUNTY OF CLARK BY DEDICATION RECORDED OCTOBER 12, 1999, IN BOOK 991012 AS DOCUMENT NO. 00528, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

APN:162-31-201-021

PORTIONS OF GOVERNMENT LOTS 39, 40, 41 AND 42 LOCATED IN THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND GOVERNMENT LOT 47 LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B.&M., OF OFFICIAL RECORD, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, LYING SOUTH AND WESTERLY OF THAT CERTAIN PARCEL OF LAND DEDICATED TO THE COUNTY OF CLARK BY DEDICATION DOCUMENT RECORDED NOVEMBER 14, 2013 AS INSTRUMENT NO. 201311140001914, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM ALL THAT PORTION OF THE LAND DEDICATED TO THE COUNTY OF CLARK BY DEDICATION RECORDED OCTOBER 12, 1999, IN BOOK 991012 AS DOCUMENT NO. 00528, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

**EXHIBIT "B"**  
**Restrictive Covenant and Reservation of Avigation and Clearance Easement**

This Restrictive Covenant and Reservation of Avigation and Clearance Easement (this "Restriction") is attached to and made a part of that certain Deed dated \_\_\_\_\_ from Clark County, as grantor ("COUNTY") to the Regional Transportation Commission of Southern Nevada, as ("GRANTEE"), related to certain real property (the "Property") that is legally described on Exhibit "A" to the Deed. Whenever "GRANTEE(S)" is used in this Restriction, it refers to GRANTEE, its legal representatives, successors, assigns and any subsequent owner of all or part of any interest in the Property, including lessees, licensees and tenants. Whenever "COUNTY" is used in this Restriction, it refers to the COUNTY and its successors in interest and assigns as owners, operators, or users of the Airports.

1. Definitions. Unless otherwise specifically noted in this Restriction, the words and phrases defined below shall have the following meanings:

(a) "Aircraft" means any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air or space regardless of the form of propulsion which powers said Aircraft in flight.

(b) "Airports" means the facilities now known as, or any future name or common reference that may be promulgated, adopted or referred to, Harry Reid International Airport, Nellis Air Force Base, North Las Vegas Airport, Overton Airport, Creech Air Force Base, Henderson Executive Airport, Laughlin-Bullhead International Airport, Searchlight Airport, Mesquite Airport, Boulder City Airport, and Jean Airport; or any and all future facility or facilities developed in the Ivanpah Valley, Pahrump Valley, and in the vicinity of the City of Mesquite, collectively or individually.

(c) "Airport Environs Maps" means the Harry Reid International Airport Environs Overlay District Map, adopted in Title 30 of the Clark County Unified Development Code, effective June 30, 2008; the North Las Vegas Airport Environs Overlay District Map, adopted in Title 30 of the Clark County Unified Development Code, effective June 30, 2008; the Henderson Executive Airport Environs Overlay District Map, adopted in Title 30 of the Clark County Unified Development Code, effective June 30, 2008, or any subsequent version of any of such maps as may be updated from time to time by the Department of Aviation.

(d) "Airport Hazard Areas Board of Adjustment" means the Board of Adjustment established pursuant to Section 20.13.100 of the Clark County Code or any successor thereto.

(e) "Compatible Uses" means land uses which are appropriate given the area's exposure to Aircraft over flight and noise, and the limitations on development necessary to preclude potential hazards to air navigation. Compatible Uses which may conform with the preceding definition include, but are not limited to: commercial uses such as office, business, professional, wholesale and retail; communication uses; transportation uses such as railroad, motor vehicle, rapid transit and street railway transportation; street and highway rights-of-way; utility rights-of-way; parking; general dispersed recreation; golf courses; and drainage facilities.

(f) “Department of Aviation” means the Clark County Department of Aviation or successor charged with responsibility for operation of the Airports.

(g) “FAA” means the United States Department of Transportation Federal Aviation Administration or any successor agency thereto.

(h) “Hazardous Substances” means any substance, material now, or hereafter included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials” or “toxic substances” under any applicable federal, state or local laws or regulations.

(i) “Improvement” means any building, structure or other improvement or object, including trees, shrubbery or other Vegetation.

(j) “Incompatible Uses” means uses which potentially expose persons to elevated levels of Aircraft generated noise or to areas identified as necessary to protect the safe passage of Aircraft, or which have been determined by the FAA, the Director of the Department of Aviation, and/or the Airport Hazard Areas Board of Adjustment to be hazardous to or incompatible with air navigation, and:

(i) **For property located outside the AE-60**, as defined by the Airport Environs Maps, include uses that are hazardous to or incompatible with air navigation. The fact that any of the foregoing uses is permitted under the Clark County Code shall have no bearing on whether they constitute an Incompatible Use under this Restriction.

(ii) **For property located within the AE-60**, as defined by the Airport Environs Maps, include any type of residential use or where an occupant can remain on the property for 30 days or more, such as: rural estate uses, residential uses, single family homes, mobile homes, low density, medium density and high density housing, apartments, group quarters, condominiums, time-sharing apartments, townhouses, bed and breakfasts, fraternity and sorority housing, recreational vehicle parks (excluding recreational vehicle parks with less than 30 days stay); schools (excluding undergraduate and graduate classroom settings higher than the 12<sup>th</sup> grade, and training facilities); hospitals; care centers (including nursing homes and overnight recovery centers) and religious institutions. The fact that any of the foregoing uses is permitted under the Clark County Code shall have no bearing on whether they constitute an Incompatible Use under this Restriction.

(iii) **For property located within the AE-65 and AE-70**, as defined by the Airport Environs Maps, include any type of residential use or where an occupant can remain on the property for 30 days or more, such as: rural estate uses, residential uses, single family homes, mobile homes, low density, medium density and high density housing, apartments, group quarters, condominiums, time-sharing apartments, townhouses, bed and breakfasts, fraternity and sorority housing, recreational vehicle parks; schools (including undergraduate and graduate classroom settings higher than the 12<sup>th</sup> grade, but excluding training facilities [where degrees and diplomas are not awarded]); hospitals; care centers (including nursing homes and overnight recovery centers); religious institutions; churches; auditoriums and concert halls; condominium hotels or motels, transient lodging, hotels, motels, inns, lodges; amusement parks, outdoor sports arenas, and zoos. The fact that any of the foregoing uses is permitted under the Clark County Code shall have no bearing on whether they constitute an Incompatible Use under this Restriction.

(k) “Property” means the real property described on Exhibit “A” to the Deed which was conveyed to COUNTY pursuant to Section 4(g) of the Southern Nevada Public Land Management Act of 1998, as amended (“SNPLMA”), through Land Patent No. 27-99-0012 recorded April 2, 1999 in Book 990402, as Document No. 0001629 of official records.

(l) “Vegetation” shall include trees, plants, weeds, shrubs and grass, however, this list is not intended to be exhaustive.

2. Reservation of Avigation and Clearance Easement and Waiver of Claims

(a) COUNTY, its successors in interest and assigns, for the use and benefit of Aircraft owners, operators and the general public, shall have the continuing right to cause or allow in all of the airspace above the surface of the Property such noise, fumes, vibrations, dust, fuel, particles and all other effects that may be caused by or result from the operation of Aircraft, whether or not said Aircraft overfly or intrude into the airspace above the Property.

(b) COUNTY reserves unto itself, its successors and assigns, for the use and benefit of Aircraft owners, operators and the general public, a right of flight for the passage of Aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of Aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing at, taking off from or operating at the facilities now known as, or any future name or common reference that may be promulgated, adopted or referred to, Harry Reid International Airport, Nellis Air Force Base, North Las Vegas Airport, Overton Airport, Creech Air Force Base, Henderson Executive Airport, Laughlin-Bullhead International Airport, Searchlight Airport, Mesquite Airport, Boulder City Airport, and Jean Airport; or any and all future facility or facilities developed in the Ivanpah Valley, Pahrump Valley, and in the vicinity of the City of Mesquite (the “Airports”).

(c) GRANTEE(S) covenants and agrees not to allow any Improvement to become constructed on the Property which is, will be or has been erected to a height and does extend into the airspace where, upon making application of a FAA form 7460-1 if required, the FAA determines such Improvement to be an obstruction and/or hazard to air navigation pursuant to the rules and regulations of the FAA under Code of Federal Regulations Title 14, Chapter I, Part 77. Should FAA determine such proposed, erected, or grown Improvement to be an obstruction and/or hazard to air navigation, the Improvement is to be removed, demolished, and/or lowered to a height which FAA determines not to be an obstruction and/or hazard to air navigation and until such compliance is determined by the FAA, GRANTEE(S) will not be granted a permit under Clark County Code Chapter 20 and Chapter 30, including 20.13 and 30.02.26(B) “Airport Airspace Overlay District” as amended; or any similar federal, state, or local regulation which may hereinafter be enacted in total or in part.

(d) GRANTEE(S) covenants and agrees not to allow any Vegetation to be planted or grown on the Property which is, will be or has been grown to a height and does extend into the airspace where, upon making application of a FAA form 7460-1 if required, the FAA determines such Vegetation to be an obstruction and/or hazard to air navigation pursuant to the rules and regulations of the FAA under Code of Federal Regulations Title 14, Chapter I, Part 77. Should FAA determine such proposed or grown Vegetation to be an obstruction and/or hazard to air navigation, the Vegetation is to be removed, trimmed, and/or lowered to a height which FAA determines not to



be an obstruction and/or hazard to air navigation and until such compliance is determined by the FAA, GRANTEE(S) will not be granted a permit under Clark County Code Chapter 20 and Chapter 30, including 20.13 and 30.02.26(B) "Airport Airspace Overlay District" as amended; or any similar federal, state, or local regulation which may hereinafter be enacted in total or in part.

(e) GRANTEE(S) shall, prior to 1) construction of any applicable Improvement; 2) planting any applicable Vegetation; or 3) at such time as any Vegetation is grown to a height on the Property; file notice with the FAA if any of the above meets or exceeds the notification requirements of Code of Federal Regulations Title 14, Chapter I, Part 77 as applied to the Airports via FAA form 7460-1, as amended, or any similar regulations which may hereinafter be enacted, and where required by the Clark County Code, receive either a Director's Permit from the Department of Aviation or a Variance, as set forth in Clark County Code Chapter 20, as amended, from the COUNTY'S Airport Hazard Areas Board of Adjustment.

(f) GRANTEE(S), in addition to all rights, terms, and conditions contained herein, expressly acknowledges and consents to the right of Aircraft flight set forth in Title 49 United States Code ("USC") §40102(a)(30), 49 USC§40103(a)(2), Code of Federal Regulations Title 14, Chapter I, Part 77, Chapter I, Part 91, Part 101, and Part 103 as amended, including Code of Federal Regulations Title 14, Chapter I, Part 91.119, or any similar statute or regulation which may hereinafter be enacted in total or in part; and Nevada Revised Statute ("NRS") Chapters including NRS 493.030, NRS 493.040 and NRS 493.050 as amended, or any similar regulation or statute which may hereinafter be enacted in total or in part; as may be undertaken by Aircraft arriving to or departing from the Airports.

(g) GRANTEE(S), its successors, assigns, licensees, invitees, and tenants, hereby waive, remise, and release any right, claim, or cause of action which they may now have or may have in the future against COUNTY, and its officers and employees, or operators or users, and their officers, directors, employees, and agents, of the above described Airports, for losses or psychological or physical effects on account of or arising out of noise, vibrations, fumes, dust, fuel, particles and all other effects that may be caused or may have been caused by the operation of Aircraft landing at, taking off from, or operating at or on the Airports, or in or near the airspace above the Property. GRANTEE(S), its successors, assigns, licensees, invitees, and tenants specifically waives any and all claims, including a claim that the easement is burdened by increases in noise, fumes, vibrations, dust, fuel, particles, or any other effects that may be caused by or result from the operation of Aircraft; changes in the type or frequency of Aircraft operations, the airport layout, or flight patterns; or increases in nighttime operations.

Further, GRANTEE(S), its successors, assigns, licensees, invitees, and tenants, hereby waive, remise, and release any right, claim, or cause of action as to use and/or regulation of all airspace more than 35 feet above ground level above the Property, except as may be granted by the COUNTY.

This Reservation of Easement and Waiver does not require the removal of an Improvement or Vegetation in the condition as either is existing on the Property at the time this Reservation of Easement and Waiver is conveyed.



3. Use Restrictions. To ensure that the Property is developed and used in a manner that is compatible with the Airports and does not interfere with or inhibit operations or growth of the Airports, GRANTEE(S) covenants and agrees as follows:

(a) The Property shall only be used for Compatible Uses, which must also be compatible with uses of the Airports, and must comply with applicable federal, state or local laws or regulations, including zoning and land use restrictions and conditions. The Property shall not be used for Incompatible Uses.

(b) With respect to any Improvement located, to become constructed or to be located on the Property, prior to the time, if ever, that all of the Airports shall be abandoned and shall cease to be used for public airport purposes, GRANTEE(S) covenants and agrees:

(i) to submit to the COUNTY plans showing exterior building finishes, including glass surfaces and exterior lighting, which potentially may make it difficult for Aircraft pilots to distinguish between airport lights and other lights, produce glare or reflection which would impair Aircraft pilots landing or taking off at the Airports, impair visibility in the vicinity of the Airport, or otherwise endanger the landing, take off, or maneuvering of Aircraft. GRANTEE(S) shall not use, permit or suffer the use of the Property in such a manner as to create electrical interference with radio communications to or from any Aircraft or between any airport installation or navigational aid ("NAVAID") and any Aircraft.

(ii) not to allow any Improvement to become constructed or Vegetation to be grown on the Property which encroaches upon or extends into the areas where the FAA would determine such Improvement or Vegetation would be an obstruction and/or hazardous to or incompatible with air navigation pursuant to the rules and regulations of the FAA under Code of Federal Regulations Title 14, Chapter I, Part 77 and be prohibited or not granted a permit under Clark County Code Chapter 20 and Chapter 30, including 20.13 and 30.02.26(B) "Airport Airspace Overlay District" as amended; or any similar federal, state, or local regulation which may hereinafter be enacted in total or in part.

(iii) not to authorize the construction of any Improvement on the Property that attracts or results in the concentration of birds or other wildlife which would interfere with the safe operation of Aircraft in flight.

(iv) that prior to construction or erection of any applicable Improvement or Vegetation on the Property, file notice with the FAA in accordance with the requirements of Code of Federal Regulations, Title 14, Chapter I, Part 77 as applied to the Airports via FAA form 7460-1, as amended, or any similar regulations which may hereinafter be enacted and, where required by the Clark County Code, receive either a Director's Permit from the Department of Aviation or a Variance from the COUNTY'S Airport Hazard Areas Board of Adjustment.

(v) to use construction practices and materials designed to achieve the exterior to interior noise level reduction required by local development codes, based on Aircraft noise contours shown on the Airport Environs Maps. Land and Improvements shall be deemed to be impacted by the specific noise contours that cross them as shown on the Airport Environs Maps. Where a building is or would be impacted by one or more noise contours, the entire building shall be

considered to be within the most restrictive noise contour. For residential uses located outside the 60 DNL contours of the Airport Environs Maps, the twenty-five decibel noise attenuation construction standard must be incorporated into construction practices and materials.

(vi) to record a stand-alone noise disclosure form and flight track proximity map against the land, separate from other recorded documents. The flight track proximity map to record a stand-alone noise disclosure form and flight track proximity map against the land, separate from other recorded documents. The flight track proximity map shall highlight the project location and associated flight tracks. The flight track proximity map shall be obtained from the Department of Aviation, upon request.

(vii) to present a copy of the recorded stand-alone noise disclosure form and proximity map referenced in section 3(b)(vi) to subsequent residential property owners.

(viii) to provide a copy of the recorded stand-alone noise disclosure form and proximity map referenced in section 3(b)(vi) to any residential tenant who enters into a rental arrangement or lease which exceeds 30 days.

4. Indemnity. To the maximum extent permitted by Nevada law, GRANTEE(S) shall indemnify, save harmless, and defend the COUNTY, its officers and employees, individually and collectively, from all damages, fines, liens, suits, claims, demands, actions, reasonable costs of investigation and litigation, reasonable attorneys' fees and expenses, reasonable consultants' fees and expenses, and reasonable expert witnesses' fees and expenses, judgments or liability of any kind arising out of or in any way connected with the use of the Property, including, without limitation, (i) the installation, construction, operation, maintenance, or condition of any Improvement on the Property and (ii) releases or threatened releases of Hazardous Substances from the Property or by GRANTEE(S) on, into, or under land, property and other interests of the COUNTY.

5. Non-Waiver. No waiver by the COUNTY at any time of any of GRANTEE(S) obligations under this Restriction shall be deemed or taken as a waiver at any time thereafter of the same or any other obligation or of the strict and prompt performance thereof. No waiver shall be valid against the COUNTY unless reduced to writing and authorized by the Board of County Commissioners, the Airport Hazard Areas Board of Adjustment or the Director of the Department of Aviation.

6. Default. If GRANTEE(S) defaults in or violates the obligations set forth in this Restriction and fails reasonably to cure such default or violation following reasonable written notice from the COUNTY, then the COUNTY shall be entitled to exercise any rights or remedies available at law or in equity or under the express terms of the Deed or this Restriction including injunctive relief as provided below.

7. Damages Inadequate. GRANTEE(S) acknowledges and agrees that damages as a result of any default in or violation of any obligation of GRANTEE(S) set forth in this Restriction are not readily ascertainable, that money damages or other legal relief will not adequately compensate the COUNTY for any such breach, and, in addition to any entitlement to monetary damages, that the COUNTY is entitled to injunctive relief compelling the specific performance of those obligations under the Deed and this Restriction. GRANTEE(S) further acknowledges that the breach of any of the provisions of the Deed or this Restriction would constitute irreparable harm to the COUNTY, and

GRANTEE(S) hereby waives any defenses to the grant of a temporary restraining order related to any such breach based on the adequacy of legal remedies.

8. Remedies Cumulative. GRANTEE(S) agrees that COUNTY may pursue all remedies now or hereafter existing at law or in equity and to enforce the performance and observance of any obligation of GRANTEE(S) under the Deed or this Restriction. All remedies shall be cumulative and not exclusive of one another or of statutory remedies not specifically referenced herein. The exercise of any one or more remedies described above, or of any one or more remedies existing at law, in equity or by statute, shall not constitute a waiver or election with respect to any other available remedy.

COUNTY'S failure to exercise its remedies reserved herein shall not be construed to waive any rights COUNTY may have to enforce GRANTEE(S) obligations through any and all rights and remedies which COUNTY or its successors and assigns may have at law or in equity for the enforcement of covenants. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9. Changed Circumstances. GRANTEE(S) acknowledges that changes in circumstances shall not forgive compliance with the terms of this Restriction, except as otherwise provided in paragraph 3(b) above with respect to the abandonment and non-use of the Airports.

10. Termination by GRANTEE(S). The COUNTY may terminate this Restriction or any specific provision hereof by recording a release in recordable form with directions for delivery of same to GRANTEE(S) at its last address given pursuant hereto whereupon the obligations described in such release shall terminate, except for any liabilities incurred prior to the date of such release. For convenience such instrument may run to "the owner or owners and parties interested" in the Property.

11. Severability. In the event any one or more of the provisions contained in the Deed or this Restriction shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Deed or this Restriction but the Deed and this Restriction shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

12. Covenants Running with the Property. GRANTEE(S) acknowledges that the restrictions, easements and reservations contained herein shall be binding on itself, its legal representatives, assigns and any subsequent owner of all or part of any interest in the Property, and shall attach to and run with the Property. The obligations and burdens set forth in the foregoing restrictions and reservations shall be enforceable by the COUNTY against GRANTEE(S) and any future owner(s) of the Property or any part thereof or interest therein, including any lessee, licensee or tenant of the Property or any part thereof. The acceptance of the Deed by GRANTEE(S) shall constitute acceptance of the foregoing restrictions and reservations. GRANTEE(S) expressly agrees that the restrictions and reservations described herein or attached to the Deed shall be inserted in full in all future deeds of all or part of the Property.

13. General. Article, section or paragraph headings, titles or captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or the intent of any provision thereof. Words in the singular shall be held to include the plural, unless the context otherwise requires. The word "will" has the same meaning as the word "shall." The word "or"

is disjunctive but inclusive, unless the context otherwise requires. The words “include,” “includes,” and “including” are deemed to be followed by the phrase “without limitation.”

14. No Third Party Beneficiaries. The provisions of this Restriction are for the exclusive benefit of the COUNTY, except as otherwise provided in paragraph 3 with respect to the FAA, and no person not included within the definition of the term “GRANTEE(S)” or “COUNTY” (other than the FAA as aforesaid) shall be entitled to the rights and benefits hereof.

15. GRANTEE(S) Certification. The person(s) signing below on behalf of the GRANTEE(S) hereby certifies, under penalty of perjury, that he or she has been duly authorized to sign this Restriction on behalf of the GRANTEE(S).

16. GRANTEE(S) Intended Purpose. GRANTEE’s intended use of the Property is for the public purpose of constructing and operating a transit operations center and training facility to service its fleet of buses and/or vehicles used for public transportation, and such intended use may include related maintenance and/or administration building(s) for GRANTEE’s staff and contractor personnel, storage areas for equipment (bus stop components and training vehicles) and buses (“Purpose”). Pursuant to NRS 277.053, COUNTY shall convey the Property to GRANTEE to be used for a public purpose.

17. GRANTEE(S) Property/Premises Reversionary Clause. All right, title and interest in the Property shall revert to COUNTY without compensation to GRANTEE, its heirs, successors or assigns if construction of the transit facilities does not commence within five (5) years from the date of conveyance to GRANTEE or the Property ceases to be used for the Purpose. GRANTEE agrees that it shall not enter into any lease or sublease of the Property unless any such lease or sublease is for a public purpose. Further, GRANTEE shall not encumber the Property with any easements, licenses, or any other encumbrances or interests for a non-public purpose, nor shall it sell or otherwise convey fee interest in the Property.

*[Signatures on the following pages]*



GRANTOR:

COUNTY OF CLARK, a political subdivision of the State of Nevada

\_\_\_\_\_  
Rosemary A. Vassiliadis, Director  
Department of Aviation

APPROVED AS TO FORM:

Steven B. Wolfson, Clark County District Attorney

\_\_\_\_\_  
John P. Witucki, Senior Attorney

STATE OF NEVADA    )  
                                  ) ss.  
COUNTY OF CLARK    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me the undersigned a Notary Public in and for said state, personally appeared Rosemary A. Vassiliadis, personally known to me to be the person(s) who executed the above instrument, and acknowledged that she executed the same for purposes herein stated.

\_\_\_\_\_  
Notary Public

Notary Statement and/or Seal



**EXHIBIT "C"**  
**Project Schedule for Transit Facility**

<b>RTC FACILITY @ DECATUR &amp; OQUENDO</b>			
<b>SCHEDULE MILESTONE</b>			
DESCRIPTION		Schedule	Funding
<b>I</b>	<b>PLANNING</b>	2/1/2023 – 2/6/27	N/A
A	FTA Protective Acquisition CE Request	2/1/2023 – 5/30/23	
B	CCRPM/RTC Interlocal Agreement (DOA Property)		
1	Finalize Agreement	7/1/23 – 9/30/24	
2	RTC Agenda Deadline & Board Approval	10/23/24 & 11/10/24	
3	CC Agenda Deadline & Board Approval	6/20/2025 & 7/17/25	
C	CCRFCD Interlocal Agreement for 408 Permission/214 Process (Open Drainage Channel Facility Conversion ) to Box Culvert		Local
1	Finalize Agreement	8/1/24 - 12/30/26	
2	RTC Agenda Deadline & Board Approval	12/13/26 & 12/20/26	
3	CCRFCD Agenda Deadline & Board Approval	12/13/26 & 12/20/26	
D	CC Interlocal Agreement Concurrence with CCRFCD/Core of Engineer Permission (Process after USACE Approval)		N/A
1	Finalize Agreement	4/3/28 - 6/22/28	
2	RTC Agenda Deadline & Board Approval	6/21/28 - 7/2/28	
3	CC Agenda Deadline & Board Approval	7/10/28 - 7/24/28	
<b>II. ENVIRONMENTAL</b>		8/21/2023 – 12/30/26	Local
A	Phase I – 30% Preliminary Design		
1	RFP/SOQ Design Engineer Selection	8/21/23 - 12/29/24	
2	NTP & 30% Design Completion	1/30/25 - 6/30/25	
B	NEPA Requirements - CE		
1	Application & Review Process	4/1/25 – 10/30/26	
2	Approved NEPA	11/1/26 - 12/30/26	
<b>III. DESIGN</b>		1/3/27 - 5/31/28	Local
1	Drainage Study & 408 Permission with USA Corp of Engrs.	1/3/27 – 8/30/27	
2	CC Planning Design Review & Approval	9/1/27 - 1/30/28	
3	Phase II – Plan Development (30, 60% 90%)	1/3/27 - 2/28/28	
4	100% & Construction Plan	3/1/28 – 5/31/28	
<b>IV. PLAN APPROVAL &amp; PERMITTING PROCESS</b>		3/1/28 – 5/30/29	Local
A	NV Energy – EV Chargers (Start Process @ 90% Plan)	3/1/28 – 5/30/29	
B	NV Energy – Full Site (Start Process @ 90% Plan)	3/2/28 - 5/30/29	
C	CC Permits	6/1/28 - 12/30/28	
D	Other Utility Permits	6/1/28 - 12/30/28	
<b>V. BID PROCESS FOR CONSTRUCTION</b>		1/2/29 - 5/30/29	
<b>VI. CONSTRUCTION</b>		6/1/29 - 6/30/31	Local/Fed
<b>VII. PROJECT CLOSEOUT, TURNOVER &amp; TESTING</b>		7/1/31– 12/30/31	

**EXHIBIT "D"**  
**Estimated Budget and Funding Allocation for Transit Facility**

<b>Decatur-Oquendo Bus Operations Facility Development Rough-Order Magnitude (ROM) Cost Estimate</b>		
<b>Summary</b>		
Design	\$	650,000.00
Corps of Engineer Plans Approval	\$	150,000.00
Jurisdictional Permitting	\$	293,000.00
Construction Management Services	\$	403,000.00
3rd Party Inspection Services	\$	144,000.00
Utilities - Electrical	\$	361,000.00
Utilities - Water	\$	122,000.00
Utilities - Sanitary Sewer	\$	108,000.00
Utilities - Data/Communications	\$	115,000.00
Utilities - Storm water	\$	1,150,000.00
Construction (build)	\$	19,230,000.00
	\$	<b>22,726,000.00</b>
Contingency Amount	\$	2,247,000.00
Overhead & Profit	\$	2,247,000.00
<b>Subtotal</b>	<b>\$</b>	<b>4,494,000.00</b>
<b>Total Cost</b>	<b>\$</b>	<b>27,220,000.00</b>

**Historical 5307 FTA Grant Funds Apportionment FFY2014 - FFY2023**  
**Table 3 FTA Apportionment Tables**

**Funding Type** 5307  
**Description** 5307 Urbanized Area

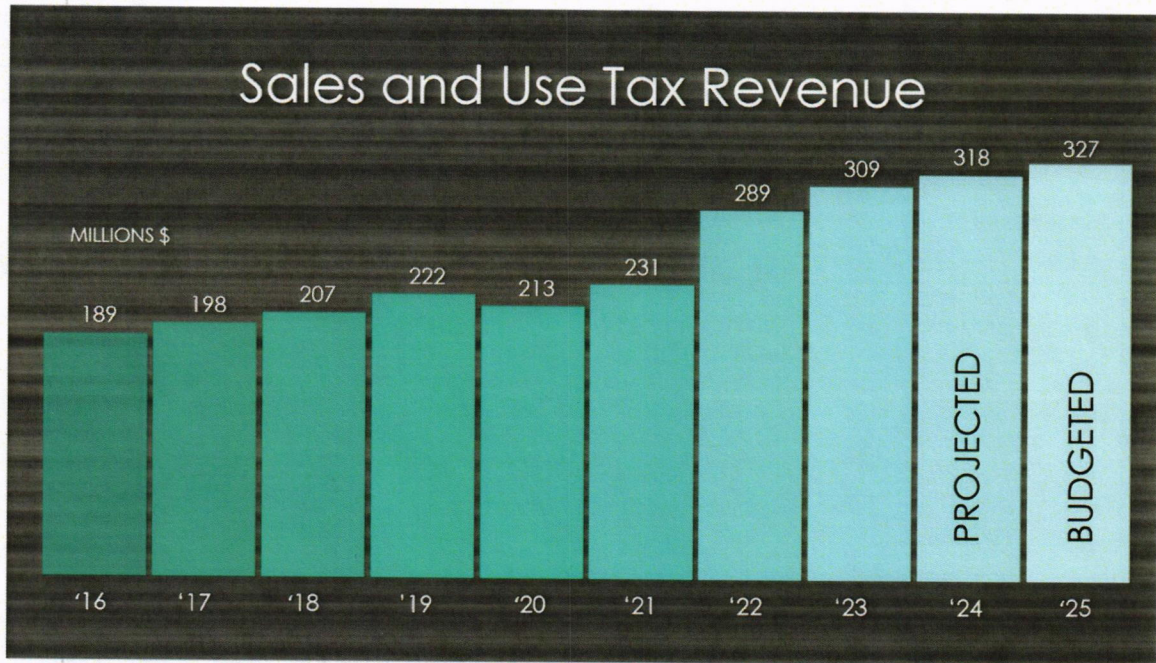
<b>FFY Apportionment</b>	
FFY 2015	\$ 33,220,033.00
FFY 2016	\$ 33,489,732.00
FFY 2017	\$ 34,711,054.00
FFY 2018	\$ 35,910,023.00
FFY 2019	\$ 36,791,879.00
FFY 2020	\$ 36,863,735.00
FFY 2021	\$ 37,693,388.00
FFY 2022	\$ 48,486,668.00
FFY 2023	\$ 49,558,624.00
FFY 2024	\$ 55,064,602.00
<b>10-Year Totals</b>	<b>\$ 401,789,738.00</b>

<b>Projected Apportionment based on annual 2% Increase</b>	
FFY2025	\$ 56,165,894.00
FFY2026	\$ 57,289,212.00
FFY2027	\$ 58,434,996.00
FFY2028	\$ 59,603,696.00
FFY2029	\$ 60,795,770.00

Note:  
 Additional funding provided under Bipartisan  
 Infrastructure Law

**Note:**

Normally 5307 grants are not written (obligated) for the entire year's apportionment during that year so, there may be 5307 apportionment funds available from prior years that can be used as well. "Section 5307 apportionment funds are available for obligation during the Federal fiscal year for which they were apportioned, plus five additional years." (source: Page III-4 FTA Circular 9050.1A)



The above slide shows the projected sales tax revenues for FY2025. This is an estimated 3% increase over FY24.

Local sales tax revenues are fully secured by the RTC for use and require no further legislative approvals.

The revenues are authorized to be collected by the RTC and are fully controlled by the RTC for transit purposes under two separate local tax measures that were previously approved:

1991 Question 10 funds – 1/4 of a percent sales tax

2003 Question 10 funds – 1/8 of a percent sales tax



**INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND  
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA  
FOR CONVENYANCE OF REAL PROPERTY  
APNS: 163-31-201-020 & 021, +/- 7.96 ACRES**

