

APN: 137-23-414-037

SUMMERLIN DEVELOPMENT MANAGEMENT COMPANY, LLC

WHEN RECORDED PLEASE RETURN TO:

Clark County Department of Public Works
Attention: Richard R Robinson, Design Engineering
500 S. Grand Central Parkway, #2001
Las Vegas, Nevada 89155

TRAIL BRIDGE AESTHETIC ENHANCEMENTS COST PARTICIPATION AGREEMENT

This Agreement ("Agreement") is made and entered into this 2nd day of July, 2024, between Clark County, Nevada, a political subdivision of the State of Nevada ("County"), and Summerlin Development Management Company, LLC, a Delaware limited liability company ("Property Owner"). County and Property Owner may be referred to herein collectively as the "Parties" and individually each a "Party".

RECITALS

WHEREAS, Property Owner owns certain properties located west of the Clark County 215 Bruce Woodbury Beltway (CC-215); and

WHEREAS, the County is proposing to construct roadway improvements at the interchange of the CC-215 and Summerlin Parkway, which includes reconfiguration of interchange ramps and the construction of new ramps, four new roadway bridges, and widening the existing Summerlin Parkway bridge, three new trail bridges for the City of Las Vegas Trail, retaining walls, storm drainage facilities, curbs, gutters, sidewalks, streetlights, traffic signals modifications, traffic control devices/signage, and pavement markings as specified and identified in the capital improvement project and associated plans L # 2196 (collectively, the "County Project"); and

WHEREAS, the Property Owner desires the County to include in the County Project the construction of improvements, pay the County the "Construction Costs" defined below for such improvements, and execute a temporary construction easement, attached hereto as Exhibit "A" subject to the County requiring its contractors and agents to enter into Property Owner's Revocable License Agreement, attached hereto as Exhibit "B"; and

WHEREAS, the County is willing to allow the Property Owner's Improvements (defined below) in its County Project so long as the Property Owner pays the Construction Costs associated with the construction of the Improvements and satisfies the other obligations under this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

Trail Bridge Aesthetic Enhancements Cost Participation Agreement with Summerlin Development Management Company, LLC

Final Print Date: 06/06/24

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SUMMERLIN DEVELOPMENT MANAGEMENT COMPANY, LLC

AGREEMENT

1. IMPROVEMENTS

The County agrees to include in the County Project the Property Owner's Improvements, which generally consist of aesthetic enhancements specifically the cladding, anchors, and attachments on the three pedestrian bridges and wrought iron fencing in lieu of the no cut, no climb chain link, collectively referred to as "Improvements," subject to approval of the County Project and this Agreement by the Board of County Commissioners ("BCC") and the Property Owner's compliance with the terms and conditions set forth herein. The Improvements are depicted in Exhibit "C" as provided by dtj Design on behalf of the Property Owner.

Property Owner acknowledges and County agrees that the Improvements are to be constructed as part of the County Project. Property Owner understands and agrees that the County is not and will not be responsible for constructing any other off-site improvements or other improvements that may be required or desired by the Property Owner.

The County will allow Property Owner to observe, review and participate in all walk-throughs for the Improvements.

2. COSTS OF IMPROVEMENTS / PROPERTY OWNER RESPONSIBILITY

a. Construction Costs:

i. The "Construction Costs" of the Improvements are Eight Hundred Thousand and 00/100 Dollars (\$800,000.00).

ii. Property Owner understands and agrees that all of the Construction Costs will be necessary for the construction of the Improvements and, except as provided in the termination clause in Section 3(a), there will not be any unused or excess costs available for reimbursement to the Property Owner.

b. Property Owner Responsibility:

i. Property Owner acknowledges and agrees it is solely responsible to pay the Construction Costs.

ii. Property Owner will pay Four Hundred Thousand and 00/100 Dollars (\$400,000) of the Eight Hundred Thousand and 00/100 Dollars (\$800,000) within two weeks after the County opens bids for the County Project. The remaining Four Hundred Thousand and 00/100 Dollars (\$400,000) will be paid upon substantial completion of the Improvements. If Property Owner does not provide payment for the Construction Costs within thirty (30) calendar days after invoice from the County, the County is under no obligation to construct the Improvements.

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iii. Property Owner will, at its sole cost and expense, in conformance with the County Project schedule, coordinate with the County and provide any information to ensure the Improvements are compatible with the County Project and subsequent maintenance responsibility by the City of Las Vegas.

- (1) Advertising: Property Owner will, at its sole cost and expense, provide to the County any information including but not limited to timely make any modifications, changes, and/or adjustments to Exhibit "C", and provide any information related to the Improvements, and write responses as the County deems necessary to address any bidders questions and/or to clarify design intent.
- (2) Construction: Property Owner shall provide a designated representative for the construction phase of the Improvements, at the Property Owner's sole cost and expense, and appropriate personnel capable of answering any question that may arise in relation to the Improvements during construction of the Improvements. Property Owner's designated representative shall have the right to observe, review and participate in all walk-throughs to ensure the Improvements conform to Exhibit "C" with the understanding of the Parties that all items of concern are to be reported to the County, not the Contractor, for review and determination of the necessary remedial action. Property Owner will notify in writing the County of any work not constructed in accordance with Exhibit "C" for the Improvements within ten (10) calendar days of any walk-through attended by Property Owner's designated representative.

Property Owner will, at its sole cost and expense, provide to the County any information including but not limited to any updates to Exhibit "C" for the Improvements as the County deems necessary. Any updates to Exhibit "C" must be acceptable to the County's Director of Public Works and the Property Owner agrees, at its sole cost and expense, throughout the duration of the County Project to timely make any modifications, changes, and/or adjustments to Exhibit "C", and provide any information related to the Improvements as requested by the County to ensure compatibility with the County Project, address Requests for Information ("RFIs"), Requests for Clarification ("RFCs"), and clarify design intent.

Property Owner shall review, comment, and approve in writing for the Improvements RFIs, RFCs, manufacturer certifications, installation instructions, shop drawings, contractor submittals, and any substantial changes to the Improvements. Property Owner's review and comment must be made in writing and within ten (10) calendar days of notice from the County of RFIs, RFCs, manufacturer certifications, installation instruction, shop drawings, contractor submittals, and substantial

changes to the Improvements. If the Property Owner does not respond within the ten (10) calendar days, the aforementioned shall be deemed approved by the Property Owner. Notwithstanding the above, the County may approve the RFIs, RFCs, manufacturer certifications, installation instructions, shop drawings, contractor submittals, and any substantial changes if it's in the best interests of the County and/or the Project and the County and Property Owner will work together to address any dispute.

- (3) Substantial Completion of Construction: The Property Owner shall within ten (10) calendar days of notice of final completion of the Contractor's work for the Improvements, provide written acceptance of the Improvements, provided the County and the Contractor have addressed all punch list items. If the Property Owner does not respond within ten (10) calendar days, the Contractor's work shall be deemed accepted by the Property Owner.

iv. No Additions, Substantial Deviations, or Change Orders: Property Owner acknowledges and agrees, the Property Owner shall not cause and/or request additions and/or substantial deviations and/or change orders related to the Improvements and/or the County Project. If a substantial deviation and/or change order would be required to construct the Improvements, the County is under no obligation to construct the Improvements. Property Owner acknowledges and agrees, the County will make the final decisions and determinations with respect to the substantial deviation if the substantial deviation relates to the Project and/or affects the County Project. County, at its sole option may stop and/or terminate all or a portion of the work related to the Improvements the Property Owner agrees to pay all costs and expenses arising out of or related to the work stoppage and/or termination up to the amount of the Construction Costs.

v. No Recourse: Property Owner shall not have the right to seek recourse and/or cause of action against County for the workmanship or any claims and/or cause of action whatsoever regarding delays, timing, condition, location, design, construction, maintenance, repair, and/or replacement of the Project and/or the Improvements.

vi. Temporary Construction Easements: In conjunction with executing this Agreement, Property Owner acknowledges and agrees to execute a temporary construction easement contemporaneously with this Agreement that is necessary for the County Project attached hereto as Exhibit "A" subject to the County requiring its contractors and agents to enter into Property Owner's Revocable License Agreement, attached hereto as Exhibit "B".

3. TERMINATION BY THE COUNTY

a. By the County: County may terminate this Agreement at any time prior to the start of construction of the County Project for any reason, without any cost or recourse to the County. In the event County terminates this Agreement prior to commencement of construction, without any fault of Property Owner, then the County will return the amount of the Construction Costs paid by Property Owner to County. County may also terminate this Agreement at any time after the start of construction of the County Project for any reason, without any cost or recourse to the County. In the event County terminates this Agreement after the commencement of construction, the County will return any unused Construction Costs to Property Owner.

b. By the Property Owner: The Property Owner may request the County to terminate this Agreement by providing written notice to the County within 1) Seven (7) calendar days after receiving the digital copy of the bid set plans; or 2) If the County fails to bid the Project after three (3) years of BCC approval of this Agreement. If the Property Owner terminates this Agreement, the Property Owner agrees to pay any and all costs and/or expenses incurred by County, including, but not limited to, design costs, arising out of and/or related to the Improvements and termination of this Agreement, up to the amount of the Construction Costs. After Seven (7) calendar days from receiving the digital copy of the bid set plans, via electronic delivery to Property Owner. Except as otherwise provided herein, Property Owner does not have a right to terminate this Agreement.

4. OPPORTUNITY TO CURE

Property Owner shall provide County with the opportunity to cure the County contractors and/or agents breach within a reasonable time but no less than ninety (90) days, in the event the Property Owner declares breach of the Property Owner's Revocable License Agreement by the County contractors and/or agents.

5. NOTICE OF TERMINATION

In the event that either Party elects to terminate as provided herein, that Party shall provide written notice of termination to the other Party, according to Section 9.

6. NO RECOURSE AGAINST COUNTY

Property Owner shall not have any recourse against the County, and waives any and all claims and/or causes of action it may have, for the workmanship of the Improvements or any claims whatsoever regarding the condition, location, design, construction or maintenance of the Improvements. Property Owner also has no recourse and waives any claims and/or causes of action it may have with respect to the costs of the Improvements, the timing and completion of the Improvements and/or the County's failure to construct and/or its election not to construct the Improvements.

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8. SURVIVAL OF TERMINATION

If this Agreement is terminated by the Property Owner or County, as provided for in Sections 3(a) and 3(b), above, the temporary construction easement in Exhibit "A" and Section 4 of this Agreement shall survive the termination of this Agreement.

9. NOTICE

Except for email communication related to requests, consents, or approvals provided in Section 2(b)(iii), all payments, notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given either when 1) personally delivered (including delivery by a commercially-recognized courier which provides service between the point-of-origin and the point-of-destination); or 2) five (5) business days after deposit in the U.S. Mail, registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

COUNTY:

Clark County Public Works

Attention:

Denis Cederburg, P.E., Director

Reference CIP Project Number B053315
500 South Grand Central Parkway
Las Vegas, Nevada 89155-4000

PROPERTY OWNER:

Summerlin Development Management
Company, LLC

Attention:

Julie Cleaver, SVP Strategic Planning
Le Duong, Senior Assistant General
Counsel

1700 S. Pavilion Center Drive, Suite 250
Las Vegas, Nevada 89135

Julia.cleaver@howardhughes.com
Le.duong@howardhughes.com

10. MISCELLANEOUS

a. Term: This Agreement shall be in full force and effect from and after the date of execution of the Agreement and shall continue until the obligations of the Property Owner and the County are fulfilled, unless terminated as provided in this Agreement.

b. No Ownership: Property Owner understands and agrees that payment of the Construction Costs for the Improvements does not convey any ownership right to or interest in the Improvements, and even if it did, Property Owner waives and disclaims any and all ownership rights to or interests in the Improvements.

c. Removal: If the County and/or the City of Las Vegas decide that the Improvements pose a threat to public health, safety, or general welfare, Property Owner consents to the County and/or the City of Las Vegas removing the Improvements.

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d. Waiver: None of the conditions of this Agreement shall be considered waived by either party unless such waiver is in writing and signed by both parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

e. Successors and Assigns: The terms, provisions, covenants, and conditions of this Agreement shall apply to, bind, and inure to the benefit of the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns.

f. Captions: The captions appearing at the commencement of the sections and articles hereof are descriptive only and for convenience in reference to the Agreement and in no way whatsoever define, limit, or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

g. Governing Law: The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

h. Third Party/No Partnerships: It is not intended by this Agreement to, and nothing contained in this Agreement shall, create a partnership, joint venture, or other arrangement between the County and the Property Owner except as specifically provided herein. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a party hereto, including, without limitation, any broker, and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

i. Counterparts: This Agreement may be executed in any number of counterparts and each of such counterparts (or facsimile copies thereof) shall, for all purposes, be accepted as an original, and all such counterparts shall constitute one and the same instrument binding on all of the parties hereto.

j. Recitals: The recitals of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

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SUMMERLIN DEVELOPMENT MANAGEMENT COMPANY, LLC

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date herein above set forth.

CLARK COUNTY, NEVADA

SUMMERLIN DEVELOPMENT
MANAGEMENT COMPANY, LLC, a
Delaware limited liability company

Tick Segerblom
Chair, Board of County Commissioners

Frank A. Stephan
Vice President

ATTEST:

Lynn Marie Goya
County Clerk

APPROVED AS TO FORM ONLY:

Ashley A. Balducci
Deputy District Attorney

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 6th day of JUNE, 2024, FRANK A. STEPHAN, personally appeared before me, a Notary Public in and for said County and State, and acknowledged to me that he executed the above instrument.

WITNESS my hand and official seal.

Marie Bernadette De Veyra
NOTARY PUBLIC in and for said County and State

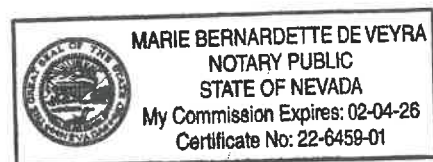
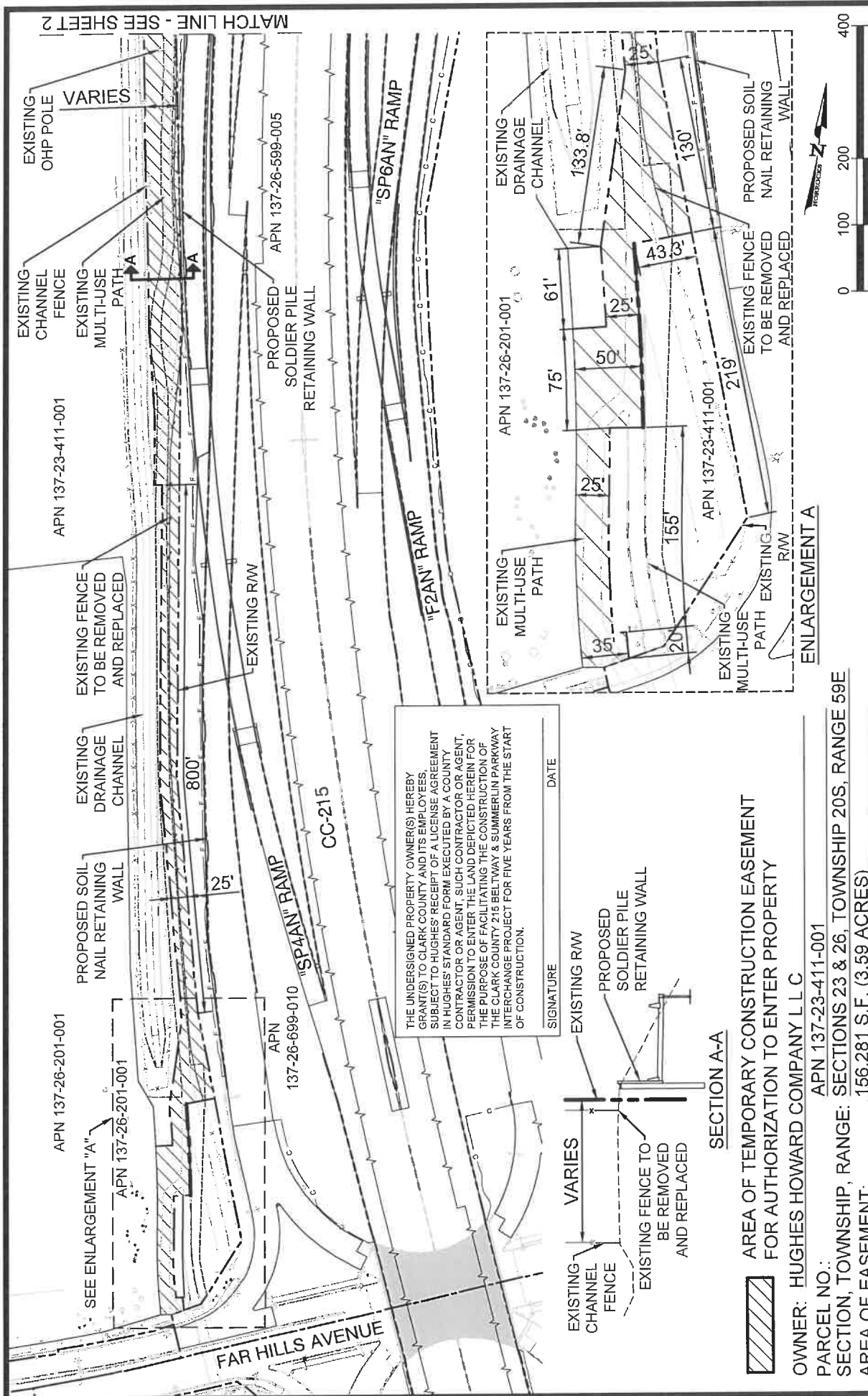


EXHIBIT A



THE UNDERSIGNED PROPERTY OWNER(S) HEREBY GRANT(S) TO CLARK COUNTY AND ITS EMPLOYEES, SUBJECT TO HUGHES' RECEIPT OF A LICENSE AGREEMENT IN HUGHES' STANDARD FORM EXECUTED BY A COUNTY CONTRACTOR OR AGENT, SUCH CONTRACTOR OR AGENT, PERMISSION TO ENTER THE LAND DERIVED HEREIN FOR THE PURPOSE OF FACILITATING THE CONSTRUCTION OF THE CLARK COUNTY 215 BELTWAY & SUMMERLIN PARKWAY INTERCHANGE PROJECT FOR FIVE YEARS FROM THE START OF CONSTRUCTION.

SIGNATURE _____ DATE _____

SECTION A-A

AREA OF TEMPORARY CONSTRUCTION EASEMENT FOR AUTHORIZATION TO ENTER PROPERTY

OWNER: HUGHES HOWARD COMPANY L L C

PARCEL NO.: APN 137-23-411-001

SECTION, TOWNSHIP, RANGE: SECTIONS 23 & 26, TOWNSHIP 20S, RANGE 59E

AREA OF EASEMENT: 156,281 S.F. (3.59 ACRES)

REFERENCE DOC (VESTING): PARCEL MAP FILE 125, PAGE 15



Horrocks.

1401 N. Green Valley Pkwy.
Suite 100
Henderson, NV 89074
Tel. 702.886.4063
www.horrocks.com

FOR:

CLARK COUNTY NEVADA
DEPARTMENT OF PUBLIC WORKS
500 S. GRAND CENTRAL PKWY
LAS VEGAS, NEVADA 89155

SUMMERLIN - CLARK COUNTY 215 BELTWAY INTERCHANGE
TEMPORARY CONSTRUCTION EASEMENT OF
APN: 137-23-411-001

SCALE: 1" = 200'

DESIGNED BY: SMB

DRAWN BY: AM

CHECKED BY: LWH

DWG NO **TCE01**

SHEET 1 OF 2

EXHIBIT B

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 202__, by and between THE HOWARD HUGHES COMPANY, LLC, a Delaware limited liability company ("Owner"), and _____, a _____ ("Licensee").

1. LICENSE. Owner is the title holder to that certain real property shown on Exhibit "A" attached hereto (the "Property"). Owner agrees to permit Licensee to use the Property, and Licensee accepts the right so to use the Property, upon and subject to the terms and conditions hereinafter set forth. It is hereby agreed and understood that this Agreement is merely a license to use the Property and that no right, title or interest in or to the Property is granted to or vested in or intended to be granted to or vested in the Licensee by virtue of this Agreement. Licensee acknowledges that all use of the Property by Licensee shall be pursuant to this Agreement and that Licensee shall not, by such use, acquire any rights in or to the Property by prescription, adverse possession or otherwise.

2. TERM. The term of this Agreement shall commence at 6:00 a.m. Pacific time on _____, 202__, and shall end at 5 p.m. Pacific time on _____, 202__ (the "Term"), unless earlier terminated as herein provided.

3. USE OF PROPERTY. Licensee shall use the Property solely for _____ in connection with the construction of the Summerlin Parkway/215 Beltway interchange on behalf of Clark County, Nevada (the "County"). If materials, vehicles, or equipment of any type remain on the Property after the Term, Licenser shall have the right to remove such materials, vehicles, and/or equipment in whatever manner Licenser deems appropriate, at Licensee's sole cost and expense. Licensee shall, by entering upon and occupying the Property, be deemed to have accepted the Property "AS IS," in its then condition, and Licensee hereby releases Owner, its affiliates, subsidiaries, parent, directors, officers, employees and agents from any liability or loss caused by any latent or patent defect therein. Licensee shall comply with all governmental rules, regulations, ordinances, statutes and laws, and all covenants, conditions and restrictions pertaining to the Property or Licensee's use thereof.

4. MAINTENANCE OF THE PROPERTY. Licensee shall at all times during the Term keep and maintain the Property in good order, condition and repair (including any such replacement and restoration required for that purpose), shall provide all precautions for the safety and protection of persons and property, and keep the Property free from waste. Upon termination of this Agreement, Licensee shall restore the Property to as good a condition as at the commencement of this Agreement, reasonable wear and tear expected.

5. IMPROVEMENTS. Licensee shall not make any alterations, improvements or changes, nor install any fixtures, signs or billboards except as provided in Clark County 215 Beltway & Summerlin Parkway interchange Drawing No. L-2196 and as reasonably required for traffic control, subject to Owner's ability to revise or modify the traffic control at Owner's reasonable discretion that Licensee shall comply with promptly ("Improvements") in, upon or to the Property without the prior written consent of Owner and Owner shall have the right to remove, at any time, any unapproved Improvements at Lessee's sole cost and expense. Any Improvements made by Licensee shall, at Owner's option, become the property of Owner upon termination of this Agreement. Licensee shall execute such documents as Owner may require to confirm that title to the Improvements vests in Owner. Licensee shall, however, at Owner's request, remove such Improvements at Licensee's sole cost and expense upon termination of this Agreement.

6. INSURANCE. Licensee shall, at its sole cost and expense, procure and maintain in full force and effect insurance as set forth on Exhibit "B" attached hereto (the "Insurance Requirements"). Licensee shall provide evidence, to Owner's reasonable satisfaction, of Licensee's satisfaction of the Insurance Requirements as a condition precedent to Licensee's right to enter the Property.

7. INDEMNIFICATION; RELEASE OF LIENS. Licensee shall indemnify and hold Owner, its affiliates, subsidiaries, parent, directors, officers, employees and agents, and the Property harmless from any and all claims, demands, causes of action, judgments, liabilities, losses, costs, expenses (including attorneys' fees), liens, charges and encumbrances of any kind whatsoever in connection with, arising out of or by reason of the use of the Property by Licensee, its directors, officers, employees, agents, contractors, Licensee, customers, or business invitees; or in connection with, arising out of or by reason of any act, omission or negligence of Licensee, its directors, officers, employees, agents, contractors, Licensee, customers, or business invitees while in, upon, about or in any way connected with the Property; or arising from any activity, accident, injury or damage, howsoever caused, to any person or property whatsoever occurring in, upon, about or in any way connected with the Property. Licensee shall, at its sole cost and expense, obtain the discharge and release of any lien, charge or encumbrance filed of record, within fifteen (15) days after the filing of the same, unless Licensee elects to contest such lien, charge or encumbrance, in which event Licensee shall obtain a release thereof prior to the date such lien would become final. Nothing contained herein shall prevent Owner, at the cost and for the account of Licensee, from at any time obtaining such discharge and release in the event Licensee shall fail or refuse to do so. Licensee's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Licensee pursuant to the provisions of this Agreement to the extent that such policies cover the results of negligent acts or omissions of Owner, its affiliates, subsidiaries, parent, officers, agents, contractors or employees, or the failure of Owner to perform any of its obligations under this Agreement.

Licensee shall, at its sole cost and expense, obtain the discharge and release or bond over any lien, charge or encumbrance filed of record against the Property because of any action or inaction of Licensee, its agents or contractors, within fifteen (15) days after the filing of the same. Nothing contained herein shall prevent Owner, at the cost and for the account of Licensee, from at any time obtaining such discharge and release in the event Licensee shall fail or refuse to do so.

8. ASSIGNMENT. Licensee shall not assign or transfer this Agreement, or mortgage, pledge, hypothecate or encumber the rights granted herein without the prior written consent of Owner, which may be withheld in Owner's sole discretion, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver or other successor of Licensee, whether by operation of law or otherwise, without such consent. Any attempt to assign or transfer this Agreement without such consent shall be null and void and of no force or effect. Owner shall have the right to assign this Agreement and delegate all or any portion of its duties hereunder to any entity that is the purchaser of all or substantially all the assets of Owner, to any entity that is the successor to Owner by merger, consolidation or otherwise, or that is an affiliate of Owner, or to any homeowners association to whom Licensee would typically convey property similar to the Property. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

9. RIGHT OF ENTRY. Owner and its authorized agents and representatives may enter the Property at any time for any purpose. Owner may place upon the Property suitable signs or plaques giving notice to the effect that the Property is the property of Owner.

10. BREACH; CANCELLATION. In the event of any breach of any representation contained herein or other default by Licensee in the performance of any term or condition of this Agreement, Owner may cancel this Agreement immediately, re-enter the Property, and take possession thereof and remove all persons and property therefrom, at Licensee's sole cost and expense. Licensee agrees to hold Owner harmless from any liability whatsoever for the removal and/or storage of any property on the Property, whether of Licensee or any third party whomsoever.

11. NOTICES.

(a) Any and all notices and demands by or from Owner to Licensee, or by or from Licensee to Owner, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given two (2) days after mailing or upon receipt, whichever is sooner.

To Owner: THE HOWARD HUGHES COMPANY, LLC
1700 S. Pavilion Center Drive, Suite 250
Las Vegas, Nevada 89135
Attention: Legal Department

To Licensee: _____

Attention: _____

b) Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

(c) All notices hereunder shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

12. PERSONAL PROPERTY. Licensee shall be responsible for providing appropriate 24/7 security for all vehicles parked or equipment used by Licensee or its subcontractors or agents upon the Property and/or other personal property belonging to Licensee, its subcontractors or agents and situated on the Property ("Personal Property"). Owner shall have no obligation to provide any form of security for the Personal Property. Moreover, Licensee releases and waives any and all claims and rights of recovery from Owner, its directors, officers, employees and agents for any loss or damage to the Personal Property arising from any cause whatsoever.

13. ATTORNEYS' FEES. In the event Licensee defaults in the performance of any of the terms of this Agreement and Owner employs an attorney in connection therewith, Licensee agrees to pay Owner's reasonable attorneys' fees and costs and all associated court and/or procedural costs.

14. NO PARTNERSHIP. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Owner and Licensee. No provision of this Agreement, nor any acts of the parties hereto, shall be deemed to create any relationship between Owner and Licensee other than the relationship of licensor and licensee.

15. NO WAIVER. Owner's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. Licensee's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right. This Section 15 may not be waived.

16. REMEDIES CUMULATIVE. The various rights, options, elections and remedies of Owner contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.

17. CAPTIONS. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

18. GOVERNING LAW. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement. Any action or proceeding between the Parties under or in connection with this Agreement must be brought in State or federal court in Clark County, Nevada. **EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW IN ALL ACTIONS AND OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. THIS WAIVER APPLIES TO ALL ACTIONS AND OTHER LEGAL PROCEEDINGS, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS (1) RECEIVED ADEQUATE CONSIDERATION TO EFFECT SUCH WAIVER, (2) ACTED IN RELIANCE ON THE OTHER'S WAIVER AND INTENDS THAT THE SAME BE ENFORCED TO THE FULLEST EXTENT ALLOWED BY LAW, AND (3) BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRIOR TO EFFECTING THIS WAIVER.**

19. EXHIBITS. Exhibit "A" and Exhibit "B" referred to hereinabove are acknowledged by Licensee attached hereto prior to the execution of this Agreement, and Licensee agrees that such Exhibits form a part of, and are incorporated in, this Agreement.

20. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this

Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon Owner or Licensee as a warranty or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

OWNER:

THE HOWARD HUGHES COMPANY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

LICENSEE:

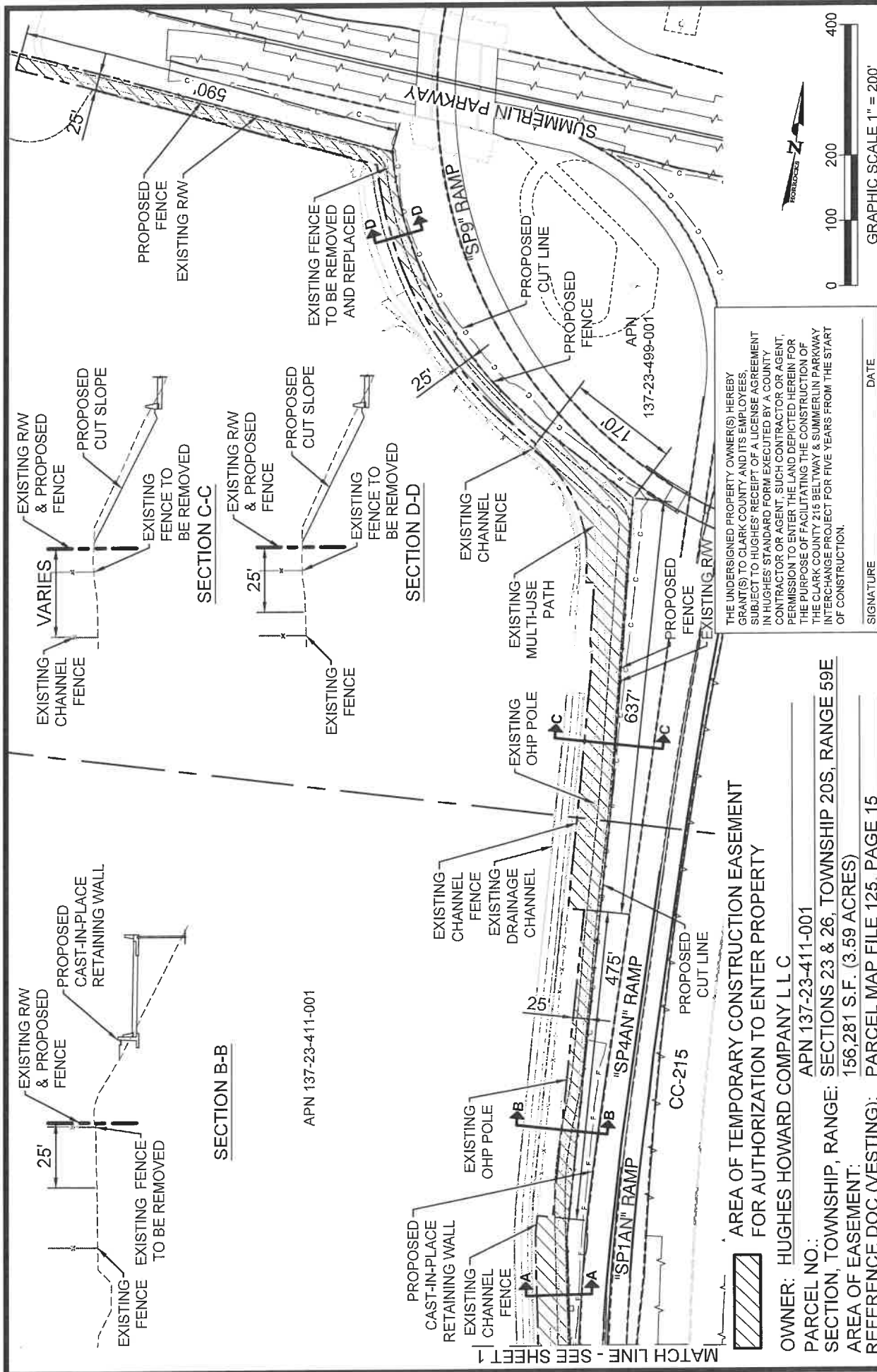
By: _____

Name: _____

Title: _____

EXHIBIT "A"

DEPICTION OF PROPERTY



THE UNDERSIGNED PROPERTY OWNER(S) HEREBY GRANT(S) TO CLARK COUNTY AND ITS EMPLOYEES, SUBJECT TO HUGHES' RECEIPT OF A LICENSE AGREEMENT IN HUGHES' STANDARD FORM EXECUTED BY A COUNTY CONTRACTOR OR AGENT, SUCH CONTRACTOR OR AGENT, PERMISSION TO ENTER THE LAND DEPICTED HEREIN FOR THE PURPOSE OF FACILITATING THE CONSTRUCTION OF THE CLARK COUNTY 215 BELTWAY & SUMMERLIN PARKWAY INTERCHANGE PROJECT FOR FIVE YEARS FROM THE START OF CONSTRUCTION.

AREA OF TEMPORARY CONSTRUCTION EASEMENT FOR AUTHORIZATION TO ENTER PROPERTY

OWNER: HUGHES HOWARD COMPANY L L C
 APN 137-23-411-001
 PARCEL NO.:
 SECTION, TOWNSHIP, RANGE: SECTIONS 23 & 26, TOWNSHIP 20S, RANGE 59E
 AREA OF EASEMENT: 156,281 S.F. (3.59 ACRES)
 REFERENCE DOC (VESTING): PARCEL MAP FILE 125, PAGE 15

GRAPHIC SCALE 1" = 200'



Horrocks.
 1401 N. Green Valley Pkwy.
 Suite 160
 Henderson, NV 89074
 Tel: 702.966.4063
 www.horrocks.com

FOR:	CLARK COUNTY NEVADA DEPARTMENT OF PUBLIC WORKS 500 S. GRAND CENTRAL PKWY LAS VEGAS, NEVADA 89155
SCALE:	1" = 200'
DESIGNED BY:	SMB
DRAWN BY:	AM
CHECKED BY:	LWH
DWG NO	TCE01
SHEET 2 OF 2	

SUMMERLIN - CLARK COUNTY 215 BELTWAY INTERCHANGE
 TEMPORARY CONSTRUCTION EASEMENT OF
 APN: 137-23-411-001

EXHIBIT "B"

INSURANCE REQUIREMENTS

With respect to this Exhibit, (i) the term "**Accessing Party**" in the singular and "**Accessing Parties**" plural shall mean any party that is allowed to use and/or access the land as described within this Agreement, including but not limited to contractors, subcontractors (for clarity, the term subcontractor includes lower-tier parties contracting with any party on behalf of work for the County), vendors, consultants, companies, engineers, architects, inspectors, general public or any other term used to identify such party; (ii) the term "**HH**" shall mean the party entering into an agreement with Licensee, or other term used to identify such party; and (v) the term "**HH Insureds**" shall mean (a) HH, (b) the owner(s) and lessee(s), as applicable, of the real property identified in this Agreement, if any, its development manager and property manager, (c) their respective direct and indirect parents, subsidiaries, affiliates, successors, assigns, and their current or future officers, directors, managers, members, partners, shareholders, employees and agents, and (d) other parties reasonably requested by Client with insurable interest in the real property subject to this Agreement.

The Accessing Parties shall be mutually bound by the terms of this Exhibit B and are required to flow down these insurance requirements to the Accessing Party(ies) and the Accessing Party(ies) shall assume toward the Licensee all obligations and responsibilities which the Licensee assumes toward HH.

1. Minimum Insurance Requirements for All Parties Accessing Property.

1.1 Commercial General Liability ("CGL").

\$1,000,000	bodily injury and property damage occurrence limit
\$2,000,000	general aggregate (other than products/completed operations aggregate)
\$2,000,000	products-completed operations aggregate
\$1,000,000	personal and advertising injury limit

CGL on an "occurrence" coverage form at least as broad as that provided under the Insurance Services Office (ISO) form CG 0001 with coverage for bodily injury, broad form property damage, personal and advertising injury, premises and ongoing operations, products and completed operations, contractual liability, and with a general aggregate limit that applies per project or per location, and with additional insured status for HH for both ongoing operations and products-completed operations. The CGL must also (a) cover explosion, collapse, and underground property damage, and (b) cover operations performed "within 50 feet" of a railroad, if applicable, and (c) utilize ISO additional insured endorsement forms CG2010 10/01 and CG2037 10/01 or equivalent as approved by Client (or form CG2010 11/85 if commercially available).

1.2 Workers' Compensation and Employer's Liability.

Workers' Compensation	Limits in accordance with the laws of the state or jurisdiction;		
Employer's Liability	\$1,000,000	accident,	disease/employee and disease/policy limit

Including "other states" insurance so as to include all states not named on the declarations page of the insurance policy, except for monopolistic states, and coverage shall include employer's liability with

separate limits. The Accessing Parties shall maintain workers' compensation insurance regardless of eligibility for waiver or exemption of coverage under state statute.

1.3 Business Automobile Liability.

\$1,000,000 combined single limit

Placed on ISO form CA 0001 or equivalent covering the use or operation of any auto associated with accessing the land subject to this Agreement including autos owned, hired, non-owned or otherwise operated or used by or on behalf of Accessing Party. If and when any use of the land subject to this Agreement involves remediation, removal or demolition of hazardous substances, the policy must contain current editions of endorsement MCS-90 and CA 9948.

1.4 Umbrella/Excess Liability.

\$10,000,000 per occurrence

\$10,000,000 general aggregate

Policies shall be excess to the commercial general liability, employer's liability, and business automobile liability coverages and shall be written as follow form or alternatively with a form that provides coverage that is at least as broad as the primary insurance policies provided, however, a higher minimum limit of \$15,000,000 is required if the primary commercial general liability aggregate limits do not apply per project or per location.

1.5 Pollution Liability.

\$2,000,000 per occurrence and in the aggregate

To cover the testing, analysis, handling or remediation of known or suspected toxic or hazardous substances that may be brought onto the land subject to this Agreement. The policy must be on an "occurrence" form or the retroactive date of a "claims made" policy must be equal to or prior to commencement of Agreement. However, if and when the access involves extensive remediation, removal and/or demolition of hazardous substances a higher minimum limit of \$10,000,000 is required and Accessing Parties must evidence non-owned disposal site insurance as well as pollution liability insurance from landfills or disposal sites utilized.

1.6 Commercial Property / Contractor's Equipment. To cover 100% of the value of any property kept on land subject to this Agreement including but not limited to equipment (stationary or mobile), machinery, tools (including employee tools), supplies, materials or any other property owned, leased or the legal responsibility of Accessing Party. Accessing Party may self-insured this coverage at its option; however, HH provides no insurance and is not responsible for loss, damage, or destruction.

1.7 Drones/Unmanned Aircraft. A minimum limit of \$2,000,000 per occurrence is required to insure the use of any unmanned airborne equipment. HH Insureds shall be included as additional insureds on a primary and non-contributory basis with a waiver of subrogation.

2. General Requirements Applicable to Insurance.

2.1 ADDITIONAL INSURED PROVISIONS: To the fullest extent permitted by law, the policies of commercial general liability ("CGL"), business automobile liability, umbrella/excess liability and (if applicable) pollution liability insurance shall include HH Insureds as additional insureds with no restriction of coverage beyond that which applies to the policyholder. Primary insurance, umbrella/excess insurance, self-insurance, retentions, and deductibles maintained by Accessing Party shall be primary to and shall

not contribute with and shall not apply as excess over other primary, umbrella/excess insurance, or self-insurance programs afforded the HH Insureds. The CGL policy must provide additional insured status for ongoing and products-completed operations and Accessing Parties must evidence additional insured status as per Section 1.1(c).

2.2 Waiver of Subrogation. To the fullest extent permitted by law, Accessing Party hereby agrees to waive any rights of recovery from HH Insureds and all insurance policies carried by Accessing Party shall confirm or otherwise allow for such waiver of subrogation without restricting or limiting coverage, whether such insurance policy is specifically required herein or not. The parties intend for the foregoing waivers of subrogation to apply to deductibles and self-insured retentions and to be effective through the running of applicable statute of limitations and statute of repose.

2.3 Certificates of Insurance. The insurance required herein may be satisfied by maintaining any combination of primary policies and umbrella/excess policies written as follow form or with coverage at least as broad as the primary policies. Accessing Party shall furnish to HH a certificate of insurance and/or other documents needed and/or requested by HH to evidence (a) active insurance policies required herein and the limits purchased on each, which shall not be less than the minimum limits indicated herein, and (b) compliance with the ADDITIONAL INSURED PROVISIONS, Section 2.1, and (c) compliance with the Waiver of Subrogation, Section 2.2, and (d) unless waived in writing by HH, thirty (30) days' prior written notice of cancellation of insurance from the insurance carrier to HH. Evidence by means of approved "blanket" policy endorsements or policy provisions is acceptable. A renewal certificate of insurance is required prior to expiration of any policy required herein and upon HH's request. Licensee is obligated to obtain and maintain certificates of insurance and associated endorsements from Accessing Parties and provide copies, upon request, to HH.

2.4 Maintenance and Minimums. Accessing Party shall procure and maintain the insurance coverages with minimum policy limits and other provisions described herein at its expense for the duration of the Agreement, including any extensions thereof or additions thereto, and through the running of applicable statute of limitations and statute of repose (either through continuous renewal of insurance coverage or the purchase of an extended reporting period) with insurance companies admitted to do business in the state of Nevada and rated by A.M. Best Company with a rating of "A, VII" or higher. **The insurance coverages, policy limits and other policy provisions required in this Exhibit are minimums only. Accessing Parties must meet these minimums and hereby agree such broader coverage and full policy limits available in the insurance policies shall not be limited by these requirements.** The provisions of this Exhibit shall survive the full performance or earlier termination of the Agreement between the parties. HH reserves the right to adjust, expand or waive any or all requirements set forth in this Exhibit or, at its sole discretion, accept or reject lesser coverage or lower limits.

2.5 Deductibles and Other Provisions. When applicable, the policies shall include severability of interests or cross liability coverage such that coverage applies to each insured or additional insured. Defense costs shall be provided in addition to the policy limits when commercially available. Each policy shall have a coverage territory that includes the jurisdiction(s) governing the Agreement, including but not limited to the state of Nevada and shall provide worldwide coverage for claims or lawsuits. HH's receipt of or failure to request evidence of insurance does not constitute approval or agreement that these requirements have been fulfilled and does not waive the obligation to comply with any of the insurance requirements provided in this Exhibit. Failure of Accessing Party to maintain the required insurance shall constitute a default under the Agreement and, at HH's option, shall allow HH to terminate

the Agreement for cause. To the fullest extent permitted by law, the insurance coverages and requirements set forth shall not be construed to relieve liability in excess of insurance, nor shall they preclude HH from taking such other actions permitted by law or under other provisions of the Agreement.

2.6 **Suitability.** The insurance required herein or otherwise maintained by Accessing Party is separate and independent to (and is intended to stand alone and not solely support, alter or limit) any indemnity obligation agreement between the parties. In specifying insurance requirements, HH does not represent that such insurance is adequate to protect from loss, damage or liability arising use of the land subject to this Agreement; any party, at its own cost and expense, is solely responsible to inform itself of and purchase the types or amounts of insurance it may need for the access and to protect itself, its employees, agents, materials, and equipment.

EXHIBIT C



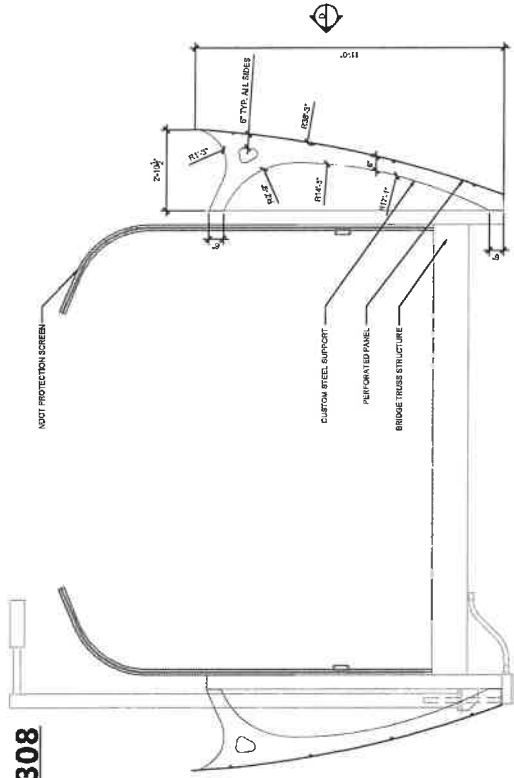
HOWARD HUGHES | FEBRUARY 01, 2023

CC215 Summerlin Interchange Bridges

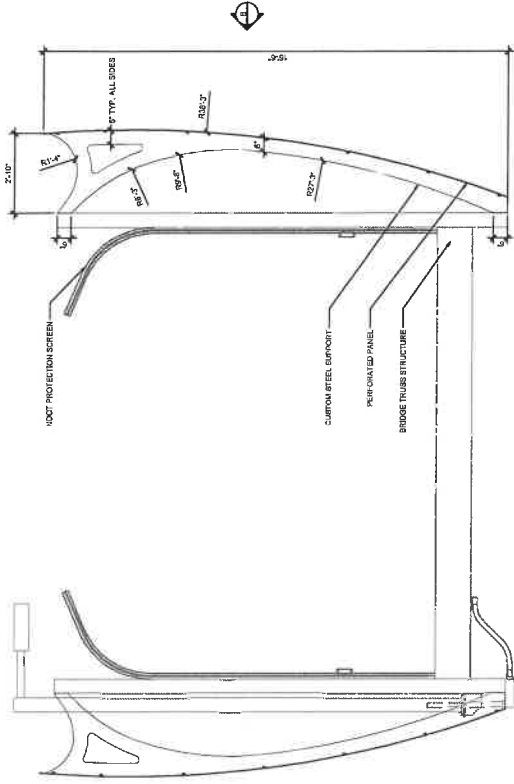
[illegible]

The image contains two architectural drawings of a bridge window west end. The top drawing is a side elevation showing a series of vertical panels. It includes dimensions such as 17'-0" for the total height, 1'-0" for the panel width, and 1'-0" for the panel depth. A note indicates "EXTENT OF PROTECTIVE PROTECTION SCREEN" and "EXTENT OF PROTECTIVE PROTECTION SCREEN". The bottom drawing is a cross-section showing the internal structure of the window, including a central panel and side panels. It includes dimensions such as 17'-0" for the total height, 1'-0" for the panel width, and 1'-0" for the panel depth. A note indicates "EXTENT OF PROTECTIVE PROTECTION SCREEN" and "EXTENT OF PROTECTIVE PROTECTION SCREEN".

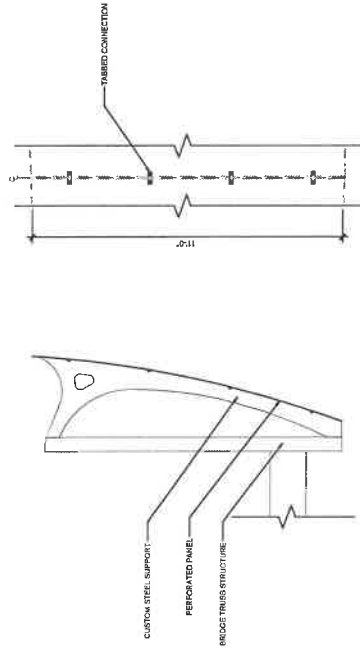
Bridge P3308



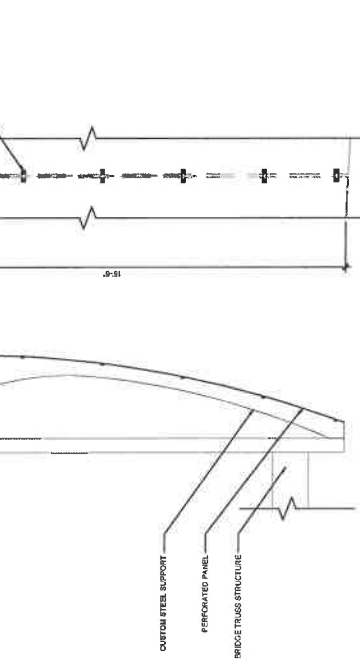
C CUSTOM STEEL SUPPORT DETAIL



A CUSTOM STEEL SUPPORT DETAIL



D PANEL CONNECTION DETAIL



B PANEL CONNECTION DETAIL

NOTE:
THE INTERIOR RADIUS OF THE PANEL SHALL BE
EQUALLY TO THE CENTER RADIUS OF THE STEEL
SUPPORT TUBES.

NOT FOR CONSTRUCTION. THIS DRAWING IS FOR INFORMATION ONLY.

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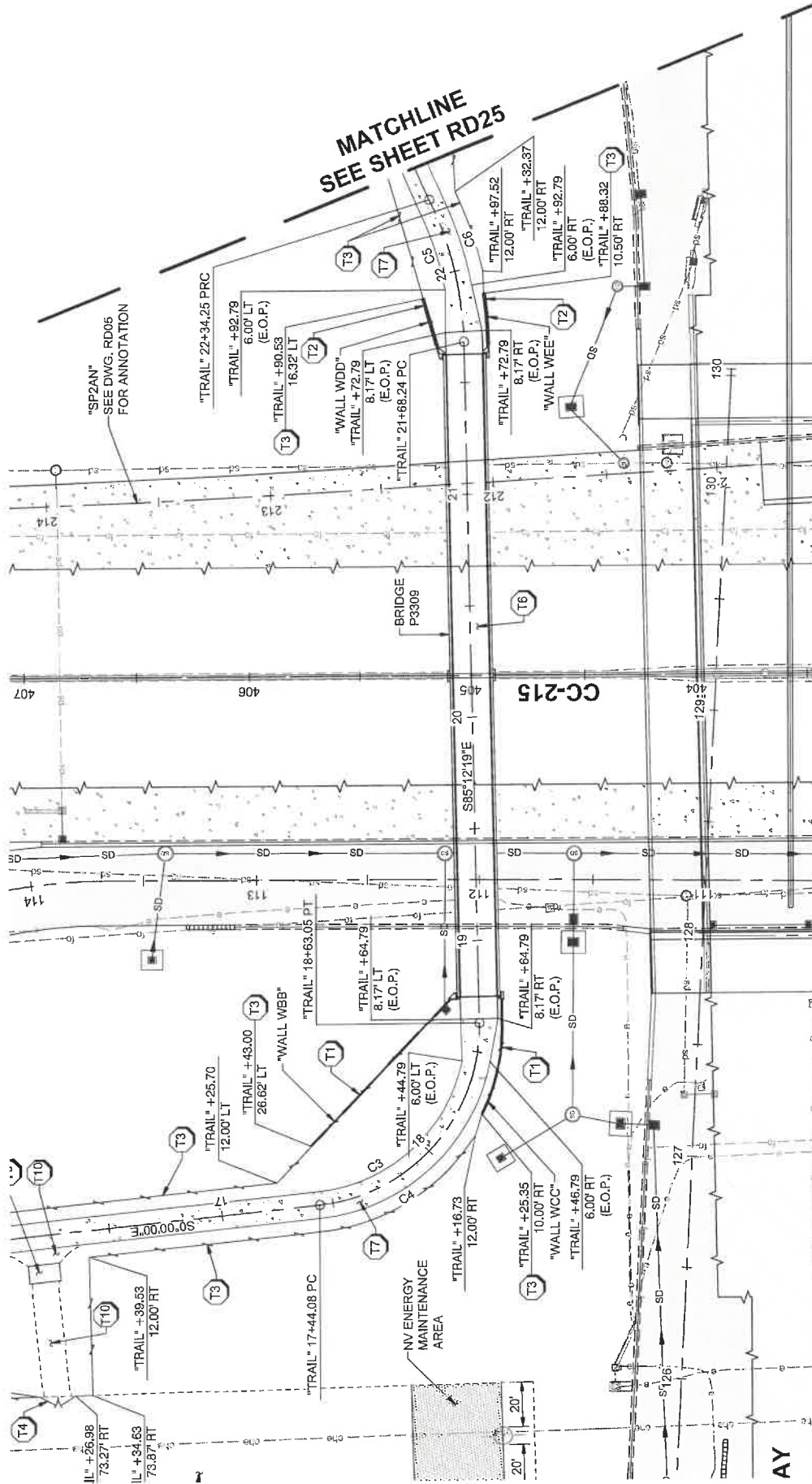
SUMMERLIN
WEST

P3308 Panel Details

February 01, 2023

5

Bridge P3309



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[illegible]

Technical drawing of a bridge structure, showing a side elevation and a plan view.

Side Elevation:

- Bridge height: 2'-7"
- Bridge angle: 2.81 DEG
- Bridge width: 5'-11"
- Bridge abutment: BRIDGE ABUTMENT
- Abutment: ABUTMENT

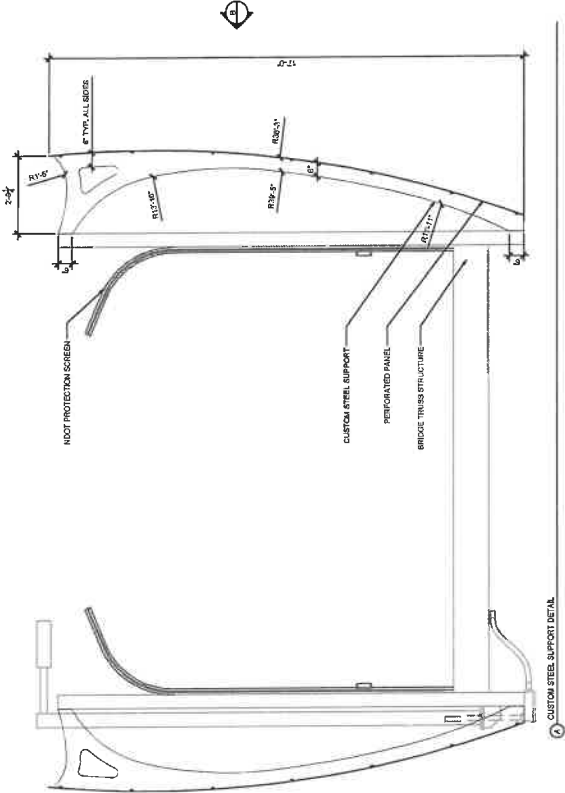
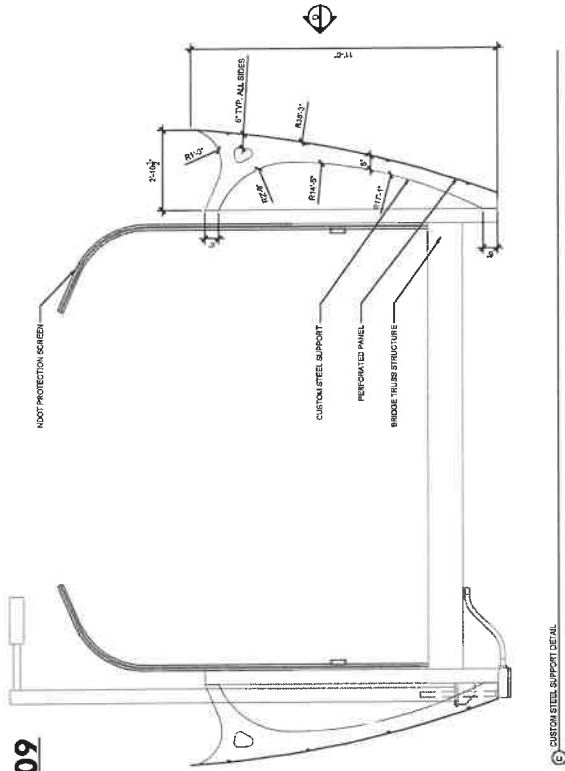
Plan View:

- Bridge length: 17'-0"
- Bridge width: 17'-0"
- Perforated panel: PERFORATED PANEL (SEE SHEET 19 FOR MORE INFORMATION)
- Extent of pedestrian protection screen: EXTENT OF PEDESTRIAN PROTECTION SCREEN

NOTE: EAST SIDE OF BRIDGE MIRRORS WEST SIDE

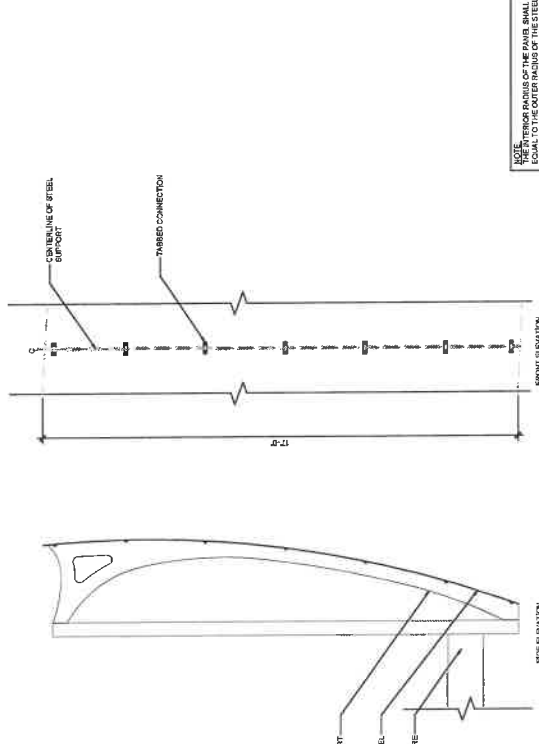
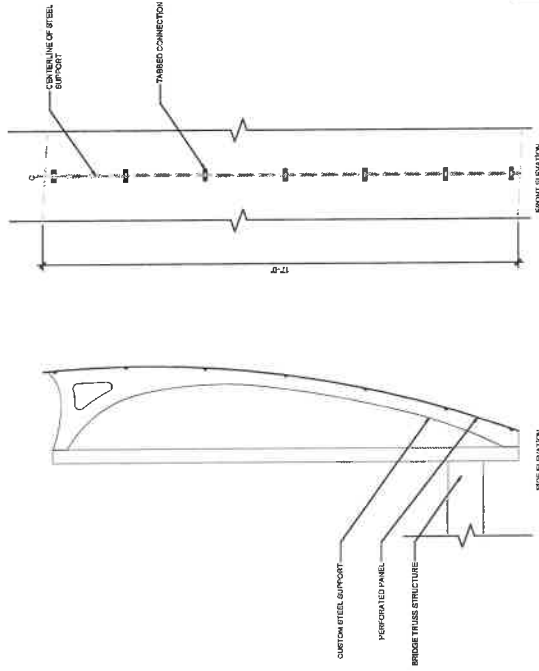


Bridge P3309



6 CUSTOM STEEL SUPPORT DETAIL

6 CUSTOM STEEL SUPPORT DETAIL



6 CUSTOM STEEL SUPPORT DETAIL

6 CUSTOM STEEL SUPPORT DETAIL

6 PANEL CONNECTION DETAILS

6 PANEL CONNECTION DETAILS

6 PANEL CONNECTION DETAILS

6 PANEL CONNECTION DETAILS

NOT FOR REGULARITY APPROVAL FROM THE ARCHITECT, ION

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WEST

P3309 Panel Details
February 01, 2023

SUNCITY SUMMERLIN UNIT 50

MATCHLINE TO SHEET RD24

CURVE TABLE

STATION	LENGTH	TANGENT
71.00	30.00	25.00
80.00	30.00	25.00
90.00	30.00	25.00
100.00	30.00	25.00
110.00	30.00	25.00
120.00	30.00	25.00
130.00	30.00	25.00
140.00	30.00	25.00
150.00	30.00	25.00
160.00	30.00	25.00
170.00	30.00	25.00
180.00	30.00	25.00
190.00	30.00	25.00
200.00	30.00	25.00
210.00	30.00	25.00
220.00	30.00	25.00
230.00	30.00	25.00
240.00	30.00	25.00
250.00	30.00	25.00
260.00	30.00	25.00
270.00	30.00	25.00
280.00	30.00	25.00
290.00	30.00	25.00
300.00	30.00	25.00
310.00	30.00	25.00
320.00	30.00	25.00
330.00	30.00	25.00
340.00	30.00	25.00
350.00	30.00	25.00
360.00	30.00	25.00
370.00	30.00	25.00
380.00	30.00	25.00
390.00	30.00	25.00
400.00	30.00	25.00
410.00	30.00	25.00
420.00	30.00	25.00
430.00	30.00	25.00
440.00	30.00	25.00
450.00	30.00	25.00
460.00	30.00	25.00
470.00	30.00	25.00
480.00	30.00	25.00
490.00	30.00	25.00
500.00	30.00	25.00
510.00	30.00	25.00
520.00	30.00	25.00
530.00	30.00	25.00
540.00	30.00	25.00
550.00	30.00	25.00
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630.00	30.00	25.00
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670.00	30.00	25.00
680.00	30.00	25.00
690.00	30.00	25.00
700.00	30.00	25.00
710.00	30.00	25.00
720.00	30.00	25.00
730.00	30.00	25.00
740.00	30.00	25.00
750.00	30.00	25.00
760.00	30.00	25.00
770.00	30.00	25.00
780.00	30.00	25.00
790.00	30.00	25.00
800.00	30.00	25.00
810.00	30.00	25.00
820.00	30.00	25.00
830.00	30.00	25.00
840.00	30.00	25.00
850.00	30.00	25.00
860.00	30.00	25.00
870.00	30.00	25.00
880.00	30.00	25.00
890.00	30.00	25.00
900.00	30.00	25.00
910.00	30.00	25.00
920.00	30.00	25.00
930.00	30.00	25.00
940.00	30.00	25.00
950.00	30.00	25.00
960.00	30.00	25.00
970.00	30.00	25.00
980.00	30.00	25.00
990.00	30.00	25.00
1000.00	30.00	25.00

CURVE TABLE			
RADIUS	DELTA	LENGTH	TANGENT
74.50'	38°07'41"	49.28'	25.57'
90.00'	39°43'50"	69.83'	31.07'
98.00'	47°30'24"	71.31'	37.86'
148.00'	48°01'27"	69.44'	31.43'
494.00'	3°48'27"	32.54'	18.28'
804.00'	1°46'27"	13.33'	16.67'

CONSTRUCTION NOTES

CONSTRUCT BRIDGE PER 8 SERIES SHEETS.

PAVEMENT LEGEND

09

Call before you Dig

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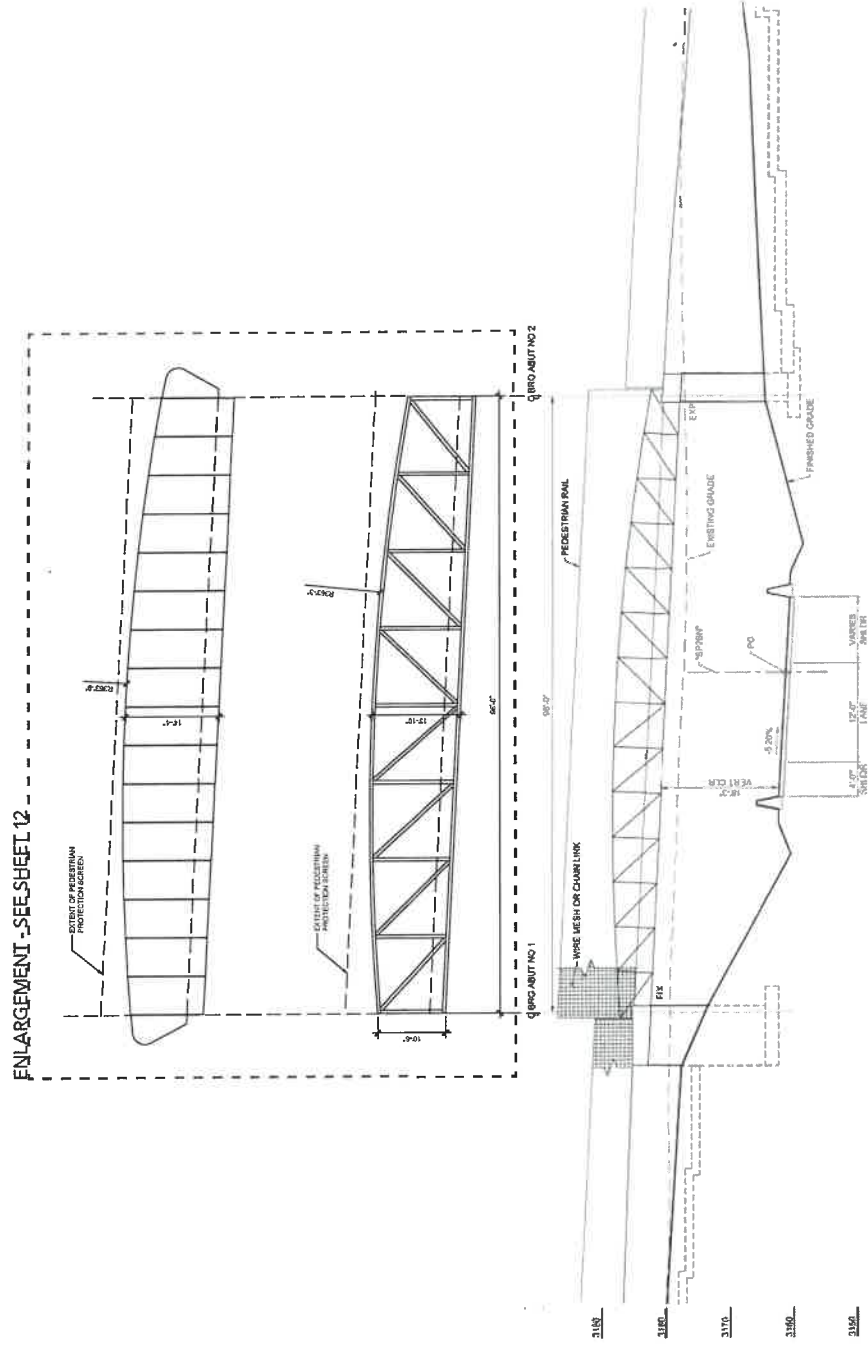
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p3310 plan
February 01, 2023

Bridge P3310



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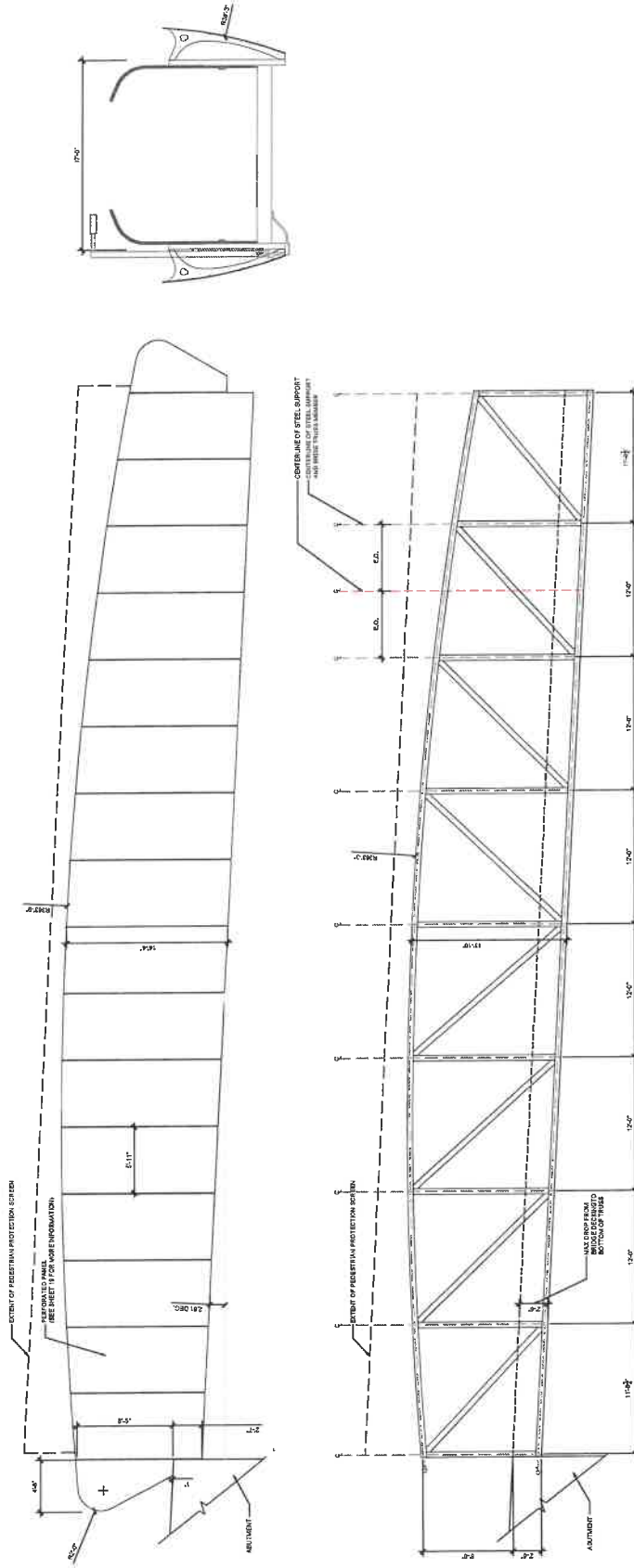
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Bridge P3310



Scale: 1" = 20'-0"

NOT FOR CONSTRUCTION. ALL DIMENSIONS ARE IN FEET AND INCHES.

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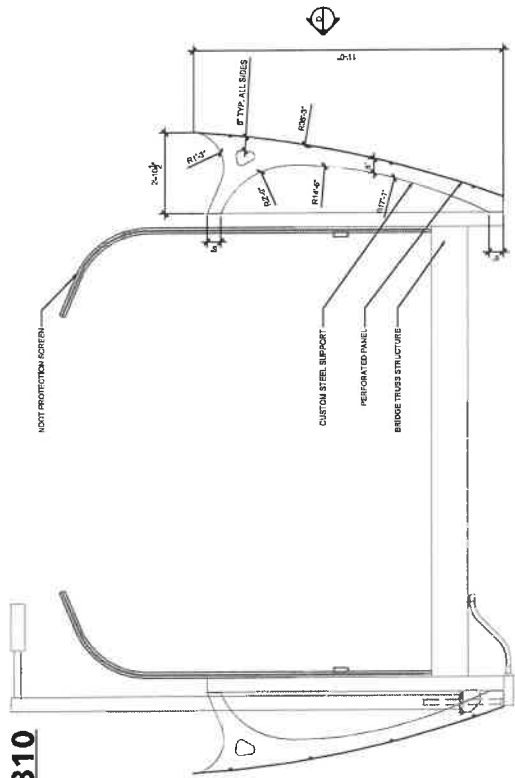


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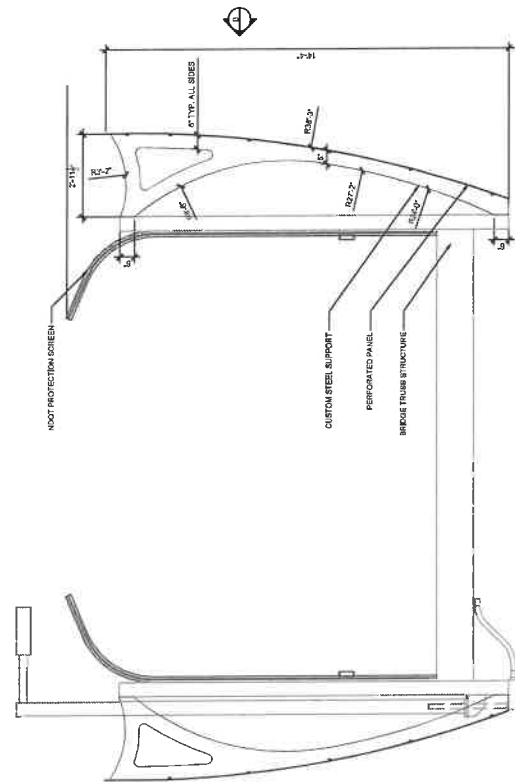
P3310 Elevation

February 01, 2023

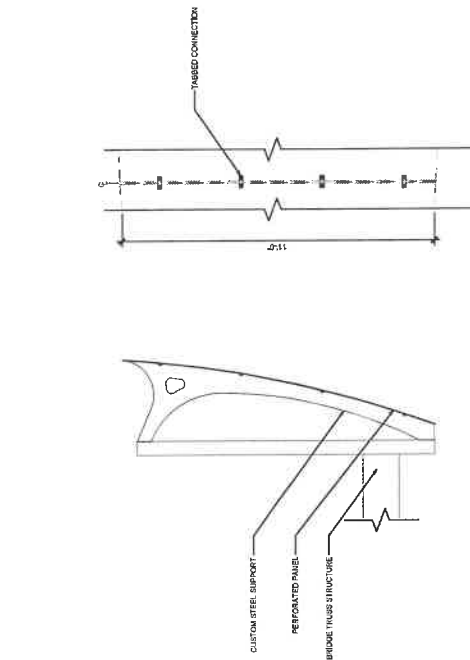
Bridge P3310



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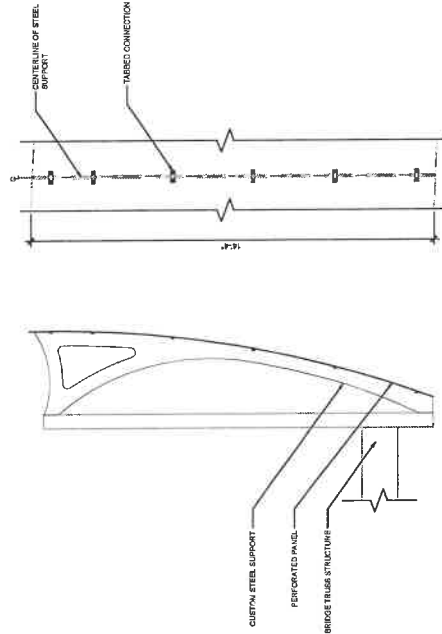


© CUSTOM STEEL SUPPORT DETAIL



SIDE ELEVATION

FRONT ELEVATION



SIDE ELEVATION

FRONT ELEVATION

NOTE:
THE INTERIOR RADIUS OF THE PANEL SHALL BE
EQUAL TO THE OUTER RADIUS OF THE STEEL
SUPPORT STRUCTURE.

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P3310 Panel Details
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Perspective Rendering

February 01, 2023





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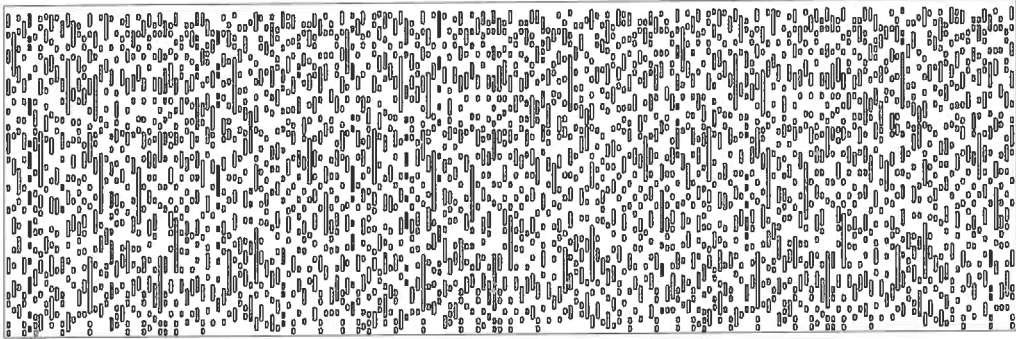


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McNICHOLS® Wire Mesh
Square Carbon Steel Cold Rolled Welded - Unprimed
1.0000" x 1.0000" Opening Square 0.135" Thick 10 Gauge
Wire Diameter 785 Ounce 488

McNICHOLS® Wire Mesh Square Carbon Steel Cold Rolled Welded - Unprimed
1.0000" x 1.0000" Opening Square 0.135" Thick 10 Gauge
Wire Diameter 785 Ounce 488

PERF 24.000" x 24.000" x 0.135" Thick 10 Gauge

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ITEM INFORMATION	QUANTITY	REMARKS
Item Number: 123456789	1	0.135" Thick 10 Gauge
Product Line: McNichols® Wire Mesh		1.0000" x 1.0000" Opening Square
Material Type: Carbon Steel		1.0000" x 1.0000" Opening Square
Construction Type: Cold Rolled		1.0000" x 1.0000" Opening Square
Primary Material: Carbon Steel		1.0000" x 1.0000" Opening Square
Alloy Grade or Type: A36		1.0000" x 1.0000" Opening Square
Material Finish: Unprimed		1.0000" x 1.0000" Opening Square
Wire or Tube Type: Square		1.0000" x 1.0000" Opening Square
Opening Size: 1.0000"		1.0000" x 1.0000" Opening Square

Product Accessories



McNICHOLS® Wire Mesh
1.0000" x 1.0000" Opening Square
0.135" Thick 10 Gauge
Wire Diameter 785 Ounce 488

PERFORATED PATTERN

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PEDESTRAIN PROTECTION SCREEN

Perforated Panel Options

February 01, 2023

6' PEDESTRIAN FENCE



6' PEDESTRIAN FENCE - PERSPECTIVE

13' 2" BRIDGE FENCE



14' BRIDGE FENCE - PERSPECTIVE

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Alternative Fencing Details

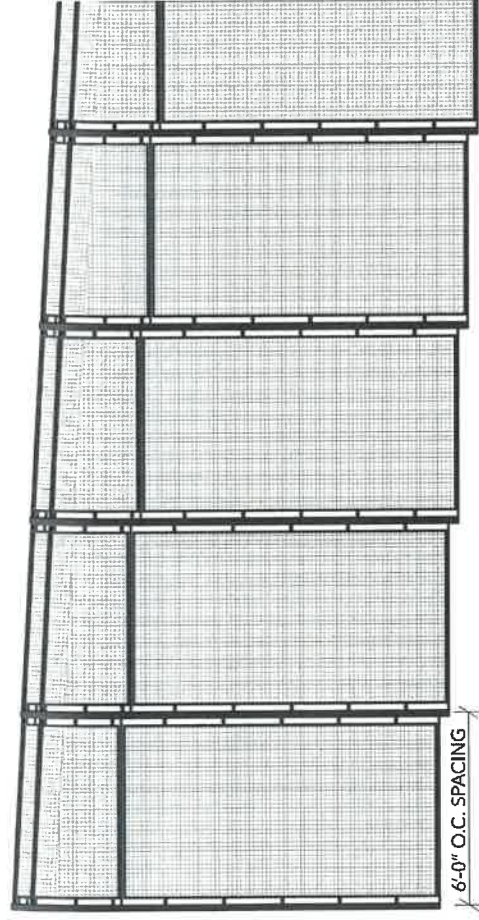
February 01, 2023



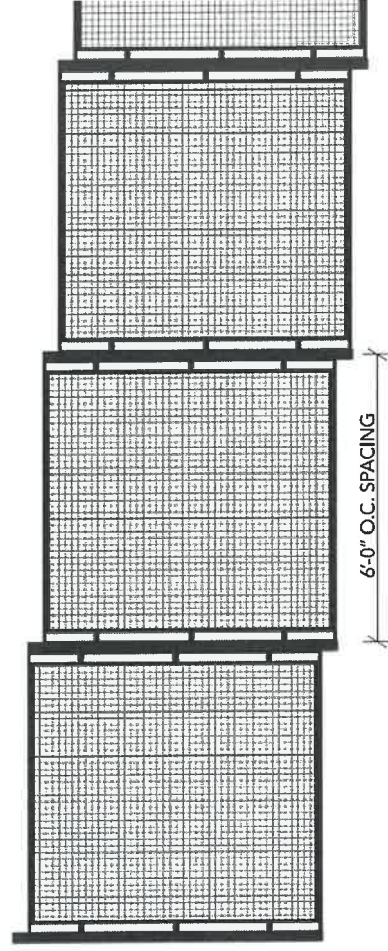
13' 2" BRIDGE FENCE - ENLARGEMENT



6' PEDESTRIAN FENCE - ENLARGEMENT



13' 2" BRIDGE FENCE - ELEVATION



6' PEDESTRIAN FENCE - ELEVATION

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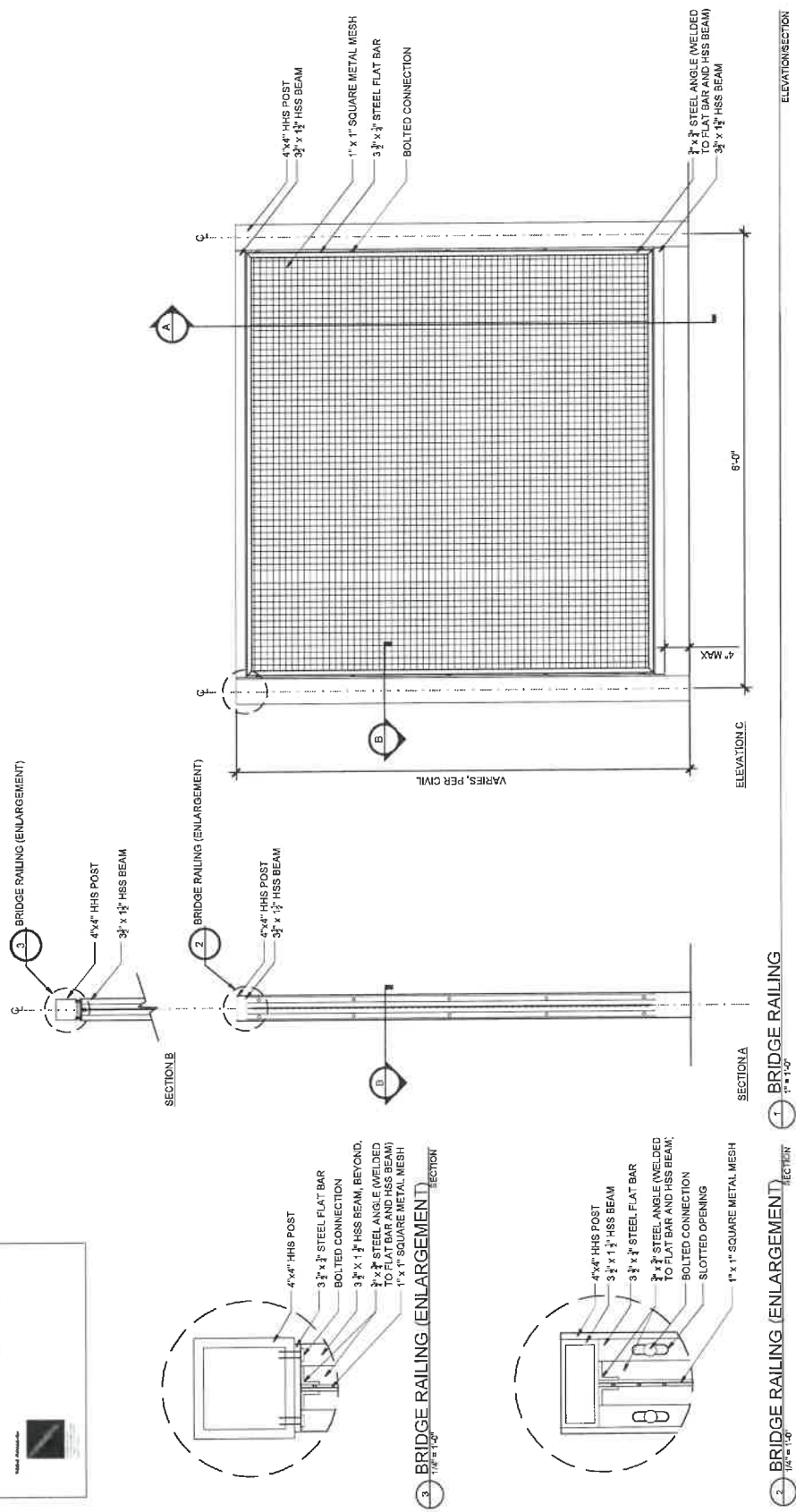
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NDOT Standard Fencing Detail

February 01, 2023



DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:				0		
Corporate/Business Entity Name: Summerlin Development Management Company, LLC						
(Include d.b.a., if applicable)						
Street Address:			1700 S. Pavilion Center Drive, Suite 250			
City, State and Zip Code:			Las Vegas, Nevada 89135			
Telephone No:			(702) 791-4000			
Nevada Local Street Address: (If different from above)			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).


Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☐ No




- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 _____ Signature	Le Duong _____ Print Name
Assistant Secretary _____ Title	June 11, 2024 _____ Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
Howard Hughes Holdings, Inc.			
owns 100% of Summerlin 			
Development Management 			
Company, LLC 			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**LIST OF OFFICERS FOR SUMMERLIN DEVELOPMENT
MANAGEMENT COMPANY, LLC**

David O'Reilly	Chief Executive Officer
Carlos A. Olea	Chief Financial Officer & Treasurer
L. Jay Cross	President
Hope VonBorkenhagen	Vice President
Joseph Valane	Vice President and Secretary
Danielle Bisterfeldt	Vice President
Andrew Ciarrocchi	Vice President
Julie Cleaver	Vice President
Chad Hastings	Vice President
Keith Kaplan	Vice President
Frank Stephan	Vice President
David Striph	Vice President
Brian Walsh	Vice President
Katie Willis	Vice President
Le Duong	Assistant Secretary
David Major	Assistant Secretary