

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN THE CITY OF NORTH LAS VEGAS
AND THE
SOUTHERN NEVADA WATER AUTHORITY
FOR WATER SMART LANDSCAPES PROJECTS**

This Agreement is made and entered into this _____ (“Effective Date”), by and between the City of North Las Vegas, a municipal corporation and political subdivision of the State of Nevada (“City”), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada (“Authority”). The City and the Authority are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Authority has implemented the Water Smart Landscapes Program (“Program”) for the purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs through conversion of irrigated turf grass to drought-tolerant landscaping.

WHEREAS, the Program accomplishes its goal by making incentive payments to participants who convert turf grass and/or water surfaces to drought-tolerant landscaping that satisfies Program requirements;

WHEREAS, the Parties previously entered into the Interlocal Agreement for Water Smart Landscapes Projects dated July 7, 2021, which was approved by the City’s Council on July 7, 2021 and the Authority’s Board of Directors on July 15, 2021 (“2021 Agreement”);

WHEREAS, this Agreement amends, restates, and otherwise supersedes the 2021 Agreement;

WHEREAS, the City owns or controls multiple park properties at the locations identified in Exhibit A where the City has identified twenty-eight (28) turf replacement projects for participation in the Program (“Projects”) and which, collectively, qualify for an estimated Program rebate of \$3,633,394.50 based on the estimated area of turf grass to be replaced as identified in Exhibit A, and subject to a funding contingency described below;

WHEREAS, the City desires to convert approximately 2,142,200 square feet of turf grass at the locations designated in Exhibit A, to drought-tolerant landscaping in accordance with the Program, which could conserve more than one hundred seventeen (117) million gallons annually;

WHEREAS, the City agrees to the terms of the Program which are described within the Program requirements, attached as Exhibit B, to the extent such terms are consistent with this Agreement;

WHEREAS, the Authority has conducted a pre-conversion review which found the proposed Projects to be compliant with the Program’s requirements;

WHEREAS, upon the City’s completion of each Project, the Authority will conduct a final inspection (“Final Inspection”) to ensure compliance with Program requirements and to calculate and pay the rebate amount; and

WHEREAS, as a further assurance that the Project(s) will achieve the Program's desired long-term water savings, the City has agreed to grant the Authority a conservation easement over City-owned land for which irrigated turf is removed and replaced with water efficient landscaping, in substantially the form attached hereto as Exhibit C.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained in and set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Purpose.** This Agreement, with its Exhibits, sets forth the conditions and establishes the responsibilities of the Parties, whereby the City will receive a Program rebate from the Authority for each Project that is satisfactorily completed. This Agreement amends, restates, and supersedes the 2021 Agreement, consistent with the applicable provisions regarding amendment of the 2021 Agreement.
- 2. Supplemental Program Terms.** Notwithstanding the standard Program requirements contained in Exhibit B, the Parties agree to the following exceptions to the standard Program requirements, which shall take precedence over conflicting terms in Exhibit B. If there is any conflict between this Agreement and the Program requirements in Exhibit B, the terms in the body of this Agreement shall control:
 - a) Projects where the City removes irrigated turf and replaces it with water efficient landscaping shall be rebated at \$3.00 per square foot for the first 10,000 square feet and \$1.50 per square foot thereafter.
 - b) A Conservation Easement will not be required for the Projects where the City is the lessee of the land upon which the Project is located or where conditions on the land prevent the City from being able to grant such an easement. In such cases, the City agrees to maintain the Project and sustain its water efficiency benefits for the duration of the City's control of the property upon which the Project is located.
 - c) Upon the Effective Date, the City will have until January 1, 2027, to complete the Projects and receive a rebate (the "Term"). If the incentive rate is modified during the Term of this Agreement, the rebate will be paid at the prevailing incentive rate in force at the time of each Project's completion. Projects not completed within the Agreement's Term shall not be eligible for the rebate under this Agreement, except as provided in subsection (d).
 - d) If the Authority's Final Inspection occurs less than sixty (60) days prior to termination of the Term of this Agreement, and the Authority determines the Projects do not meet the Program requirements, the City shall have sixty (60) days from the date the Authority notifies the City of the failed Final Inspection to take corrective action and obtain the rebate.
 - e) The Authority will pay the rebate for the removal of the turf identified in Exhibit A as it is removed, for each Project, within thirty (30) days of the Authority's Final Inspection. The Authority will respond to a request for Final Inspection within ten (10) business days after receipt of the request for Final Inspection from the City.
 - f) For Projects that require the City to grant a Conservation Easement, following the Authority's Final Inspection, the rebate shall be paid to the City, upon receipt of the Conservation Easement which the City shall execute and deliver to the Authority. The Authority shall then record the Conservation Easement in the records of the Clark County Recorder.

3. **Requirements for the Converted Area.** To qualify for the rebate, the Projects must comply with the design and technical requirements of Exhibit B, unless otherwise specified by Section 2 of this Agreement.
4. **Conservation Easement.** Except as described in Section 2 above, the City shall grant the Authority a Conservation Easement in substantially the form attached hereto as Exhibit C on the portion of the land converted for each Project. Each Conservation Easement shall be created by the Authority for each Project and will depict the final geographic and legal boundaries of the Project following a successful Final Inspection. Following the City's execution of the Conservation Easement, the Authority shall record the document with the Clark County Recorder's Office. Conservation Easements may be executed and recorded without further approval of the Parties governing bodies, except that approval requires to authorize the execution of this Agreement.
5. **Contingency Funds.** The Project size and associated rebate amounts have been estimated. Actual amounts will be based upon precise measurements taken upon each Project's completion. This Agreement includes an approximate contingency of approximately ten (10) percent, which is \$366,605.50, to accommodate potential variation between Project estimates and completed Project measurements. At the Authority's sole discretion, rebate funds not committed or expended may be used to rebate additional eligible Projects identified by the City in an amount not to exceed the Agreement's cost ceiling of \$4,000,000.
6. **Final Inspection.** After the city notifies the Authority of a Project's completion, the Authority will conduct a Final Inspection to verify compliance and determine the final rebate amount. If the Project fails inspection, as detailed in Section 2(d) above, the City will have sixty (60) calendar days or the remainder of the term of this Agreement, whichever is greater, to take corrective action to fully comply with the Program's conditions. The Authority will notify the City of the results of the Final Inspection and the rebate amount.
7. **Mutual Benefit.** The Parties mutually agree that the subject of this Agreement is for the mutual benefit of the Parties and no further consideration is contemplated, other than that stated under this Agreement.
8. **No Third-Party Rights.** This Agreement is not intended by the Parties to create any right in or benefit to parties other than the City and Authority. Except as specifically provided herein, this Agreement does not create any third-party beneficiary rights or causes of action, in the public, or any member of the public.
9. **Liability.** Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, the Parties shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents arising out of, resulting from, or incidental to the obligations set forth in this Agreement. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations.
10. **Notices.** All notices, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; and (ii) if mailed, three (3)

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, each Party's notice information is set forth below:

To the City: City of North Las Vegas
Director of Neighborhood and Leisure Services
Attn: Cass Palmer
2250 Las Vegas Blvd. N.
North Las Vegas, NV 89030

With copy to: City of North Las Vegas
City Attorney's Office
Attn: Micaela Moore
2250 Las Vegas Blvd. N., Ste. 810
North Las Vegas, NV 89030

To the Authority: Enterprise Conservation Division
Southern Nevada Water Authority
100 City Parkway, Suite 700 MS 530
Las Vegas, NV 89153

With copy to: Legal Services
Southern Nevada Water Authority
1001 S. Valley View Blvd. MS 475
Las Vegas, NV 89153

A Party may designate a new contact person under this provision for notices or change the address indicated above by notifying the other Party in writing.

- 11. Successors.** This Agreement shall inure to the benefit of and bind the successors of the respective Parties hereto.
- 12. Assignment.** The Parties shall not assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Party.
- 13. Non-liability of Officials and Employees.** No official or employee of a Party hereto shall be personally liable for any default or breach by any Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of the Agreement.
- 14. Amendments.** This Agreement may not be amended or modified except by written instrument, duly authorized by the City's governing body and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.
- 15. Termination.** The City may terminate this Agreement as to any uncompleted Project(s) at any time prior to acceptance of the rebate for the Project(s) being terminated by providing written notice to the Authority.

- 16. Further Assurances.** Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts to carry out the intent of this Agreement.
- 17. Integration / Merger.** This Agreement (including the exhibits hereto) constitutes the entire agreement between the Parties related to the subject matter hereof 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.
- 18. No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver except as otherwise provided in this Agreement.
- 19. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- 20. Approval.** This Agreement will not be effective until it is approved by the City's governing body and executed by the City's duly authorized representative, and it has been executed by the Authority's duly authorized representative.
- 21. Effective Date.** For purposes of this Agreement, the Effective Date shall be the date on which the City's governing body has approved and authorized the execution of this Agreement. The date inserted in the first paragraph above shall be the date of the City's governing body approval.
- 22. Governing Law and Venue.** 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. For Projects located on BLM lands, federal law(s) may govern.
- 23. Severability.** If 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 hereto 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.
- 24. Headings; Exhibits; Cross-References.** 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 front of this Agreement are incorporated herein by the references thereto contained herein. Any 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

**CITY OF NORTH LAS VEGAS
CLARK COUNTY, NEVADA**

Date of Council Action: _____

Pamela A. Goynes-Brown
Mayor

ATTEST:

APPROVED AS TO FORM:

Jackie Rodgers
City Clerk


Micaela Rustia Moore
City Attorney

SOUTHERN NEVADA WATER AUTHORITY

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

John J. Entsminger
General Manager



Steven C. Anderson
Deputy Counsel – Legal Services

EXHIBIT A
Turf Removal Projects

#	Common Property Name	Common Street Address	APN	Projected Start Date	Projected Completion Date	Estimated Square Footage	Estimated Incentive
1	Annie Walker Park	2227 W. Evans Ave	13917702001	1/1/2025	2/28/2025	16,212	\$ 39,318.00
2	Aviary Park	6750 Aviary Way	12419712003	1/1/2025	2/28/2025	18,750	\$ 43,125.00
3	Boris Terrace Park	2200 E. Cartier Ave	13914712007	3/1/2025	4/30/2025	14,659	\$ 36,988.50
4	Camino Eldorado Ave. - center medians; east side; and west side turf	Center medians between Bent Arrow and Clayton; westside planters between Bent Arrow and Clayton; eastside planters between Tropical and Gliding Eagle Rd.	12428699002	6/1/2023	7/30/2023	84,980	\$ 142,470.00
5	Centennial Lawrence Trailhead Park	6350 Lawrence St	12426501007	12/1/2023	1/31/2024	10,405	\$ 30,607.50
6	Cheyenne Ridge Park	3814 Scott Robinson Blvd	13909210002	5/1/2025	6/30/2025	29,916	\$ 59,874.00
7	Cheyenne Sports Complex	3500 E. Cheyenne Ave	13912802001	2/1/2024	4/30/2024	224,149	\$ 351,223.50
8	City View Park	101 E. Cheyenne Ave	13915501028	5/1/2024	6/30/2024	107,510	\$ 176,265.00
9	College Park	2613 Tonopah Ave	13924410048	12/1/2023	1/31/2024	2,472	\$ 18,708.00
10	Craig Ranch Regional Park	628 W. Craig Rd.	13903102007	10/1/2026	12/15/2026	766,195	\$ 1,164,292.50
11	Desert Horizons Park	3750 Simmons St	13908601010	7/1/2024	8/31/2024	25,837	\$ 53,755.50
12	Eldorado Park	5900 Camino Eldorado Blvd	12428714002	10/1/2023	11/30/2023	185,313	\$ 292,969.50
13	Gold Crest Park	714 Craig Creek Ave	13903310082	9/1/2025	10/31/2025	31,243	\$ 61,864.50
14	Joe Kneip Park	2800 Judson Ave	13924210137	9/1/2024	10/31/2024	9,020	\$ 28,530.00
15	Monte Vista Park	4911 Scott Robinson Blvd	12433414001	4/1/2023	5/31/2023	15,182	\$ 37,773.00
16	Nature Discovery Park	2627 Nature Park Dr	12420611002	11/1/2025	12/31/2025	43,127	\$ 79,690.50
17	Nicholas Flores Park	4133 Allen Ln	13906801003	1/1/2026	2/28/2026	42,326	\$ 78,489.00
18	Petitti Park	2505 N. Bruce	13914403001	3/1/2026	4/30/2026	55,090	\$ 97,635.00
19	Prentis Walker Park and Pool	1509 June Ave	13916310070	3/1/2026	4/30/2026	19,194	\$ 43,791.00
20	Richard Tam Park	4631 Rockpine Dr	13902102006	5/1/2026	6/30/2026	33,007	\$ 64,510.50
21	Scott Robinson Blvd - center medians and westside planters	between Lone Mountain Rd and Washburn Rd	12433499004	4/1/2023	5/31/2023	36,543	\$ 69,814.50
22	Seastrand Park	6330 Camino Eldorado Ave	1242181001	8/1/2023	9/30/2023	129,871	\$ 209,806.50
23	Silver Mesa Recreation Center	4025 Allen Ln	13906801004	7/1/2026	8/31/2026	32,418	\$ 63,627.00
24	Theron Goynes Park	3909 W. Washburn Rd	12431701301	9/1/2026	10/30/2026	19,125	\$ 43,687.50
25	Tonopah Park	200 E. Tonopah Ave	13922711089	9/1/2024	10/31/2024	5,273	\$ 22,909.50
26	Tropical Breeze Park	1505 E. Tropical Pkwy	12426701001	11/1/2024	12/31/2024	89,846	\$ 149,769.00
27	Valley View Park	2000 Bennett St	13922212027	10/1/2026	12/31/2026	49,768	\$ 89,652.00
28	Windsor/Annie Walker Park	2227 W. Evans Ave.	13917701001	3/1/2026	4/30/2026	44,832	\$ 82,248.00
Totals						2,142,263	\$ 3,633,394.50
Contingency (approximately 10%)							\$ 366,605.50
Grand Total							\$ 4,000,000.00

**Parks highlighted in yellow were included under a previous Interlocal Agreement which was approved in the July 2021 SNWA Board meeting.*

***This 2023 Interlocal Agreement replaces the previous 2021 agreement.*

EXHIBIT B

Water Smart Landscapes Standard Program Agreement

I. PRE-CONVERSION ELIGIBILITY

- A) Authorization to proceed required** - Do not remove the existing lawn until the Authority completes a pre-conversion inspection and authorizes you to proceed.
- B) Customer eligibility** - Areas to be converted must use water from an Authority water agency or groundwater well within the Las Vegas Valley Groundwater Basin. Applicant's water and/or groundwater account(s) must be in good standing.
- C) Qualifying areas** - Conversion areas must be a living, maintained lawn or permanently installed outdoor water surface which was compliant with applicable laws at the time of installation. Areas previously deemed ineligible by the Authority will not be reconsidered.
- D) Minimum project size** - At least 400 square feet of lawn and/or water surface must be converted. At the Authority's discretion, smaller projects may be accepted if less than 400 square feet of lawn and/or water surface exist in the project area.

II. REQUIREMENTS FOR THE CONVERTED AREA

- A) Living plants** - Converted areas must have at least 50 percent living plant cover at maturity (using the Authority's plant list). At the Authority's discretion and upon request of an applicant, the Authority may consider plant coverage for the entire landscaped area of the front or backyard where the conversion occurred, and all areas evaluated must meet requirements of Sections II(B) and II(C).
- B) Efficient irrigation** - Watering systems (if used) must be drip irrigation with a filter, pressure regulator, and emitters rated at 20 gallons per hour or less. Systems must be free of malfunctions and leaks. Required components must be visible for inspection. If part of a lawn is converted, remaining sprinklers must not spray the converted area or create runoff.
- C) Surface treatments** - The conversion area must be uniformly permeable to air and water and covered by mulch, such as rock, bark, ungrouted pavers, permeable artificial turf, and/or living groundcovers (with 100 percent plant cover). Plastic, concrete, and other impermeable materials are not allowed.

III. TERMS OF THE REBATE

- A) Cancellation** - You may cancel this Agreement at any time prior to accepting the Authority's payment.
- B) Important deadlines** - The conversion and request for Authority inspection must be completed within 12 months of your pre-conversion inspection. Corrective actions, if required, must be completed within (i) 60 days of notice or (ii) the remainder of the 12-month period, whichever is greater. Applicant must submit the executed Conservation Easement within 18 months of this Agreement's execution. Failure to meet deadlines will result in forfeiture of the rebate.
- C) Rebate amounts and limits** - Single family residential (SFR) properties will be paid \$3 per square foot for the first 10,000 square feet and \$1.50 per square foot thereafter on a per-property, per-fiscal year (July 1 – June 30) basis. Non-SFR properties will be paid \$3 per square foot for the first 10,000 square feet and \$1.50 per square foot thereafter, without regard to passage of time or number of project phases taken. Groundwater Management Program rebates are limited to 2,500 square feet per fiscal year.
- D) Protecting and sustaining the conversion** - Rebate is subject to the property owner's grant of a conservation easement that restricts certain uses of the conversion project areas in perpetuity. Transfer of property prior to recording of the conservation easement will forfeit the rebate. A sample easement is available upon request.
- E) Payment** - Checks are issued to property owners or their appointed agent within 30 days of recording the easement.

- F) Authority discretion** - Notwithstanding satisfaction of eligibility conditions, the Authority retains discretion to reject or delay Application approval and may withhold payment if the Authority determines conversion requirements have not been met.
- G) Communication** - You authorize the Authority to communicate with you about Authority programs or research projects.
- H) Acknowledgement & Agreement** - You, the Applicant, hereby acknowledge, understand, and agree:
1. To maintain responsibility for the quality and appearance of the conversion.
 2. to comply with applicable statutes, regulations, codes, ordinances, and covenants pertaining to the project, the failure of which may result in rebate forfeiture, or postponement or rejection of this Application.
 3. to accept any tax liability related to payments received under this Agreement.
 4. to abide and be bound by the terms stated in this Application and Agreement and in the Conservation Easement, if applicable, and that the terms of those documents may be invoked by the Authority.
 5. that upon the Authority's determination that you fulfilled the requirements of this Application and Agreement, payment will be made by the Authority to you as consideration.
 6. that assignment or transfer of your interest in this Agreement without the Authority's prior written approval shall be void.
 7. this Agreement may not be modified except by written instrument executed by both Parties and their designees.
 8. that if any term of this Agreement is unenforceable or invalid, such term shall be excluded to that extent; the Agreement shall otherwise remain enforceable; and the invalid or unenforceable term shall be deemed replaced by a valid and enforceable term that most closely states the invalid or unenforceable term's intent. If this Paragraph's application materially and adversely affects a Party, by altering the contemplated economic substance, that Party shall be entitled to compensation for the impact.
 9. Nevada law shall govern interpretation of this Agreement, without reference to its choice of law provisions and that the exclusive venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.
 10. this Agreement does not create any right in or benefit to parties other than the Authority and the Applicant and does not create any third-party beneficiary rights or causes of action; the failure of either Party to enforce a provision of the Agreement shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision; and,
 11. this Agreement contains the Parties' entire understanding of the contemplated transactions, notwithstanding any previous negotiations or agreements, oral or written, between the Parties concerning all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, regarding this Agreement's subject matter are merged in this Agreement and shall be of no further force or effect.

Exhibit C

Conservation Easement

SAMPLE ONLY

DO NOT SIGN

This document allows you to preview the terms of the restrictive covenant that will be required to receive a rebate.

A covenant document containing the same terms will be specially prepared for your property and mailed to you when your conversion is complete.

APN: _____

When Recorded, Return To:

Southern Nevada Water Authority
Conservation Division
PO Box 99956
MS 110
Las Vegas, NV 89193-9956

CONSERVATION EASEMENT

This Grant of Conservation Easement ("Easement"), is made by the undersigned owner, as the grantor, ("Owner") and Southern Nevada Water Authority ("Authority"), a political subdivision of the State of Nevada, as the holder.

RECITALS:

Whereas, the Owner is the owner in fee simple of that certain real property located at ADDRESS, CITY, Nevada and more particularly described in Exhibit A.

Whereas, the Authority has implemented its Water Smart Landscapes Program ("Program") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs. The Program accomplishes its goal by making incentive payments to participants who convert lawn and/or water surface to landscaping which meets the requirements of the Requirements for the Converted Area portion of the Program conditions.

Whereas, pursuant to Program requirements, the Owner has converted a qualifying portion of the lawn and/or water surface present on the Property to drought tolerant landscaping in the size described in Exhibit B and depicted in Exhibit C, and has received payment from the Authority in exchange, receipt of which is acknowledged by Owner.

Whereas, in order for the Authority to maximize the water savings desired by the Program, it is essential that the Owner and all successors in interest of the Owner preserve the conversion described in Exhibit B and Exhibit C.

Whereas, the purpose of this Easement is to provide a significant public benefit by protecting and preserving natural resources.

Whereas, this Easement is created pursuant to the Uniform Conservation Easement Act provided for in NRS 111.390 to 111.440, and the Authority is a governmental body empowered to hold an interest in real property under the Act.

Whereas, the Owner and Authority recognize the importance of the conservation of water and have the common purpose of conserving water usage with respect to the Property by the conveyance of this Easement on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual Easement, terms, conditions and restrictions contained in and pursuant to the laws of Nevada, including, but not limited to, NRS 111.390 to 111.440, the Owner and the Authority agree as follows:

1. Owner grants and conveys the portion of the lawn and/or water surface on the Property which is described in Exhibit B and depicted on Exhibit C that has been converted to drought tolerant landscaping in accordance with the Program. The Owner agrees that the Property shall be held, conveyed, hypothecated, developed, or encumbered subject to this Easement and shall be binding upon the Owner and all successors in interest to the Owner pursuant to NRS 111.390 to 111.440. Subject to Section 4, any intentional modification to the drought tolerant landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated lawn or grass, spray irrigation systems, swimming pools, ponds or other bodies of water or water features upon or within any areas depicted and/or described in Exhibit C shall constitute a breach of this Easement.

2. This Easement is made for the express benefit of the Authority and its successors and assigns.

3. The Authority may consent to modifications of the drought tolerant landscaping installed in accordance with the Program and depicted on and described in Exhibit B and Exhibit C. The Program conversions made by Owner may be replaced or modified without the Authority's consent in the course of normal maintenance of the Property, provided that the outcome of such replacements or modifications provides equal or greater water efficiency and provided that no irrigated lawn or grass, spray irrigation, swimming pools, ponds, or other bodies of water or water features are developed in or upon the areas depicted in Exhibit C.

4. The Authority may agree to waive the requirements of this Easement. The Owner may request the Authority to consider a waiver of the Easement. The Authority may require a reasonable administrative fee for consideration of the waiver, must determine that the waiver is not detrimental to the public interest, and shall require repayment of the amount paid to the Owner by the Authority, along with a reasonable rate of interest calculated from the original date of payment. Any waiver shall be binding on the Authority only if it is in writing and is executed by a duly authorized representative of the Authority and recorded in the official records of the County Recorder of Clark County, Nevada.

5. This Easement shall be liberally construed to promote and accomplish the public benefits of water conservation and protection and preservation of natural resources.

6. The Authority shall have all rights of enforcement and remedies for breach available at law and in equity including, without limitation, the right to damages and the right to injunctive

and other equitable relief to enforce this Easement. No delay in enforcing this Easement or any portion of it shall be deemed a waiver by the Authority or of the part not enforced. A waiver of Authority rights may be granted only by a written instrument signed by the Authority or its successors or assigns and recorded in the official records of the County Recorder of Clark County, Nevada.

7. The person executing this Easement as the Owner is the record owner of the Property, or has been delegated the authority to execute this Easement on behalf of the Owner and represents and certifies that the person or entity is duly authorized and has been empowered to execute and deliver this Easement.

8. This Easement is governed by, and shall be construed in accordance with, the laws of the State of Nevada. The exclusive venue for the resolution of any dispute arising out of this Easement shall be in the Eighth Judicial District Court of the State of Nevada.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Legal Description of property from Clark County will be inserted on this page

SAMPLE

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

The Project is comprised of _____ square feet of landscaping in the specific areas described in Exhibit C and having the following characteristics:

Physical description of the Project area:

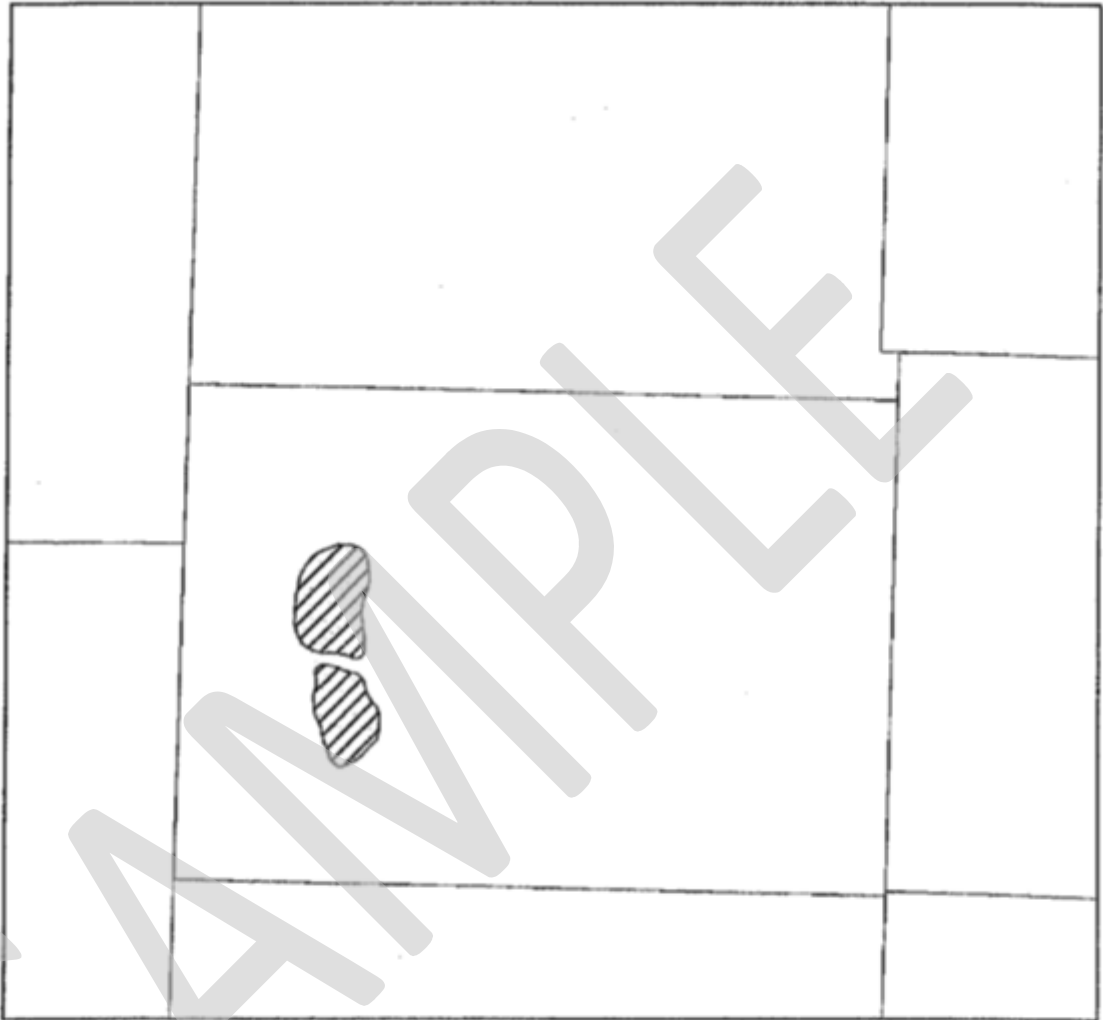
A) Living Plants - The project areas may have living plants; however, there is no lawn grass in the project area.

B) Irrigation Systems - The project areas either have no irrigation system or a low-volume drip irrigation system. If a watering system is used, it is a drip irrigation system equipped with a filter, pressure regulator and emitters rated at 20 gallons per hour (gph) or less. The system is maintained free of leaks and malfunctions. No spray irrigation is applied to the area, including spray from irrigation systems adjacent to the project area.

C) Surface Treatments - The project area is covered by a layer of mulch permeable to air and water, including, but not limited to rock, bark, ungrouted stepping stones and artificial turf manufactured to be permeable or a high-density planting of living groundcover plants. There are no impermeable barriers that would inhibit the passage of air and/or water to the soil.

Parcel Number:

Exhibit C

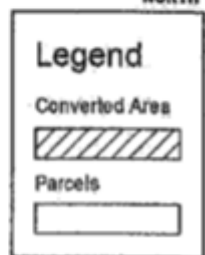


Total Sq. Ft.

Incentive Amount

Legal Description:

0 25 50 75 100 Feet



Instructions: **Do not mark outside the box.** No markings or notary stamps may overlap any text or handwriting on the page. All printed text or notary stamps must be legible. Improperly executed documents will delay payment incentive.

Owner's Signature

Owner's Printed Name

(NOTARY USE ONLY)

STATE OF _____) COUNTY OF _____)

The restrictive covenant and grant of conservation easement was acknowledged

before me on (date) _____, 20____,

by (Owner's Name) _____

Notary Public Signature

My commission expires (date) _____

(NOTARY STAMP BELOW)

App Phase ID: _____