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**THE LINKS GOLF COURSE
WATER PROVISION AGREEMENT**

This Water Provision Agreement ("Agreement") is made and entered into as of this 8th day of December, 1997, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), and Nevada Links, Inc., a Nevada corporation ("Nevada Links").

SECTION 1

WATER POLLUTION CONTROL FACILITY

1.1 The City owns, operates and maintains the Water Pollution Control Facility located at 6005 E. Vegas Valley Drive, Las Vegas, Nevada ("WPCF"). The WPCF has the capacity to produce reusable effluent water ("effluent"), which effluent shall be sold to Nevada Links, pursuant to the terms of this Agreement, for use on the golf facility owned by Nevada Links located on that certain premises leased ("Leased Property") by Nevada Links from the City pursuant to the lease and management agreement dated July 14, 1997 ("Lease and Management Agreement").

1.2 Nevada Links hereby agrees to design, construct, operate and maintain facilities upon the Leased Property including, but not limited to, retention basins, storage tanks, reservoirs and other storage facilities ("Storage Facilities") which are sufficient to store the effluent sold to Nevada Links pursuant to the terms of this Agreement upon the Leased Property. The Storage Facilities shall be completed and operational on or before July 1, 1998. The cost of constructing the Storage Facilities shall be the responsibility of Nevada Links. No storage capacity or storage facilities shall be provided by the City.

1.3 The City hereby agrees to design, construct, operate and maintain in a subterranean water conveyance system, including, but not limited to, the installation of pipes and pumping stations ("Distribution System") which is capable of delivering the effluent from its point of origination at the WPCF to the Storage Facilities located on the Leased Property. The location of the lift pumping station at the WPCF shall be determined by the City. The Distribution System shall be completed and operational on or before July 1, 1998. The location of the Distribution System from the WPCF to the boundary of the Leased Property will be in a manner determined by the City. As part of the Distribution System, the City shall design, install and maintain, at its sole cost, a metering station ("Water Meter") to be located at the WPCF. Nevada Links is hereby granted access onto the WPCF for the purpose of inspecting and monitoring the Water Meter.

The cost of constructing the Distribution System, including the Water Meter, shall be the responsibility of the City.

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SECTION 2TERM

The term of this Agreement shall commence as of the date it is approved by the City Council ("Commencement Date") (which shall be inserted as the date and year in the first paragraph above) and shall be co-terminus with the term of the Lease and Management Agreement unless terminated earlier as elsewhere provided herein. In the event the Lease and Management Agreement is terminated, this Agreement shall also terminate on the same date.

SECTION 3RATE FOR PURCHASE OF EFFLUENT

3.1 City shall supply effluent through the Distribution System to the Storage Facilities at a rate ("Base Rate") of twenty cents (\$.20) per thousand (1000) gallons. The Base Rate shall apply from the date of completion ("Completion Date") of the Distribution System, Water Meter and Storage Facilities through the first full calendar year ("Base Year"). The Completion Date shall be mutually determined in writing by the City and Nevada Links. On each anniversary date ("Anniversary Date") of the Completion Date, City shall have the right in its sole discretion to increase the Base Rate at an increment not exceeding the lesser of (a) any percentage increase in the City's sewer rate; or (b) a percentage equal to the percentage increase in the Consumer Price Index for all Urban Consumers, all Items, U. S. City Average (1982-1984 equals 100) ("CPI") published by the United States Department of Labor, Bureau of Labor Statistics. For purposes of calculating any subsequent increases to the rate, percentage increases to the sewer rate and CPI shall be calculated from the Anniversary Date that the last rate increase became effective to the then current Anniversary Date. City's right to increase the rate for the provision of effluent from the WPCF shall be exercisable by written notice to Nevada Links on or before each Anniversary Date. Failure of the City to exercise the right to increase the rate shall be deemed a waiver of that right until the next succeeding Anniversary Date.

3.2 In the event of a change in the federal, state or local laws, ordinances or regulations (except for a change in any local ordinance adopted by the City unless such change is required by federal or state law, rules or regulations) imposing more stringent reclamation standards for the use of the effluent by Nevada Links, and such change requires the replacement or modification of the WPCF, the City, in addition to the increase set forth in Section 3.1, may increase the rate to an amount mutually agreed to in writing by the City and Nevada Links for the sale of the effluent in that amount which will allow the City to recapture its costs to replace or modify the existing WPCF in order to satisfy the more stringent effluent quality standards.

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SECTION 4CONSTRUCTION PLANS AND SPECIFICATIONS

City and Nevada Links shall cooperate in the design and construction of the Distribution System and Water Meter to be constructed by the City and Storage Facilities to be constructed by Nevada Links. In the event a dispute arises as to the integration of the WPCF with the Distribution System and Storage Facilities, such dispute shall be resolved by arbitration as set forth in Section 10 herein.

SECTION 5EFFLUENT STANDARDS

5.1 City shall cause the WPCF to comply with all applicable federal, state and local laws, ordinances and regulations, including all current regulations and requirements of the Clark County Health District and Clark County Sanitation District.

5.2 City shall cause the WPCF to produce effluent which meets or exceeds the water standards set forth in Exhibit "A", attached hereto and incorporated herein as a part of this Agreement.

5.3 City hereby covenants and agrees to indemnify, save and hold Nevada Links free, clear and harmless from any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, fines and demands of any kind whatsoever in connection with, arising out of, or by reason of any act, omission or negligence of City, its agents or employees arising from or connected to any failure of the WPCF or the effluent produced therefrom to meet the standards set forth in Exhibit A or applicable federal, state and local laws, ordinances and regulations setting or regulating standards for such reuse effluent.

SECTION 6REQUIREMENTS

6.1 City agrees to provide, and Nevada Links agrees to purchase, all effluent deemed necessary by Nevada Links for Nevada Links' use in irrigating the golf course and landscaping upon the Leased Property. Nevada Links shall use the effluent to irrigate the Leased Property in a manner consistent with all federal, state and local laws and regulations. The effluent shall not be used by Nevada Links on any other property other than the Leased Property. Nevada Links shall not discharge the effluent directly into storm drains or sanitary sewers without written authorization from the applicable regulatory agencies. Nevada Links shall take reasonable precautions, including the posting of signs and labels, to prevent confusion between the effluent and other water resources. Nevada Links shall be deemed in possession of the effluent once it is released into the Storage

Facilities.

6.2 Within thirty (30) days from the Completion Date, Nevada Links shall provide City with a written statement setting forth: (1) Nevada Links's estimated peak daily effluent consumption; and (2) Nevada Links' estimated minimum annual effluent usage. Nevada Links shall be obligated to purchase that amount of effluent from City which, at a minimum, matches Nevada Links' written estimate of its minimum annual effluent consumption.

6.3 The City and Nevada Links both recognize and acknowledge that the amount of effluent that shall be required by Nevada Links to irrigate the golf course on the Leased Property will vary from day to day and month to month depending on daily, seasonal and other factors. Accordingly, City acknowledges and agrees that Nevada Links is in no way obligated to purchase the capacity amount of effluent to irrigate the golf course on the Leased Property from the WPCF except at Nevada Links' option.

6.4 ~~City will be responsible for damage and expense sustained by Nevada Links in the event City is unable to produce Nevada Links' full requirement for effluent due to equipment or mechanical failure or breakdown rendering the WPCF and/or the Distribution System non-operational. This provision shall be applicable solely to equipment or mechanical malfunctions and shall not be applicable to non-operation of the WPCF as a result of a regulatory or judicial order, decree or injunction or as a result of any nondiscretionary decision of the City to render the WPCF non-operational.~~

6.5 Nevada Links shall determine its estimated effluent consumption, on a semiannual basis, by January 1 and July 1 of each calendar year for the prospective six (6) month period. Nevada Links shall then be required to pay City one sixth (1/6) of the cost of this estimated effluent consumption to City on the 1st day of each succeeding calendar month. With the expiration of each six (6) month period and within five (5) days thereof, Nevada Links shall pay to the City the amount that the actual effluent consumption exceeds the estimated effluent consumption, or the City shall credit Nevada Links the amount that the estimated effluent consumption exceeds the actual effluent consumption.

SECTION 7

INDEMNIFICATION

7.1 Nevada Links hereby covenants and agrees to indemnify, save and hold City free, clear and harmless from any and all liability, loss, damages, costs, expenses, including attorney's fees, judgments, claims, liens and demands of any kind whatsoever in connection with, arising out of, or by reason of any act, omission or negligence of Nevada Links, its agents or employees in any way connected with the construction or operation of the Storage Facilities.

7.2 City covenants and agrees to indemnify, save and hold Nevada Links free, clear and

harmless from any and all liability, loss, damages, costs, expenses including attorney's fees, judgments, claims, liens and demands, of any kind whatsoever in connection with, arising out of, or by reason of any act, omission or negligence of City, its agents or employees in any way connected with the construction or operation of the Distribution System and/or the WPCF.

7.3 The indemnified party shall provide the indemnifying party notice of any such claims of liability with reasonable promptness and the indemnifying party, at its election, shall have the right of defense in such proceedings, by counsel of its own choosing and reasonably satisfactory to the indemnified party (indemnified party is deemed to recognize as satisfactory representation by the City Attorney for the City), at the indemnifying party's expense. The indemnified party shall cooperate fully in all respects with the indemnifying party in any such defense, including, without limitation, by making available to the indemnifying party all pertinent information under the control of the indemnified party. If the indemnifying party so notifies the indemnified party concurrently with the indemnifying party's notice of election to defend, the indemnifying party may defend, but not settle, a claim without waiving its right to assert that such claim is not subject to indemnity agreements in this Section. If the indemnifying party elects to defend a claim, the indemnified party may at the indemnified party's expense, participate in such matter with counsel of the indemnified party's own choosing.

SECTION 8

INSURANCE

Any portion of the effluent Distribution System and/or Storage Facilities located upon the Leased Property shall be subject to the insurance requirements and coverages set forth in Section 19 of the Lease and Management Agreement.

SECTION 9

FORCE MAJEURE

Whenever a day is appointed herein on which, or a period of time is appointed in which, either party is required to do or complete any act, manner or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is reasonably interfered with, the doing or completion of such act, matter or thing because of labor disputes, civil commotion, war, warlike operation, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or to obtain fuel or energy, whether or other acts of God, or other causes beyond such party's reasonable control.

SECTION 10

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ARBITRATION

10.1 In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, within five (5) days after receipt by the other party of a request to do so each party, or a person authorized to act on behalf of a party shall meet in Las Vegas, Nevada, and attempt to resolve such dispute. If they are unable to do so, the dispute may be settled by arbitration as herein provided.

10.2 Arbitration shall be initiated and required by giving notice specifying the matter to be arbitrated. If a court action is already pending on any matter for which a notice of arbitration is given, the notice is ineffective unless given before the respondent in the arbitration proceeding, has answered or otherwise responded in the court action. Any other provision hereof to be contrary notwithstanding, should a party seek a remedy which the arbitrators are not authorized to award, or should there be an indispensable party to such proceedings which has not agreed to bound thereby, neither party shall be required to submit such matter to arbitration, but the entire controversy, including, but not limited to, those portions for which the arbitrators could award relief or for which such third party is not indispensable, may be resolved by court action. Except as provided to the contrary in these provisions on arbitration, the arbitration shall be in conformity with and subject to the applicable rules and procedures of the American Arbitration Association. If the American Arbitration Association is not then in existence or for any reason fails or refuses to act, the arbitration shall be in conformity with and subject to the provisions of the Nevada Uniform Arbitration Act as then in effect. The arbitrators shall be persons experienced in the subject matter of the arbitration and they shall be bound by this Agreement and the laws of the State of Nevada. All arbitrators shall be impartial and unrelated, directly or indirectly, so far as employment of services is concerned, to the parties to the arbitration. Each party shall pay one-half (1/2) the cost of arbitration, including arbitrator's fees. Attorney's fees shall be awarded as otherwise provided in this Agreement.

10.3 Unless the parties agree otherwise, there shall be three (3) arbitrators appointed as follows:

a. Within ten (10) days after notice requiring arbitration, each party shall appoint one (1) arbitrator and give notice of the appointment to the other party.

b. The two (2) arbitrators shall choose a third arbitrator within five (5) days after appointment of the second.

c. If either party fails to appoint an arbitrator, or if the two (2) arbitrators fail to choose a third, the appointment shall be made by the then presiding Chief Judge of the Eight Judicial District Court of the State of Nevada, acting in his or her individual and non-official capacity, on the application of either party and on five (5) days notice to the other party.

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d. Either party may, by notice given before commencement of the arbitration hearing, consent to arbitration by the arbitrator appointed by the other party. In that event, no further appointments of arbitrator shall be made and any other arbitrators previously appointed shall be dismissed.

10.4 All arbitration proceedings shall be held in Las Vegas, Nevada. The arbitrator(s) shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrator(s) shall render a written decision upon the matter presented to them by majority vote within thirty (30) days after the date upon which the hearings are concluded and the record is closed by the arbitrators. The decision rendered in such arbitration shall be final and binding on the parties and judgment thereon may be entered by any court having jurisdiction thereof, the parties waiving any right to a trial de novo.

SECTION 11

SERVICE OF NOTICES

Any and all notices and demands by any party hereto to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made only if deposited in the United States Mail, Certified or Registered, postage prepaid, return receipt requested or if made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries or if sent by telecopy. Service by United States Mail or by Federal Express or other similar delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner. Service by telecopy shall be deemed made upon confirmed transmission. Any notice or demand to City shall be addressed to City of Las Vegas at 400 East Stewart Avenue, Las Vegas, Nevada 89101, telecopy number (702) 388-1807 (attention: City Manager). Any notice or demand to Nevada Links shall be addressed to Nevada Links at 3415 East Bonanza, Las Vegas, Nevada 89101, telecopy number (702) 438-8382, (attention: William Walters). The parties may change their address for the purposes of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof of the others.

SECTION 12

BINDING EFFECT

Subject to any limitation on assignment set forth herein, all terms of this Agreement shall inure to the benefit of, be binding upon, and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

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SECTION 13SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable by the laws applicable thereto, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Agreement, and all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall no way be effected, impaired or invalidity thereby.

SECTION 14ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties related to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

SECTION 15MISCELLANEOUS

15.1 Wherever in any other document, including, without limitation, the Lease and Management Agreement there is a conflict or inconsistency with this Agreement, this Agreement shall be deemed controlling. The captions appearing at the commencement of the sections hereof are descriptive only and for the convenience and reference to this Agreement and in no way whatsoever define, limit, amplify or describe the scope or intent of this Agreement, nor in any way are to be used in interpreting the terms of this Agreement or affect this Agreement. Personal pronouns used herein shall be construed as though of the gender and number required by the context of this Agreement, and the singular shall include the plural and the plural the singular as may be required by the context of this Agreement.

15.2 In the event of a dispute between the parties concerning the enforcement or interpretation of this Agreement, the prevailing party of such dispute, whether by legal proceedings or otherwise, shall be reimbursed immediately by the other party to such dispute for reasonably incurred attorney's fees and other costs and expenses. In the event it becomes necessary for any party to retain legal counsel for the representation of its rights hereunder in or in connection with the bankruptcy of another party, such party, if successful therein, shall be reimbursed immediately by the party in bankruptcy for reasonably incurred attorney's fees and other costs and expenses.

15.3 No modification, waiver, amendment, discharge or change of this agreement shall be

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valid unless the same is in writing and signed by each of City and Nevada Links. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto, each party shall perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all further acts, deeds and assurances as made, from time to time, the reasonably requested by any party to consummate the transactions contemplated in this Agreement and for the better assuring to the requesting party all its rights hereunder.

15.4 This Agreement shall be deemed to be made under the laws of the State of Nevada and for all purposes shall be governed by and construed in accordance with the laws thereof. Clark County, Nevada, shall be the exclusive venue for any action brought by the parties in any way related to this Agreement.

15.5 This Agreement shall not be construed either for or against City or Nevada Links, but this Agreement shall be interpreted in accordance with the general tenure of its language.

15.6 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all such counterparts shall constitute one and the same Agreement.

SECTION 16

BREACH

In the event that a party to this Agreement fails to perform any obligation under this Agreement, and such failure continues for a period of thirty (30) days after receipt of notice of said breach by the objecting party, the objecting party shall have the right to terminate this Agreement and seek such additional remedies as may be available at law or in equity. The objecting party shall

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have no right of termination if the breaching party shall have commenced to cure the alleged breach within thirty (30) days after receipt of the notice of said breach by the objecting party and thereafter diligently pursues such cure to completion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

CITY OF LAS VEGAS

By: *Jan Laverty Jones*
JAN LAVERTY JONES, Mayor

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Penhale *1/26/98*
Date

NEVADA LINKS, INC.

By: *William T. Walters*
Its: *President*

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ITEM	QUALITY STANDARD
Electrical conductivity levels	less than 3.0 mmhos/cm
TDS	less than 1300 mg/l
Sodium Hazard S.A.R.	less than 9.0 mg/l
Sodium	less than 250 mg/l
Bicarbonates (HCO ₃)	less than 250 mg/l
Sulfate (SO ₄)	less than 500 mg/l
Boron (H)	less than .67 mg/l
Chloride (C)	less than 290 mg/l
Aluminum	less than 5.0 mg/l
Arsenic	less than 2.0 mg/l
Beryllium	less than .1 mg/l
Chromium	less than .1 mg/l
Cobalt	less than .5 mg/l
Copper	less than .2 mg/l
Fluoride	less than 2.0 mg/l
Iron	less than 5.0 mg/l
Lead	less than 5.0 mg/l
Lithium	less than 2.5 mg/l
Manganese	less than .2 mg/l
Molybdenum	less than .01 mg/l
Nickel	less than .2 mg/l
Selenium	less than .02 mg/l
Vanadium	less than 10.0 mg/l
Zinc	less than 5.0 mg/l

The Quality Standards set forth above are subject to a variance of ten percent (10%) plus or minus.