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RESOLUTION NO. R-55-2017

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE OWNER PARTICIPATION AGREEMENT ("OPA") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND 4545 W. SAHARA, LLC ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 162-07-101-005, 162-07-101-006

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 on May 17, 2006, by Ordinance 5830, on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, 4545 W. Sahara, LLC (the "OWNER") is the owner of real property and improvements located at 4545 West Sahara Avenue and which parcels are commonly known as APN 162-07-101-005, 162-07-101-006 (the "Site"); and

WHEREAS, the Owner is undertaking certain improvements to the Site in accordance with the goals and objectives of the Redevelopment Plan; and

WHEREAS, the City Council of the City of Las Vegas has considered the

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findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the OPA (attached hereto as Exhibit A), which provides for the contribution of funds to the Owner for making physical visual improvements to the building and property located on the Site, all as more fully set forth in the OPA.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the OPA with the OWNER for the Project concerning the development on the Site.

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THE FOREGOING RESOLUTION was passed, adopted and approved this 6th day of December, 2017.

CITY OF LAS VEGAS

By ______________________
CAROLYN G. GOODMAN, Mayor

ATTEST:

____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

______________________ 11-14-17
Date

EXHIBIT A

OWNER PARTICIPATION AGREEMENT

OWNER PARTICIPATION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the ____ day of _______ 2017 by and between the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency") and 4545 W. Sahara Avenue LLC, a Nevada limited liability company (the "Developer").

1. Purpose of this Agreement

(a) The purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the redevelopment of certain real property (the "Site") included within the boundaries of the Redevelopment Area.

(b) The development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas, Nevada (the "City"), and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

(c) As part of the development of the Site, Agency is willing to reimburse Developer for installation of certain exterior improvements and upgrades referred to herein as "QEI".

2. The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan which was approved and adopted on March 5, 1986, by the City Council of the City by Ordinance No. 3218, and any amendments thereto. The Redevelopment Plan, as it now exists and as it may be subsequently amended pursuant to Section 601, is incorporated herein by reference and made a part hereof as though fully set forth herein.

3. The Redevelopment Area

The Redevelopment Area is located in the City of Las Vegas, Nevada, and the exact boundaries thereof are specifically described in the Redevelopment Plan and in a document recorded March 11, 1986, and as subsequently amended in 1988, 1992, 1996, 2014 and 2015 which are incorporated herein by reference and made a part hereof as though fully set forth herein.

4. The Site

The Site is that portion of the Redevelopment Area located at 4545 W. Sahara Avenue, Las Vegas, Nevada, APN 162-07-101-005, 162-07-101-006 as shown on the Map of the Site as Attachment "A", and is more particularly described in the Legal Description of the Site as Attachment "B". The Site is comprised of certain real property presently owned by the Developer consisting of the parcel which is identified on Attachment "A".

5. Parties to this Agreement

(a) Agency is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382 et seq.). The office of Agency is located at 495 S. Main Street, 6th Floor, and Las Vegas, Nevada 89101. "Agency" is used in this Agreement means the City of Las Vegas Redevelopment Agency and any assignee of, or successor to, its rights, powers and responsibilities.

(b) The Developer is 4545 W. Sahara Avenue LLC, whose address is 10608 Umbrella Tree Court, Las Vegas, Nevada 89144, which is managed by Nathan Strager and Virginia Cano as co-owners. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

(c) The qualifications and identity of the Developer and of the Managing Member and Members are of particular concern to the City and Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by Agency if there is any significant change (voluntary or involuntary) in the Developer prior to the completion of the development of the Site as evidenced by the issuance of a Certificate of Completion therefor.

(d) Except as specifically set forth herein, the Developer shall not assign all or any part of this Agreement without the prior written approval of Agency, which approval may be withheld by Agency at Agency's sole discretion.

6. The Development

(a) The improvements to be constructed upon the Site consist of approximately 8,000 square feet of new dance studio and special events space in one (1) building. The building will be located on West Sahara Avenue between South Arville Street and South Decatur Street. A full description of the improvements is set forth on Attachment "C" attached hereto and is hereinafter referred to as the "Development." Developer agrees to construct the Development in strict conformance with Attachment "C".

(b) As part of the Development, Developer agrees to install those exterior improvements set forth and described on Attachment "D" hereto and referred to herein as the "QEI" in strict conformance with Attachment "D".

(c) The Developer hereby represents and warrants to Agency that Developer owns fee title to the Site necessary for the Development. Proof of ownership is evidenced in a recorded Grant, Bargain and Sale Deed dated April 24, 2017 a copy of which is attached hereto as Attachment "F".

(d) Developer agrees to use its best efforts in complying with Agency Employment Plan Policy attached hereto as Attachment "E".

(e) Developer hereby represents and warrants to Agency that Developer has obtained all financing and other resources necessary to pay for all costs of the construction and full completion of the Development and QEI.

7. Reimbursement of QEI Costs

(a) Subject to Developer fulfilling the conditions precedent to receiving reimbursement below, Agency agrees to reimburse Developer for the cost of the QEI not to exceed Fifty Thousand and 00/100 ($50,000.00) toward the costs of the QEI ("QEI Reimbursement").

(b) In order for Developer to qualify for the QEI Reimbursement, the following conditions must be met ("Conditions"):

(i) The Development must be completed in conformance with Attachment "C";

(ii) All of the QEI must be completed in conformance with Attachment "D" as established by photographs in formats approved by Agency;

(iii) A certificate of occupancy must be issued by the City of Las Vegas permitting occupancy and use of the Development for its intended use;

(iv) The issuance of a City of Las Vegas business license for Developer at the location of the Development;

(v) Developer has submitted to Agency proof in the form of materials and other information required by Agency that the cost of construction of the Development and the QEI has been paid in full and that there are no outstanding mechanics liens or claims related to the Development and the QEI. Such poof shall include, but not limited to, the following: 1) a letter on applicant's company letterhead noting exterior expenditures and invoicing the City of Las Vegas for the agreed upon reimbursement amount; 2) copies of all paid contractor invoices and/or cancelled checks showing proof of payment by applicant; 3) notices of lien releases from all contractors; 4) separate "after" photos from several angles emailed in high-resolution jpeg format to a designated RDA representative; and 5) notarized Façade and Maintenance Agreements signed by applicant's official representative.

(vi) Developer and Agency have entered into a certificate of Completion in the form of Attachment "G" hereto, as more fully described in Section 13 below.

(vii) Developer has entered into that Façade Easement and Maintenance Agreements in the form of Attachments "I" and "J" hereto which Developer agrees will be recorded against the Development.

Upon the fulfillment of the conditions set forth in this Section 7(b), Agency shall pay the QEI Reimbursement to Developer within forty-five (45) days.

(c) Developer agrees that in the event all of the Conditions are not fulfilled within 180 days after official approval by the city of Las Vegas Redevelopment Agency Board and City Council, then Agency shall have the right to terminate this Agreement upon written notice to Developer. Upon such termination this agreement shall be null and void and Agency shall thereafter have no obligation to make the QEI Reimbursement to Developer.

8. General Representations

Agency and Developer each represent and warrant that:

1. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on the party making the representation.

2. The execution, consent or acknowledgement of no other party is necessary to effect the obligations of Agency or the Developer, whichever is making the representation, provided in this Agreement.

3. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement to which Agency or the Developer, whichever is making the representation, is subject.

9. Indemnification

Developer shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless Agency and the City of Las Vegas, and their respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses or costs which may arise out of or in any manner be connected with the subject matter of this Agreement, including the construction of the Development and/or the QEI.

10. Rights of Access

For the purposes of assuring compliance with this Agreement, representatives of Agency and the City shall have the right of reasonable access to the Site and Development without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of Agency or the City shall be those who are so identified in writing by the Executive Director of Agency.

11. Antidiscrimination During Construction

The Developer, for itself and its successors and assigns, agrees that in the construction of the Development provided for in this Agreement, the Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, ancestry or national origin.

12. Prohibition Against

The Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of Agency. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion with respect to the Site. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site. In the absence of specific written agreement by Agency, no such transfer, assignment or approval by Agency shall be deemed to relieve the Developer or any other party from any obligations under this Agreement until completion of development as evidenced by the issuance of a Certificate of Completion therefor.

13. Certificate of Completion

The Developer shall request that a Certificate of Completion be issued by Agency after completion of the construction of the Development and QEI. The issuance of the Certificate of Completion shall be subject to the City of Las Vegas' issuance of a Certificate of Occupancy and the Developer has submitted, to Agency's satisfaction, the required documentation pursuant to the Employment Plan. The Certificate of Completion for the Development shall be in the form attached hereto as Attachment "G" which shall be recorded in the Office of the County Recorder of Clark County. A Certificate of Completion for less than the entire improvement of the Development shall not be recorded.

The Certificate of Completion for the Development shall be, and shall so state therein that it is, a conclusive determination of the satisfactory completion of the construction required by this Agreement upon the Site or such portion thereof and of full compliance with the terms hereof. After issuance of the Certificate of Completion for the Development, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such portion thereof covered by said Certificates of Completion shall not (because of such ownership, purchase lease or acquisition) incur any obligation or liability under this Agreement. Except as otherwise provided herein, after the issuance of the Certificate of Completion for the Development and QEI of such portion thereof, neither Agency, the City nor any other person shall have any rights, remedies or controls with respect to the Site or such portion thereof that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the Site or such portion thereof shall be as set forth in Section 301 to 304, inclusive, of this Agreement.

Agency shall not unreasonably withhold the Certificate of Completion. If Agency refuses or fails to furnish the Certificate of Completion for the Development after written request from the Developer, Agency shall, within ten (10) days of such written request, provide the Developer with a written statement of the reasons Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain Agency's opinion of the action the Developer must take to obtain a Certificate of Completion. If Agency shall have failed to provide such written statement within said 10 day period, the Developer shall be deemed entitled to the Certificate of Completion.

The Certificate of Completion for the Development shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof.

14. Maintenance

The Developer hereby covenants and agrees for itself, its successors, assigns and every successor in interest (i) to maintain the Development and QEI in good condition and repair at all times and (ii) and to keep the Site free from any accumulation of debris or waste materials and to maintain the landscaping required to be planted as part of the QEI in a healthy condition. If at any time the Developer, or its successors in interest, shall fail (i) to maintain the Development and QEI in good condition and repair at all times and/or (ii) to keep the Site free of debris or waste materials or to maintain said landscaping in a healthy condition, and said conditions in (i) and (ii) are not corrected within ten (10) days after written notice from Agency, either Agency or the City may perform the necessary cleanup or landscape maintenance, and the Developer, or its successors in interest, shall pay such costs as are reasonably incurred for such cleanup or landscape maintenance.

15. Notices, Demands and Communications Between the Parties

Formal notices, demands and communications between Agency and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and the Developer as set forth in Sections 106 and 107 hereof. Such written notices demands and communications may be sent in the same manner to such other addresses as either party from time-to-time designate by mail.

16. Conflict of Interests

No member, official or employee of Agency shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

17. Nonliability of Agency Officials and Employees

No member, official or employee of Agency shall be personally liable to the Developer in the event of any default or breach by Agency or for any amount which may become due to the Developer or on any obligations under the terms of this Agreement.

18. Enforced Delay: Extension of Times of Performance

In addition to the specific provisions by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine, restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, including delays beyond the reasonable control of Agency, unusually severe weather, inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier, acts of another party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by Agency and the Developer.

19. Amendments to this Agreement

The Developer and Agency agree to mutually consider reasonable requests for amendments to this Agreement which may be made by any of the parties hereto, lending institutions, or bond counsel or financial consultants to Agency, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

20. Disclosure of Principals

Pursuant to Resolution RA-4-99 adopted by the governing board of Agency effective October 1, 1999, Developer warrants that it has disclosed on the form attached hereto as Attachment "H", all principals, including partners of Developer, as well as all persons and entities holding more than 1% interest in Developer and or any principal of Developer. Through the term hereof, Developer shall notify RDA in writing of any material change in the above disclosure within 15 days of any such change. Developer also warrants that the VIP Participant Affidavit & Employment Plan included in Attachment "H" remains true and correct in all respects.

21. Default

If during the existence of this Agreement, the following shall constitute a "Developer Event of Default":

(a) the Developer transfers or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement, or in the Site or any improvements thereon, in violation of the provisions of Section 5;

(b) the Developer fails to proceed with, abandons or substantially suspends the construction of the improvements required by this Agreement;

(c) any of the representations and warranties of Developer are untrue in any material respect;

(d) the Developer fails to perform any other material obligation imposed under the provisions of this Agreement; or

(e) the filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or Developer's becoming insolvent in the sense that Developer is unable to pay its debts as they mature or in the sense that Developer's debts exceed the fair market value of Developer's assets.

In the event of Developer Event of Default, Agency shall have, in addition to all other rights and remedies available to Agency, the right to terminate, and this Agreement shall so terminate, on the date that the written notice of termination is received by the Developer or such other date as may be specified in the written notice. If the QEI Reimbursement has not been disbursed to the Developer, Agency shall be relieved of the obligation to disburse the QEI Reimbursement to Developer. Entire agreement waivers and amendments

22. Entire Agreement Waivers and Amendments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes Grantee "A" through Grantee "J", inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Developer. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

23. Miscellaneous.

(a) The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

(b) The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

(c) Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

(d) Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

(e) All references to "*days*" in this Agreement are to consecutive calendar days unless business days are specified.

(f) The parties acknowledge that each party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or Grantees hereto.

24. Time for Acceptance by Agency

This Agreement, when executed by the Developer and delivered to Agency, must be authorized, executed and delivered by Agency 30 days from the date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement.

By executing this Agreement and submitting it to Agency, Developer is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. The effective date of this Agreement shall be the date when this Agreement has been signed by Agency.

EXECUTION BLOCKS ON NEXT PAGE

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, CHAIR

ATTEST:

____
LuAnn D. Holmes, MMC
Secretary

APPROVED AS TO FORM:

____
Date

4545 W. SAHARA AVENUE LLC,
a Nevada Limited Liability company

By: ______________________________

Its: ______________________________

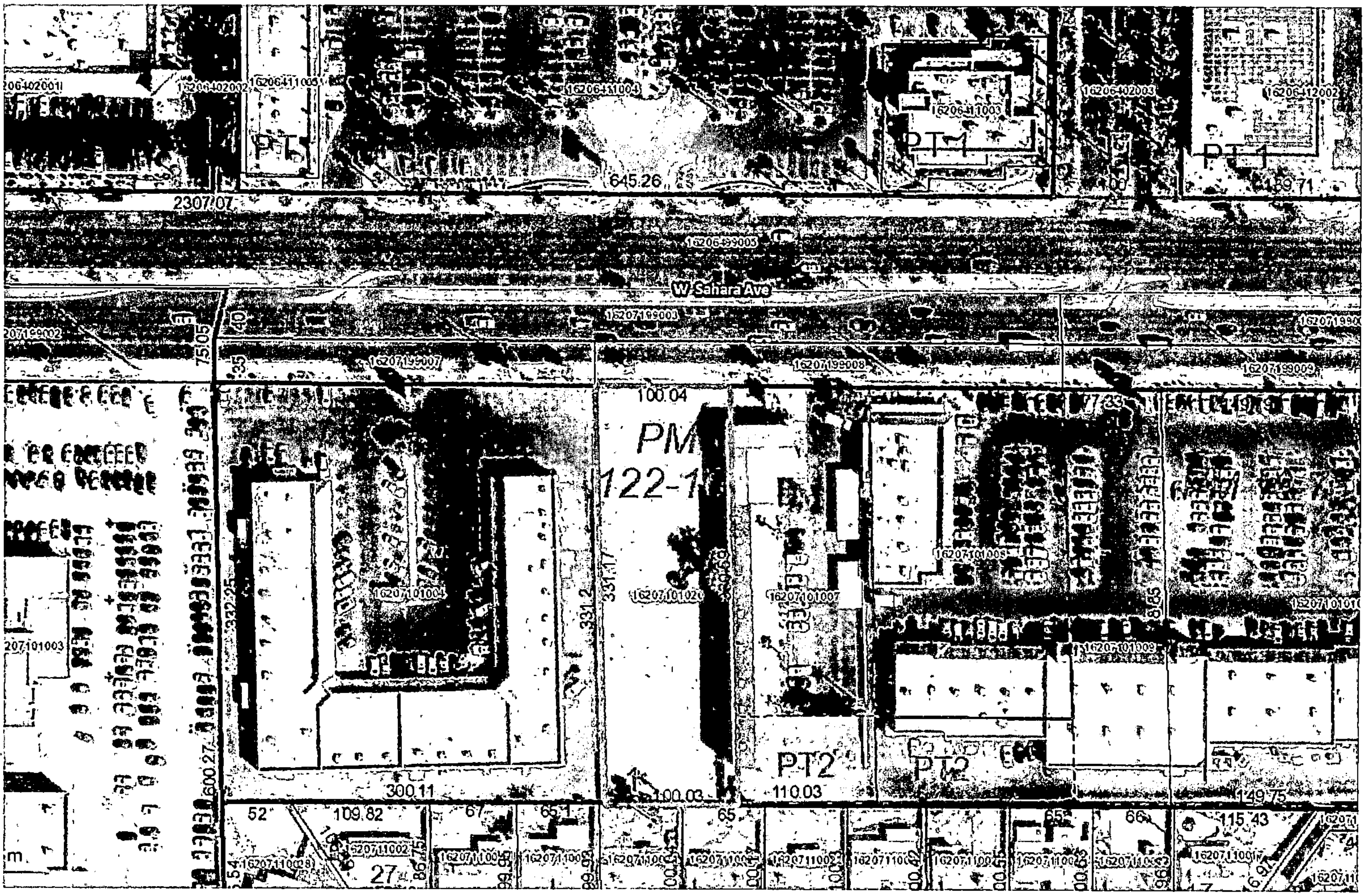
By: ______________________________

Its: ______________________________

GRANTEES

Grantee A	Site Map
Grantee B	Legal Description of Site
Grantee C	Scope of Development
Grantee D	Description of Qualified Exterior Improvements
Grantee E	Employment Plan
Grantee F	Proof of Ownership/Grant, Bargain and Sale Deed
Grantee G	Form of Certificate of Completion
Grantee H	Disclosure of Principals
Grantee I	Façade Easement Agreement
Grantee J	Façade Maintenance Agreement

GRANTEE A
SITE MAP



GRANTEE B
LEGAL DESCRIPTION OF SITE

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

PARCEL I:

That portion of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 7, Township 21 South, Range 61 East, M.D.B. & M., in the County of Clark, State of Nevada, described as follows:

Commencing at the Northeast corner of the Northwest Quarter (NW ¼) of said Section 7; Thence North 89°32'07" West along the North boundary line of said Section 7, a distance of 933.24 feet to the True Point of Beginning; Thence continuing North 89°32'07" West along the North boundary line of said Section 7, a distance of 100.05 feet; Thence South 01°15'31" East 406.20 feet; Thence South 89°51'49" East a distance of 100.03 feet; Thence North 01°15'31" West a distance of 405.63 feet to the True Point of Beginning.

Excepting therefrom that portion as conveyed to Clark County by that certain Grant Deed recorded August 27, 1953, in Book 71 of Deeds, Page 471, Clark County, Nevada Records as Document No. 412353.

Further excepting therefrom that portion as conveyed to the State of Nevada by that certain Order of Condemnation recorded January 30, 1973, in Book 297 of Official Records, Clark County, Nevada Records as Document No. 256871.

PARCEL II:

A non-exclusive easement for vehicular and pedestrian ingress and egress and parking as created by that certain Declaration of Common Area Easements and Signage Agreement recorded July 21, 1999 in Book 990721 of Official Records, Clark County, Nevada Records, as Document No. 00858.

GRANTEE C
SCOPE OF DEVELOPMENT

Sin City Salseros (SCS) is a well established event production and dance instruction company based in Las Vegas, Nevada. For more than 17 years SCS has made its mark on the Las Vegas high-end event and dance entrtainment markets, backed by a seasoned management team producing consistent growth year over year. SCS routinely produces events of more than 5,000 audience members yielding revenues in the high-five-digit range, on a project-by-project basis. The business is cash flow positive and cash intensive.

To date, the company has successfully operated its event and instruction services in rented spaces around Las Vegas. However, as growth continues, economies of scale now predict that the company would be better served by acquiring and building its own facilities specifically designed for its purposes to achieve improved margin and scale.

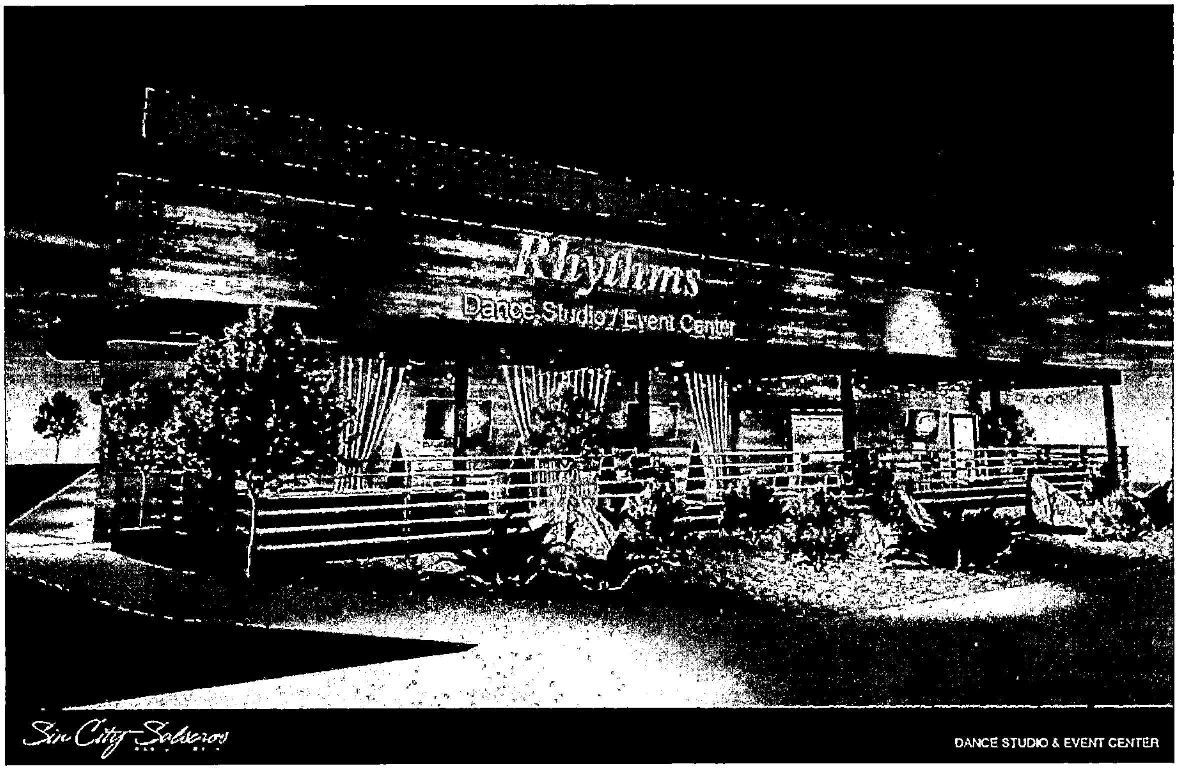
It is therefore the goal of the company to acquire a carefully chosen subject site in the downtown Las Vegas area that is currently under contract at 4545 W. Sahara Avenue, Las Vegas, Nevada, APN 162-07-101-005, 162-07-101-006. Company will undertake construction of a one-story, 8,000-square-foot, Type 3 construction project, currently well-documented by the general construction partner, and "to put the shovel in the ground" during the fourth quarter of 2017. The end goal is to realize a cost-effective event and dance instruction center in Las Vegas and to extend the company's leading market position, while expanding market absorption and revenue growth potential.

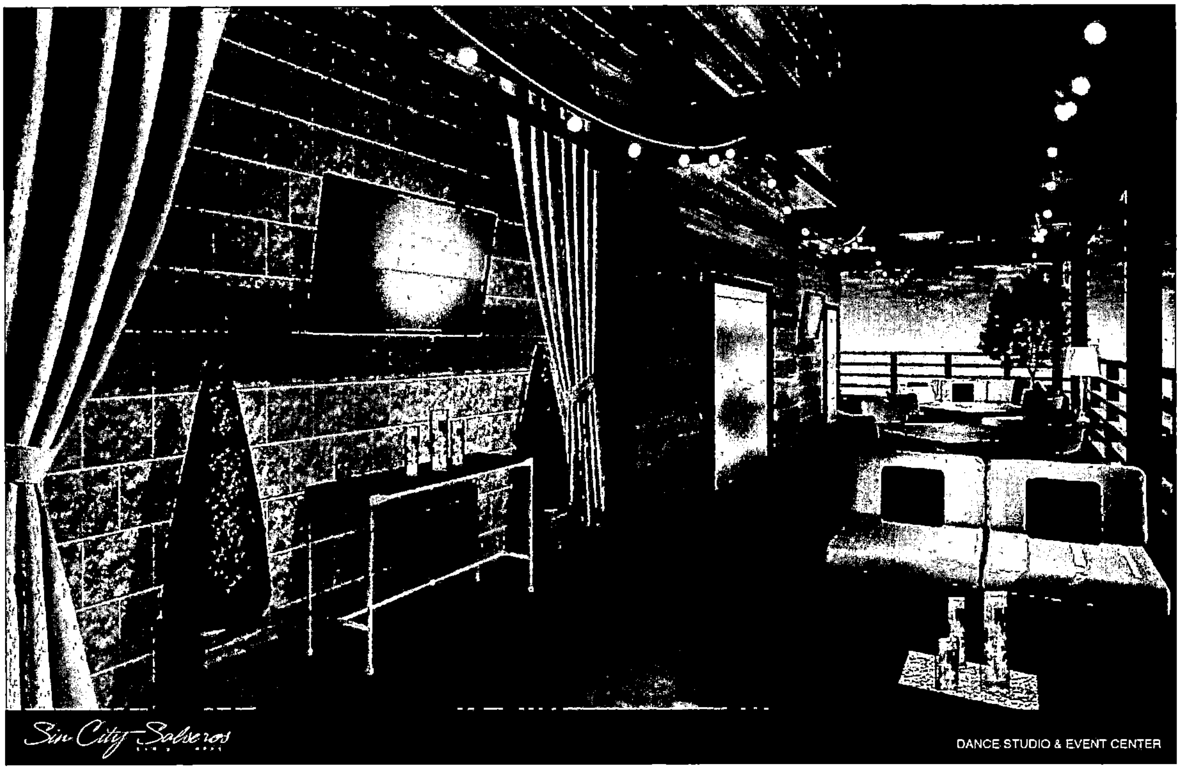
GRANTEE D

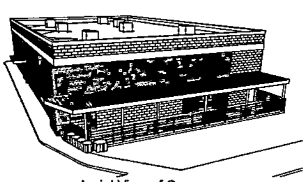
DESCRIPTION OF QUALIFIED EXTERIOR IMPROVEMENTS

4545 W. Sahara Avenue LLC (Developer)

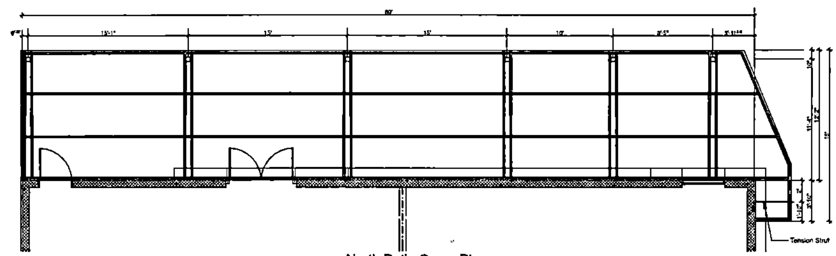
Patio Work
Signage
Canopy
Landscaping
Exterior Lighting
Exterior Security Cameras



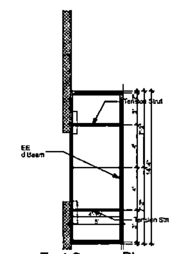

Sin City Salseros
DANCE STUDIO & EVENT CENTER



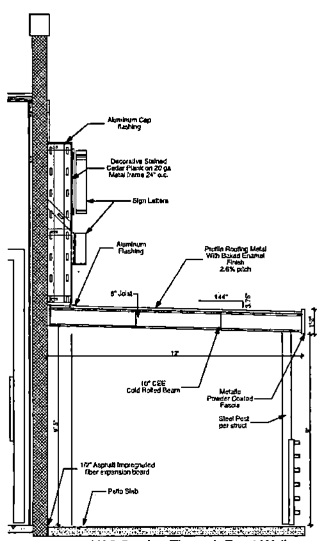
Aerial View of Canopy



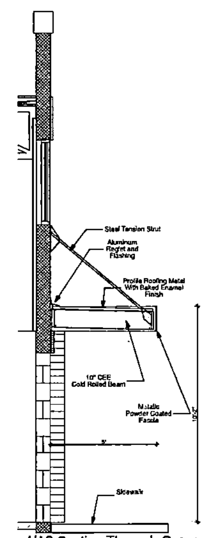
North Patio Cover Plan



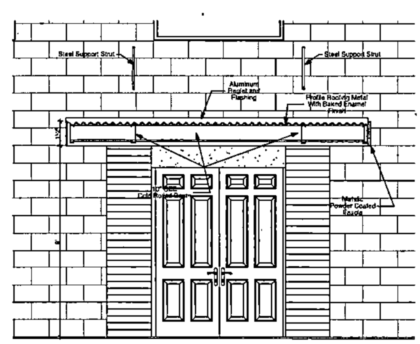
East Canopy Plan



1/A8 Section Through Front Wall



4/A8 Section Through Canopy



3/A8 Section Through Canopy

D. W. Strait
Architecture & Planning
1220 Heather Oaks Way
North Las Vegas, NV

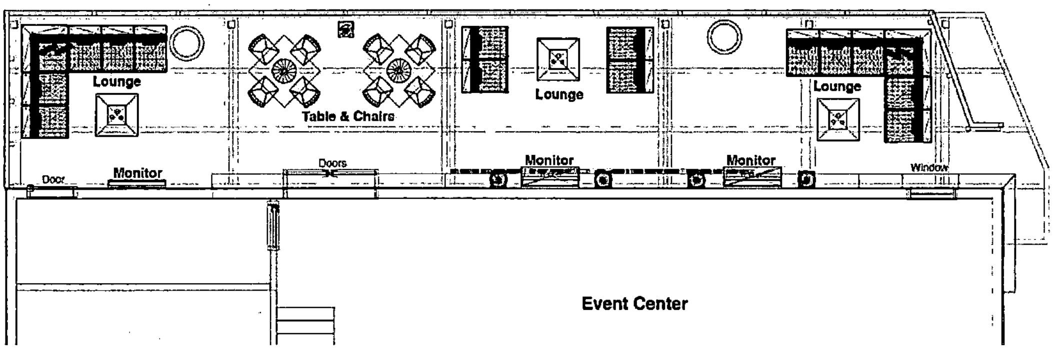
Sin City Salseros Dance Company
Dance Studio & Event Center
4545 West Sahara, Las Vegas, NV · APN 162-07-101-005

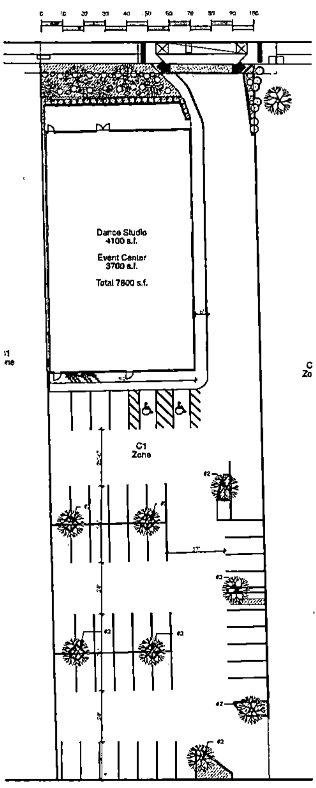
Details

Revisions

Date: 9/13/2016
Job: 1628
Drawn: DWS
Sheet:
A8

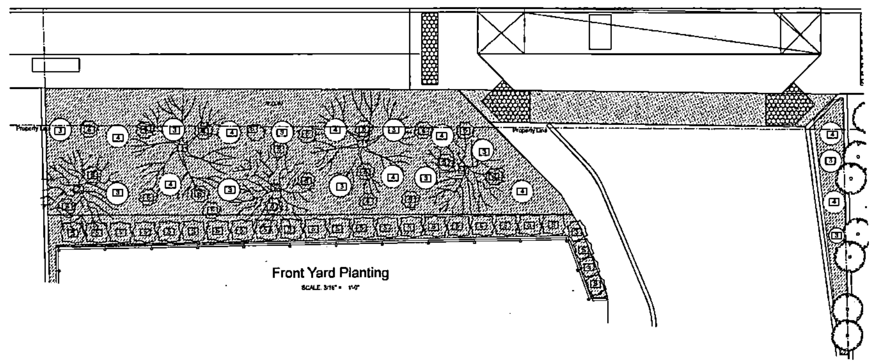
PATIO FLOORPLAN





Landscape Planting Site Plan

SCALE: 1" = 20'

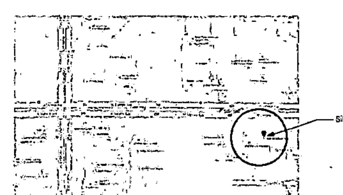


Front Yard Planting

SCALE 3/16" = 1'-0"

Planting Legend

- Desert Willow - Chilopsis Linearis - 36" box 2 Ea.
- Texas Honey Mesquite - Procopis glandulosa - 24" box 11 Ea.
- Silver Cloud Texas Sage - Leucophyllum candidum - 3 Gal 9 Ea.
- Desert Cassia - Cassia Nemophila - 3 Gal 7 Ea.
- Rosemary Hedge - Rosmarinus officinalis - 3 gal 25 Ea.
- Hearts & Flowers Aptenia cordifolia - ground cover - 1 gal 22 Ea.
- Rock Mulch Ground Cover - Decomposed Red Granite 1/2" and smaller on stable weed barrier.



4545 W Sahara Ave Vicinity

D. W. Strait
Architecture & Planning
#2841
1223 Heather Oaks Way
North Las Vegas, NV 89031
Tel. 702 239-1838
Fax 702 642-6800

Sin City Salseros Dance Company
Dance Studio & Event Center
4545 West Sahara, Las Vegas, NV - APN 162-07-101-005

Planting Plan

Revisions

David Wayne Strait
Registered Architect
No. 2841
State of Nevada

Date: 7/17/2017
Job: 1628
Drawn: DWS
Sheet: LS1

GRANTEE E

EMPLOYMENT PLAN

Las Vegas Redevelopment Agency

Employment Plan Policy

Revised

June 18, 2014

1. TERMS

"***Community Development Block Grant (CDBG) Eligible Areas***" means an area which is eligible for a community development block grant pursuant to 24 C.F.R. Part 570.

"Developer" means a person or entity that proposes to construct a redevelopment project, which will receive financial assistance from the Agency.

"***Disabled***" means a physical impairment, with respect to an individual, that substantially limits one or more of the major activities of such individual: A record of such impairment; or Being regarded as having such impairment.

"***Disposition and Development Agreement (DDA)***" means an agreement that sets forth requirements for the sale, lease, exchange acquisition, or disposal of real property owned by the Agency, where a specific type of project is developed.

"***Economically Disadvantaged***" means any individual who meets the present poverty guidelines established by the Federal government as a poverty measure. The guidelines are issued each year in the Federal Register by the Department of Health and Human Services (HHS).

"***Las Vegas Redevelopment Agency Resident***" means an individual whose primary place of residence is within the Las Vegas Redevelopment Area boundaries.

"Las Vegas Redevelopment Area" means the 1986 Redevelopment Plan, as amended, and the 2012 Redevelopment Plan identifies two areas within the corporate boundaries of the City of Las Vegas as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein.

"***Members of Racial Minorities***" means or describes an individual that is: Black or African-American, Hispanic-American, Native-American, Asian-Pacific American, Subcontinent Asian-American, Native- Hawaiian or other Pacific Islander.

"***Owner Participation Agreement (OPA)***" means any agreements where the Agency is participating with a landowner for the development of a site by providing some form of financial concession.

"***Purchase and Sale Agreement (PSA)***" means any agreements where the Agency is involved in the acquisition or sale of real property.

"***Private Developer***" means any person or entity that is proposing to construct a project and will receive financial assistance from the Agency and includes developers of either speculative or build-to-suit projects.

"***Southern Nevada Enterprise Community (SNEC)***" means the area designated as the Southern Nevada Enterprise Community in section 5 of chapter 407, Statutes of Nevada 2007.

"***Veteran***" means any honorably discharged soldier, sailor, marine, nurse, or army field clerk, as well as reserve components of these services, who have served in military service of the United States.

2. Policy

This Employment Plan Policy is prepared in accordance with the Las Vegas Redevelopment Agency Employment Plan Resolution No. RA-4-2011 dated April 6, 2011, and as amended by Resolution No.RA-8-2014 and RD2-2-2014 - Dated June 18, 2014 and prepared in accordance with Nevada Revised Statutes Chapter 279, specifically but not limited to NRS 279.482 (2) and NRS 279.6092 to 279.6099, inclusive. This Employment Plan Policy (hereinafter referred to as the "Policy"), supersedes the amended Las Vegas Redevelopment Agency Employment Plan Policy dated June 18, 2014. In accordance with the Policy, private developers and build-to-suit owners which receive redevelopment project funds are required to hire residents who live within the designated Las Vegas Redevelopment Areas, areas in the city for which the Las Vegas City Council has adopted a plan for neighborhood revitalization or which is eligible for a community development block grant (CDBG), or the Southern Nevada Enterprise Community (SNEC) (hereinafter referred to as the "Area"), and are encouraged to hire economically disadvantaged contractors/residents, members of racial minorities, women, disabled or veterans.

2.1 OBJECTIVE

The immediate purpose of this Policy is to provide developers, contractors and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in a private redevelopment project funded by the Las Vegas Redevelopment Agency (hereinafter referred to as the "Agency"). The ultimate result of this Policy is to ensure that the persons identified in the statute have the opportunity to benefit from redevelopment projects as fully as the community at large.

The requirements of the Policy shall be included in the Owner Participation Agreement ("OPA"), the Disposition and Development Agreement ("DDA") and/or Purchase and Sale Agreement ("PSA"), (hereinafter collectively referred to as "Agreements"), between the developer and the Agency.

2.2 APPLICABILITY

1) Except as otherwise provided in NRS 279.6094, as appropriate for the particular project, each proposal for a redevelopment project must include an employment plan.
2) The provisions of NRS 279.6092 to 279.6099, inclusive, apply only to a redevelopment project undertaken in a redevelopment area of a city whose population is 500,000 or more.
3) A public agency that uses redevelopment funds for the design or construction of a redevelopment project being built as a public work pursuant to chapter 338 of NRS shall submit an employment plan pursuant to NRS 279.482.

2.3 DEVELOPER/CONTRACTOR AWARD PHASE – REQUIREMENTS

1) EMPLOYMENT PLAN
   a. The minority participation goal is designed for all segments of the local business community to have a reasonable and significant opportunity to participate in Agency contracts with respect to redevelopment projects.
      i) At least 15 % of all of contractors, subcontractors, vendors and suppliers of the developer are bona fide residents of the area.
      ii) 15% participation of Minority Business Enterprise or Woman's Business Enterprise or Disadvantaged Business Enterprise or Veteran Business Enterprise (hereinafter referred to as the "M/W/D/VBE's") will be an

aspirational goal. This goal represents the total value of sub-contracts and material agreements awarded to M/W/D/VBE's. Participation shall be inclusive of subcontractors, vendors and suppliers.

iii) Reporting and demonstration of best efforts is required.

b. M/W/D/VBE's may participate as a prime contractor, sub-contractor, as a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

2) REPORTING REQUIREMENTS

a. A report to the Agency is due within thirty (30) calendar days after the end of each calendar quarter for the length of the project.

b. In an effort to provide accountability, accuracy and consistency, a standard Agency reporting template has been developed. The templates may be modified by the Agency at any time, to ensure uniform and accurate reporting. All exhibit checklists shall be complete with copies of correspondence and advertisements attached to the report.

c. If the minority participation goals are not met, information documenting specific actions taken to achieve the goals must be submitted prior to the contract award to receive credit towards compliance.

2.4 <u>CONSTRUCTION PHASE REQUIREMENTS</u>

1) EMPLOYMENT PLAN

a. For a redevelopment project undertaken in the Las Vegas Redevelopment Area of the city of Las Vegas (whose population is 500,000 or more), the Employment Plan shall include a description of the manner in which:

i) At least 15 % of all of contractors, subcontractors, vendors and suppliers of the developer are bona fide residents of the area.

ii) The developer/contractor will use best efforts for construction jobs and hire at least 15% of employees who are veterans and other persons of both sexes and diverse ethnicities living within the Area; and

iii) Include an agreement by the developer/contractor to offer and conduct training for the residents described in subsection (i) above or make a good faith effort to provide such training through a program of training that is offered by a governmental agency and reasonably available to the developer or employer.

2) REPORTING REQUIREMENTS

a. A developer/contractor that receives incentives from the Agency for a redevelopment project shall, upon completion of the project and upon request of the Agency, report, in a form prescribed by the Agency, information relating to:

   i) Outreach efforts that the developer/contractor has utilized including, without limitation, information relating to job fairs, advertisements in publications that reach residents of the areas described in NRS 279.6096 and utilization of employment referral agencies; and
   ii) Training conducted for persons hired by the developer and contractors, subcontractors, vendors and suppliers of the developer and the employers within the redevelopment project; and
   iii) The execution of the construction of the redevelopment project, including, without limitation, plans and scope of services.

b. If a developer receives incentives from the Agency for a redevelopment project with a value of $100,000 or less, the developer shall use its best efforts to satisfy the reporting requirements described in section (1) above. If a developer receives incentives from the Agency for a redevelopment project with a value of $100,000 or more, the developer must satisfy the reporting requirements described above.
c. A report to the Agency is due within thirty (30) calendar days after the end of each calendar quarter for the length of the project.
d. In an effort to provide accountability, accuracy and consistency, a standard Agency reporting template has been developed. The templates may be modified by the Agency at any time to ensure uniform and accurate reporting. All exhibit checklists shall be complete with copies of correspondence and advertisements attached to the report.
e. If the developer fails to comply with the requirements of this section:

i) The Agency may refuse to pay all or any portion of an incentive; and

ii) The Agency may require the developer to repay any incentive already paid to the developer in accordance with NRS 279.6098.

2.5

2.6 LONG-TERM BUSINESS PHASE REQUIREMENTS

1) EMPLOYMENT PLAN

a. The Employment Plan shall include a description of the existing opportunities for employment within the area, including, but not limited to;

i) A projection of the effect that the redevelopment project will have on opportunities for employment in the area;

ii) A description of the individuals employed on the project within the Area who also:

(1) are Economically Disadvantaged;

(2) have a Physical Disability ("Disabled");

(3) are members of Racial Minorities;

(4) are Veterans; or

(5) are Women.

b. At least 15% of all jobs created by employers who relocate to the Redevelopment Area are filled by bona-fide residents of the Area.

2) REPORTING REQUIREMENTS

a. A report to the City is due within thirty (30) calendar days after the end of each calendar quarter. The Employment Plan shall be monitored and tracked for twelve (12) months post construction of the redevelopment project.

b. In an effort to provide accountability, accuracy and consistency, a standard Agency reporting template has been developed. The templates may be modified by the Agency at any time to ensure uniform and accurate reporting. All exhibit checklists shall be complete with copies of correspondence and advertisements attached to the report.

c. If the developer fails to comply with the requirements of this section:

i) The Agency may refuse to pay all or any portion of an incentive; and

ii) The Agency may require the developer to repay any incentive already paid to the developer in accordance with NRS 279.6098

2.7 PARTIAL WITHHOLDING OF INCENTIVE

1) If the Agency proposes to provide an incentive to a developer for a redevelopment project, an amount equal to 10% of the amount of the proposed incentive must be withheld by the Agency and must not be paid to the developer until the applicable reporting requirements are satisfied above.
2) If the Agency provides incentives in a form other than cash to a developer for a redevelopment project, the developer shall deposit an amount of money with the A gency equal to 10% of the value of such incentive as agreed upon between the Agency and the developer. If the developer satisfies the reporting requirements, the Agency shall return the deposit required by this subsection to the developer in accordance with NRS 279.6096.
3) Prior to the start of construction, failure to adhere to all of the required program elements, as further described below, will constitute grounds for withdrawal of the entire incentive.

2.8 APPEALS

1) A developer may appeal the refusal of the Agency to pay the amount provided for in NRS 279.6096 to the City of Las Vegas as the legislative body of the community(Agency).
2) In an appeal, the developer has the burden of demonstrating that:
   a. Specific actions were taken to substantially fulfill the requirements of NRS 279.6096;
   b. An insufficient number of significant opportunities for appropriate contractors, subcontractors, vendors or suppliers to perform a commercially useful function in the project existed; and
   c. Use of appropriate contractors, subcontractors, vendors or suppliers as required by NRS 279.6096 would have significantly and adversely affected the overall cost of the project.
3) If the Las Vegas City Council on behalf of the City of Las Vegas finds that the developer's appeal has satisfied the requirements of subsection 2 above, the Agency shall pay the developer the amount provided for in NRS 279.6096.

Procedure for submission and hearing of appeals:

1) Contact the Agency for an appointment to present analysis and to discuss obstacles for meeting the participation requirements or minority participation goals. A staff recommendation will be made and forwarded to the Executive Director of the Agency.
2) The Executive Director will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer may appeal to the Las Vegas City Council on behalf of the City of Las Vegas as the legislative body of the of the Agency.
3) Final decisions regarding the developer's ability to meet the Employment Plan Policy requirements in the applicable agreement shall rest with the Las Vegas City Council.

GRANTEE F

GRANT, BARGAIN AND SALE DEED

Inst #: 20170501-0000827
Fees: $19.00 N/C Fee: $0.00
RPTT: $3468.00 Ex: #
05/01/2017 08:22:49 AM
Receipt #: 3071837
Requestor:
ORT CO OF NEVADA
Recorded By: ANI Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

R.P.T.T.: $3,468.00
APN: 162-07-101-006, 162-07-101-005

Title Order No. 5115034281
Escrow No. 5115034281

WHEN RECORDED MAIL TO:
4545 WEST SAHARA AVE LLC
10608 Umbrella Tree Ct.
Las Vegas, NV 89144

MAIL TAX STATEMENTS TO:
Grantee at address above

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

David J. Willden Trust under The Willden Nevada Gift Trust, dated September 22, 2010, MICHAEL K. WILLDEN, Trustee as to an undivided 50% interest and the Lolita J. Willden Trust under The Willden Nevada Gift Trust, dated September 22, 2010, MICHAEL K. WILLDEN, Trustee as to an undivided 50% interest

hereby GRANT(S), BARGAIN(S), SELL(S) AND CONVEY(S) to

4545 WEST SAHARA AVE LLC, a Nevada limited liability company,

that property in Clark County, Nevada, described as:

See "Exhibit A" attached hereto and made a part hereof.

Dated April 24, 2017

David J Willden Trust under the Willden Gift Trust, dated September 22, 2010

By: ____________________
Dale Warby, Independent Trustee

Lolita J Willden Trust under the Willden Gift Trust, dated September 22, 2010

By: ____________________
Dale Warby, Independent Trustee

State of Nevada
County of Clark

This instrument was acknowledged before me on
4/25/17 by Dale Warby.

Signature of notarial officer

SHEILA ROBERTSON
Notary Public, State of Nevada
Appointment No. 90-1933-1
My Appt. Expires July 19, 2018

ORDER NO. : 5115034281

EXHIBIT A

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

PARCEL I:

That portion of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 7, Township 21 South, Range 61 East, M.D.B. & M., in the County of Clark, State of Nevada, described as follows:

Commencing at the Northeast corner of the Northwest Quarter (NW ¼) of said Section 7; Thence North 89°32'07" West along the North boundary line of said Section 7, a distance of 933.24 feet to the True Point of Beginning; Thence continuing North 89°32'07" West along the North boundary line of said Section 7, a distance of 100.05 feet; Thence South 01°15'31" East 406.20 feet; Thence South 89°51'49" East a distance of 100.03 feet; Thence North 01°15'31" West a distance of 405.63 feet to the True Point of Beginning.

Excepting therefrom that portion as conveyed to Clark County by that certain Grant Deed recorded August 27, 1953, in Book 71 of Deeds, Page 471, Clark County, Nevada Records as Document No. 412353.

Further excepting therefrom that portion as conveyed to the State of Nevada by that certain Order of Condemnation recorded January 30, 1973, in Book 297 of Official Records, Clark County, Nevada Records as Document No. 256871.

PARCEL II:

A non-exclusive easement for vehicular and pedestrian ingress and egress and parking as created by that certain Declaration of Common Area Easements and Signage Agreement recorded July 21, 1999 in Book 990721 of Official Records, Clark County, Nevada Records, as Document No. 00858.

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   162-07-101-006, 162-07-101-005

2. Type of Property
   a)☒ Vacant Land b)☐ Single Fam. Res.
   c)☐ Condo/Twnhse d)☐ 2-4 Plex
   e)☐ Apt. Bldg f) ☐ Comm'l/Ind'l
   g)☐ Agricultural h)☐ Mobile Home
   ☐ Other________________

FOR RECORDER'S OPTIONAL USE ONLY
Book: ________ Page: ________
Date of Recording: ________
Notes:

3. Total Value/Sales Price of Property $680,000.00
   Deed in Lieu of Foreclosure Only (value of property) ( )
   Transfer Tax Value $680,000.00
   Real Property Transfer Tax Due $3,468.00

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section ________
   b. Explain Reason for Exemption: ________

5. Partial Interest: Percentage being transferred: 100%
   The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature ________________ Capacity: Grantor

Signature ________________ Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)
David J Willden Trust under the Willden Gift Trust, dated September 22, 2010 and Lolita J Willden Trust under the Willden Gift Trust, dated September 22, 2010
8641 Canyon View
Las Vegas, NV 89117

BUYER (GRANTEE) INFORMATION
(REQUIRED)
4545 WEST SAHARA AVE LLC
10608 Umbrella Tree Ct.
Las Vegas, NV 89144

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Old Republic Title Company of Nevada
8861 W. Sahara Ave. Suite 120
Las Vegas, NV 89117

Escrow #: 5115034281-CF

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

GRANTEE G
FORM OF
CERTIFICATE OF COMPLETION
(RDA staff will complete this section at a later date)

APN: 162-07-101-005 & 162-07-101-006

Recording Requested by/
Return Documents to/
Mail Tax Statements to:

Executive Director
City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101

CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT

WHEREAS, pursuant to the Owner Participation Agreement (OPA) dated ________________, 2018, and recorded __________________, 2018 in the Office of the Recorder of the County of Clark, Nevada, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency," provided assistance to 4545 W. Sahara Avenue LLC, a Nevada limited liability company, or their permitted assignee(s) hereinafter referred to as the "Developer," for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Grantees "A" and "B", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in the OPA, the Developer shall certify to Agency that all construction and development on the Site has been substantially completed in compliance with the OPA; and

WHEREAS, as referenced in the OPA, Agency shall furnish the Developer with a Certificate of Completion of all construction and development upon the Site, which Certificate shall be in such form as to per it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the Site required by the OPA.

NOW, THEREFORE:

1. The Developer hereby certifies to Agency that all construction on the Site has been completed in compliance with the OPA, including without limitation, the issuance of a certificate of occupancy for the core and shell of the project.

2. Agency agrees and does hereby certify that the construction development on the Site has been fully and satisfactorily performed and completed as required by the OPA.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ______________________________
CHAIR

ATTEST:

____
, Secretary

DEVELOPER

By:__________________________

Name: ______________________

Its: _________________________

By:__________________________

Name: ______________________

Its: _________________________

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on this _____ day of _________________, 20_____, by ___________________________, CHAIR of the City of Las Vegas Redevelopment Agency.

____

Notary Public

STATE OF)
)ss.
COUNTY OF)

This instrument was acknowledged before me, a notary public, on this _____ day of _________________, 20_____, by ___________________________, as ______________________of 4545 W. Sahara Avenue LLC, a Nevada limited liability company.

____
Notary Public

GRANTEE H

DISCLOSURE OF PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. **Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. **Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. **Incorporation**

This Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	Block 2: Description / Subject Matter of Contract
Name: Rhythm Dance Studio & Event Center Address: 4545 W. Sahara Ave, Las Vegas NV 89102	Services for: Dance instruction & social events for students.
Telephone: (702) 301-1091	Project Number: 68136.
EIN or DUNS: 82-1160211	

Block 3: Type of Business
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Nathan Stragee	10603 Umbrella Tree Ct Las Vegas NV 89144	(702) 301-1091
2.	Virginia Cano	" "	(702) 203-6251
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: ____

Date of Attached Document: ____ Number of Pages: ____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

10/26/17
Date

Subscribed and sworn to before me this 26th day of October, 2017

Notary Public

HERON VASQUEZ JR.
Notary Public State of Nevada
No. 11-4072-1
My Appt. Exp. Jan. 5, 2019

GRANTEE I
FAÇADE EASEMENT AGREEMENT

APN: 162-07-101-005, 162-07-101-006

RECORDING REQUESTED BY

CITY OF LAS VEGAS

REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency

495 South Main Street, 6th Floor

Las Vegas, NV 89101

ATTN: Operations Officer

FACADE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 4545 W. Sahara Avenue LLC, a Nevada limited liability company ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into an Owner Participation Agreement dated _____ (the "OPA Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the OPA Agreement.

2. Grantor hereby covenants and agrees for itself, its successors, assigns and every successor in interest (i) to maintain the Property and Façade Easement Area in good condition and repair at all times and (ii) and to keep the Property free from any accumulation of debris or waste materials and to maintain the landscaping required to be planted as part of the Façade Easement in a healthy condition. If at any time the Grantor, or its successors in interest, shall fail (i) to maintain the Property and/or The Façade Easement in good condition and repair at all times and/or (ii) to keep the Property free of debris or waste materials or to maintain said landscaping in a healthy condition, and said conditions in (i) and (ii) are not corrected within ten (10) days after written notice from Grantee, either Grantee or the City may perform the necessary cleanup or landscape maintenance, and the Grantor, or its successors in interest, shall pay such costs as are reasonably incurred for such cleanup or landscape maintenance. The foregoing covenants shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Costs. The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. Release. Upon payment of the Purchase Price, Grantee shall deliver an executed and acknowledged release in recordable form of this Façade Easement in form approved by Grantor which approval shall not be unreasonably withheld by Grantor.

10. The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13. This Façade Easement shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this day of ____________________, 201

GRANTOR

4545 W. Sahara Avenue LLC,
a Nevada Limited Liability company

By:______________________________

Its: ______________________________

____

By:______________________________

Its: ______________________________

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:______________________________

CAROLYN G. GOODMAN

Its: Chair

ATTEST:

____

LUANN D. HOLMES, MMC

Secretary

APPROVED AS TO FORM

____

Counsel to the Agency   Date

ACKNOWLEDGMENTS

STATE OF   )
) ss.
COUNTY OF   )

This instrument was acknowledged before me on the ____ day of _______________, 201 by as of .

____

Notary Public in and for said County and State

STATE OF NEVADA)

) ss.

COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _______________, 201 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

____

Notary Public in and for said County and State

GRANTEE J
FAÇADE MAINTENANCE AGREEMENT

APN: 162-07-101-005, 162-07-101-006

RECORDING REQUESTED BY

CITY OF LAS VEGAS

REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency

495 South Main Street, 6th Floor

Las Vegas, NV 89101

ATTN: Operations Officer

BUILDING FAÇADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of ______________________, 201 , between 4545 W. Sahara Avenue LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark,. State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as _____, Las Vegas, Nevada and currently designated as Assessor's Parcel No. ; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, which faces the western boundary of South Main Street as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Facade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the facade(s) covered by the Facade Easement, legally described in Exhibit "B" attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Facade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Facade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Facade Easement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Facade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements

of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY:	City of Las Vegas Redevelopment Agency c/o Economic And Urban Development 495 S. Main Street, 6th Floor Las Vegas, NV 89101 Attn: Operations Officer

OWNER:

Attn.:

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

   a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

   b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

   c) This writing contains a full, final and exclusive statement of the agreement of the parties.

   d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Facade Easement Deed and execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

    This Agreement pertains to that area of the Property covered by the Facade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Facade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

By: ______________________________ Date: ______________________________

Name:

Title:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: ______________________________ Date: ______________________________

CAROLYN G. GOODMAN

CHAIR

ATTEST:

LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF)

) ss.

COUNTY OF)

This instrument was acknowledged before me on the ____ day of _______________, 201 by as of .

____

Notary Public in and for said County and State

STATE OF NEVADA)

) ss.

COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _______________, 201 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

____

Notary Public in and for said County and State