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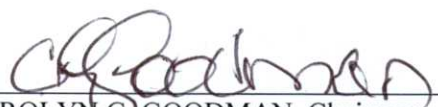
1 that the development of said improvements to the Site are of benefit to the Redevelopment  
2 Area and/or the immediate neighborhood in which the Site is located; and

3 WHEREAS, the Agency has considered the findings that no other reasonable  
4 means of financing the construction of the building, facilities or structures or other  
5 improvements on the Site are available.  
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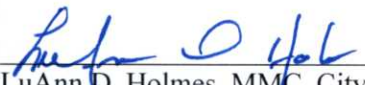
7 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of  
8 the Agency that the OPA is hereby approved and determined to be in compliance with and in  
9 furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the  
10 Chairperson of the Governing Board of the Agency is hereby authorized and directed to  
11 execute the OPA for and on behalf of the Agency, and to execute any and all additional  
12 documents (including any Attachments thereto) and to perform any additional acts necessary to  
13 carry out the intent and purpose of the OPA.  
14

15 THE FOREGOING RESOLUTION was passed, adopted and approved this  
16 2<sup>nd</sup> day of December, 2020.  
17

18 CITY OF LAS VEGAS  
19 REDEVELOPMENT AGENCY

20 By:   
21 CAROLYN G. GOODMAN, Chairman

22 ATTEST:

23   
24 LuAnn D. Holmes, MMC, City Clerk  
25 SECRETARY

26 APPROVED AS TO FORM:

27  11-9-20  
28 Michael C. Niarchos, Counsel Date

EXHIBIT A  
OWNER PARTICIPATION AGREEMENT

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## **OWNER PARTICIPATION AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 2020 by and between the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency") and Lindell Living, 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") or in areas in the immediate vicinity of the Redevelopment Area by providing for the redevelopment of property included within the Redevelopment Area or in the immediate neighborhood of the Redevelopment Area.

(b) Developer has proposed the development of a 144 unit for rent apartment building on the Site, defined below, for senior citizen housing on the Site.

(c) 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.

(d) As part of the development of the Site, Agency is willing to reimburse Developer for certain costs related to the construction of the Development (defined below) on the Site which reimbursable cost are defined herein as "QI" as further set forth herein.

### **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, 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**

(a) The Site is located immediately adjacent to the Redevelopment Area at the SE corner of Lindell Road and West Charleston Boulevard, Las Vegas, Nevada, 89186, APNs 163-

01-501-001 and 163-01-501-002, as shown on the Map of the Site (**Attachment “A”**), and is more particularly described in the Legal Description of the Site (**Attachment “B”**).

(b) Agency and Developer acknowledge that title to the Site has not yet been conveyed to Developer and that title to the Site is currently owned by a member of Developer who is disclosed on the Disclosure of Principals attached to this Agreement as **Attachment F**. Developer agrees that the Agency’s obligations under this Agreement are contingent in all respects upon the entire fee simple title to the Site being conveyed to Developer. Therefore, Developer agrees that in the event either of the following do not occur by December 31, 2020 this Agreement shall automatically terminate and Agency shall have no further liability or obligations under this Agreement: (i) fee simple title to the Site has not been conveyed to Developer and/or (ii) Developer has not provided Agency with a copy of a recorded Grant Bargain and Sale Deed conveying fee simple title to the Site to Developer.

## **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, 6<sup>th</sup> 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 Lindell Living, LLC, a Nevada limited liability company (the “Developer”), whose address is 5055 West Patrick Lane, suite 101, Las Vegas, NV 89118, which is managed by Rodman Jordan, co-owner. 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 ownership of 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. It shall not be unreasonable for Agency to withhold its approval of a proposed assignee if such assignee (1) does not have experience in developing projects of similar size and character at least equivalent to that of the Developer, or (2) does not have the financial strength and resources sufficient to undertake and complete the proposed project and at least the equivalent of the Developer, or (3) does not have a reputation in the community for integrity and reliability.

## 6. The Development

(a) The improvements to be constructed upon the Site shall be as described 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"**. As part of the Development, Developer agrees to install those improvements set forth and described on **Attachment "D"** and referred to herein as the "**QI**" in strict conformance with **Attachment "D"**.

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

(c) Developer hereby represents that the QI Reimbursement is required in order to complete the Development and that there is no other reasonable means of financing the QI Reimbursement. Except for the QI Reimbursement, Developer hereby represents and warrants to Agency that Developer has obtained all other financing and other resources necessary to pay for all costs of the construction and full completion of the Development and QI.

## 7. Reimbursement of QI Costs

(a) Subject to Developer fulfilling the conditions precedent to receiving reimbursement below, Agency agrees to reimburse Developer for the cost of the QI not to exceed Ninety-Five Thousand Dollars (\$95,000.00) toward the costs of the QI (the "QI Reimbursement").

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

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

(ii) all of the QI 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 QI has been paid in full and that there are no outstanding mechanics liens or claims related to the Development and the QI. Such proof shall include, but not limited to, the following: invoices and/or receipts, dated, marked paid and cancelled checks and/or credit card statements showing payment and a title report showing no mechanics liens;

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

(vii) Developer has provided to Agency copies of signed leases for at least 14 apartment units (approximately 10%) of the total units), each of for a term of no less than one (1) year along with Developer's written certification that such copies are true and correct and such leases are in force and effect.

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

(c) Developer agrees that in the event all of the Conditions are not fulfilled by July 31, 2022, 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 QI 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 (with counsel reasonably acceptable to Agency) at its sole cost and expense 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, expenses and/or costs (including reasonable attorneys' fees and court costs) incurred by Agency or City of Las Vegas 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 QI, including, without limitation, any failure of Developer to comply with the Prevailing Wage law.

## **10. Rights of Access**

For the purposes of assuring compliance with this Agreement, representatives of Agency 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 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, sex, religion, sex, age, ancestry or national origin.

### **12. Prohibition Against Transfer of Site, the Buildings or Structures Thereon and Assignment of Agreement**

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, except for preleasing of the apartment units to be constructed as part of the Development. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion with respect to the Site and the payment of the QI to Developer. 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 QI. 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 "F"** 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, 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.

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 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 in a healthy condition. If at any time the Developer, or its successors in interest, shall fail (i) to maintain the Development 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 no later than ten (10) days after receipt of an invoice for such costs. Any amounts not paid when due shall bear interest at eight percent (8%) per annum from the date due. The foregoing covenants shall run with the land.

#### **15. Notices, Demands and Communications Between the Parties**

Formal notices, demands and communications between Agency and Developer shall be sufficiently given if dispatched by reputable overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and Developer as set forth in Sections 5(a) and 5(b) hereof, and shall be deemed given two (2) business days after delivery to a reputable overnight courier for next business day delivery, or five (5) days after delivery to the U.S. Postal Service for delivery by registered or certified mail. Such written notices, demands and communications may be sent in the same manner to such other addressees as either party may 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. Non-liability 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**

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.

## **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 "G"**, 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. Until such time as the Certificate of Completion is issued, Developer shall notify RDA in writing of any material change in the above disclosure within 15 days of any such change.

## **21. Default**

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

- (a) the Developer transfer 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 QI Reimbursement has not been disbursed to the Developer, Agency shall be relieved of the obligation to disburse the QI Reimbursement to Developer.

## **22. Entire Agreement Waivers and Amendments and Counterparts**

This Agreement is executed in 2 duplicate originals, each of which is deemed to be an original. This Agreement **Attachments "A" to "G"**, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of 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. Time for acceptance by agency

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Developer and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Developer.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

**23. Executive Director's Authority.** By the Agency's governing board's approval of this Agreement, the Executive Director of the Agency is hereby granted the authority to grant time extensions under this Agreement, provided, however, that all extensions taken cumulatively shall not exceed eighteen months. Any such extension shall be in the Executive Director's sole

discretion and this Section 23 creates no obligation on the Executive Director to grant any extension.

#### **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 fifteen (15) 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.

EXECUTION BLOCKS ON NEXT PAGE

In witness whereof, Developer and Agency have executed this Agreement as of the date first set forth above. The effective date of this Agreement shall be the date when this Agreement has been signed by Agency.

CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

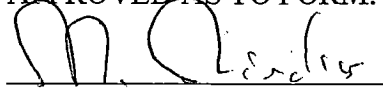
By: \_\_\_\_\_  
CAROLYN G. GOODMAN, Chair

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
LUANN D. HOLMES, MMC  
Secretary

APPROVED AS TO FORM:

 10-27-20  
M. Nease Date

LINDELL LIVING, LLC,  
a Nevada Limited Liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

## ATTACHMENTS

|              |                                       |
|--------------|---------------------------------------|
| Attachment A | Site Map                              |
| Attachment B | Legal Description of Site             |
| Attachment C | Scope of Development                  |
| Attachment D | Description of Qualified Improvements |
| Attachment E | Employment Plan                       |
| Attachment F | Form of Certificate of Completion     |
| Attachment G | Disclosure of Principals              |

ATTACHMENT A  
SITE MAP



**ATTACHMENT B**  
**LEGAL DESCRIPTION OF SITE**

PARCEL I – APN 163-01-501-002

THAT PORTION OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF THE WEST HALF (W ½) OF THE WEST HALF (W ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.B. & M. LYING NORTHERLY OF CHARLESTON HEIGHTS TRACT NO. 34, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 7 OF PLATS, PAGE 87, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED JANUARY 13, 1965, IN BOOK 598 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS AS DOCUMENT NO. 481396.

PARCEL II – APN 163-01-501-001

THAT PORTION OF THE WEST HALF (W ½) OF THE WEST HALF (W ½) OF THE WEST HALF (W ½) OF THE WEST HALF (W ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.B. & M. LYING NORTHERLY OF CHARLESTON HEIGHTS TRACT NO. 34, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 7 OF PLATS, PAGE 87, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

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## **ATTACHMENT C**

### **SCOPE OF DEVELOPMENT**

The Developer is proposing a 144-unit age-restricted independent living senior housing project at the corner of Lindell Drive and West Charleston Boulevard. The project will consist of three buildings with a clubhouse/amenity area within one building. Amenities include an outdoor pool, spa, yoga/pilates studio, kitchen with wine and piano bar, library, business center, fitness room and dog run.

The project will also include improvements to Lindell including sidewalks, storm drain, street lights, curbs, gutters and paving. The Developer will also be installing a bus stop on Charleston. These improvements will be dedicated back to the City of Las Vegas.

**ATTACHMENT D**

**DESCRIPTION OF QUALIFIED IMPROVEMENTS**

Construction will begin January 2021 and will be completed by June 30, 2022.

|                      | <b>LABOR/<br/>MATERIALS</b> | <b>ELIGIBLE</b>   |
|----------------------|-----------------------------|-------------------|
| General              | 1,112,000                   | 0                 |
| Site Improvements    | 2,352,150                   | 2,171,202         |
| Street Improvements  | 609,297                     | 609,297           |
| Concrete             | 816,383                     | 816,383           |
| Masonry              | 255,818                     | 255,818           |
| Metals               | 309,111                     | 309,111           |
| Framing/Carpentry    | 3,609,012                   | 3,609,012         |
| Thermal              | 345,570                     | 345,570           |
| Doors & windows      | 1,613,405                   | 1,613,405         |
| Drywall              | 1,041,406                   | 1,041,406         |
| Lath and Plaster     | 534,886                     | 534,886           |
| Appliances           | 687,479                     | 0                 |
| window treatments    | 119,338                     | 0                 |
| Mechanical           | 1,994,078                   | 1,994,078         |
| Electrical           | 1,565,333                   | 1,565,333         |
| Plumbing             | 1,541,783                   | 1,541,783         |
| Paint                | 521,782                     | 521,782           |
| Roof                 | 330,672                     | 330,672           |
| Flooring/Carpet      | 858,435                     | 858,435           |
| Cabinets             | 550,096                     | 550,096           |
| Misc.                | 145,039                     | 98358             |
| Special Construction | 202,327                     | 0                 |
| <b>Sub total</b>     | <b>21,115,400</b>           | <b>18,994,256</b> |
| Overhead/Profit      | 844,600                     | 0                 |
| <b>Total</b>         | <b>21,960,000</b>           | <b>18,994,256</b> |

**ATTACHMENT E**  
**EMPLOYMENT PLAN**



## **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.

## **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.

## **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.

## **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.

## **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.

## **CONSTRUCTION PHASE REQUIREMENTS**

### **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.

## **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

## **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 Agency 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.

## **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.

**ATTACHMENT F**  
**FORM OF**  
**CERTIFICATE OF COMPLETION**

APN: 139-34-611-050

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

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

**CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT**

WHEREAS, pursuant to the Owner Participation Agreement (OPA) dated \_\_\_\_\_, 2020, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency," provided assistance to Lindell Living, LLC, a Nevada limited liability company, hereinafter referred to as the "Developer," for construction and development of a certain redevelopment project described in the OPA and situated in the City of Las Vegas, Nevada, on that site described on Exhibit A, 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 apartment rental units of the project and such rental units are now legally available for occupancy .

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: \_\_\_\_\_  
Carolyn G. Goodman, Chair

ATTEST:

\_\_\_\_\_  
LuAnn D. Holmes, Secretary

Lindell Living, LLC, a Nevada limited liability  
company

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 Double D Group, LLC, a Nevada limited liability company.

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

## **EXHIBIT A**

### **SITE LEGAL DESCRIPTION**

#### **PARCEL I – APN 163-01-501-002**

THAT PORTION OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF THE WEST HALF (W ½) OF THE WEST HALF (W ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.B. & M. LYING NORTHERLY OF CHARLESTON HEIGHTS TRACT NO. 34, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 7 OF PLATS, PAGE 87, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED JANUARY 13, 1965, IN BOOK 598 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS AS DOCUMENT NO. 481396.

#### **PARCEL II – APN 163-01-501-001**

THAT PORTION OF THE WEST HALF (W ½) OF THE WEST HALF (W ½) OF THE WEST HALF (W ½) OF THE WEST HALF (W ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.B. & M. LYING NORTHERLY OF CHARLESTON HEIGHTS TRACT NO. 34, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 7 OF PLATS, PAGE 87, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

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**ATTACHMENT G**  
**DISCLOSURE OF PRINCIPALS**

## CERTIFICATE DISCLOSURE OF OWNERSHIP/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 or agreement 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 or agreements 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 or agreement.

### 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 or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, 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 or agreement, and/or a withholding of payments due the Contracting Entity.

| Block 1     | Contracting Entity  |
|-------------|---------------------|
| Name        | Lindell Living, LLC |
| Address     | 5055 Patrick Lane   |
|             | Suite 101           |
| Telephone   | 702-901-3183        |
| EIN or DUNS | 84-3006712          |

| Block 2 | Description |
|---------|-------------|
|         |             |

| Block 3                                                       | Type of Business                     |
|---------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Individual                           | <input type="checkbox"/> Partnership |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Trust                                | <input type="checkbox"/> Other:      |

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS  
(CONTINUED)

**Block 4 Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

|    | FULL NAME/TITLE | BUSINESS ADDRESS     | BUSINESS PHONE |
|----|-----------------|----------------------|----------------|
| 1. | Michael Dean    | 5055 W. Patrick Ln   | 702-873-1947   |
| 3. |                 | Suite 101, Las Vegas |                |
| 4. |                 | 89118                |                |
| 2. | Rodman Jordan   | 1984 Alcora Ridge    | 702-901-3183   |
| 6. |                 | Las Vegas, NV 89135  |                |
| 7. |                 |                      |                |

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

**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 \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and sworn to before me this 30<sup>th</sup> day of

July, ~~2019~~ 2020

Pamela Pitcher  
Notary Public

