

AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY (the "ENA") entered into this 3rd day of OCTOBER, 2007, by and between the CITY OF LAS VEGAS (hereinafter "CITY") and the COLLEGE OF SOUTHERN NEVADA, a subdivision of the State of Nevada (hereinafter "CSN"),

WITNESSETH:

WHEREAS, the CITY and CSN entered into a Memorandum of Understanding (MOU) on April 5, 2006 so that CSN could acquire and develop certain real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Site") into a College Northwest Campus, which MOU is due to expire on October 5, 2007; and

WHEREAS, the Parties have been working together pursuant to the MOU and are in the final stages of reaching full accord on the terms of the acquisition and development of the Site by CSN, and therefore desire to execute this ENA in order to continue such negotiations beyond the expiration of the MOU, and to enter into a formal Development Agreement pursuant to NRS 278.0201, which will encompass the parties' final understandings concerning the matter; and

WHEREAS, the Site is located within the boundaries of the CITY, and is leased to the CITY by the Bureau of Land Management ("BLM") in Lease number N-61839 under the Recreation And Public Purposes Act; and additional time is further needed beyond the expiration of the MOU to work with BLM to determine the most efficient approach for the relinquishment of the majority of the Site to CSN for the development of the College Northwest Campus.

NOW, THEREFORE, for and in consideration of the mutual covenants which are

hereinafter contained, the parties do hereby agree as follows:

I. [§100] Negotiations

A. [§101] Good Faith Negotiations

The CITY and the CSN agree for the Negotiation Period set forth below to continue to negotiate diligently and in good faith to prepare a Development Agreement to be considered for execution between the CITY and the CSN, in the manner set forth herein, with respect to the relinquishment by the City of its BLM lease and the development of the Site (less the RTC Parcels referenced below). The CITY agrees, for the period set forth below, not to negotiate with any other person or entity regarding development or relinquishment of the Site, except that the parties agree that, concurrently herewith, the CITY is entering into a Cooperative Agreement with the Regional Transportation Commission of Southern Nevada (RTC) for the relinquishment by the CITY to the RTC of the portions of the Site described in Exhibit's B-1 and B-2 hereto (RTC Parcels). The term "Site" as used after this Section shall therefore refer to the Site described in Exhibit A, less the RTC Parcels described in Exhibit's B-1 and B-2. Upon execution of this ENA by the parties, CSN shall submit to BLM an amended application for a lease of the Site, deleting the RTC Parcels from its prior application.

B. [§102] Negotiation Period

The term of this ENA (hereinafter "Negotiation Period") shall be ninety (90) days from the date of execution of this ENA by the CITY after it has been executed by CSN. If upon expiration of the Negotiation Period, CSN has not signed and submitted the Development Agreement to the CITY, then this ENA shall automatically terminate unless it has been mutually extended by the CITY and the CSN. If the Development Agreement is so signed and submitted by CSN to the CITY on or before expiration of the Negotiation Period, then this

ENA and the Negotiation Period herein shall be extended without further action by the CITY for forty-five (45) days from the date of such submittal during which time the CITY shall take all steps legally necessary to: (1) consider the terms and conditions of the proposed Development Agreement; (2) if appropriate, take the actions necessary to authorize the CITY to enter into the Development Agreement; and (3) execute the Development Agreement.

If the CITY has not executed the Development Agreement by such forty-fifth (45th) day or any extension of such period, then this ENA shall automatically terminate unless the forty-five (45) day period has been mutually extended in writing by the CITY and CSN. The CITY agrees to consider reasonable requests for extensions of time. The CITY Manager is hereby authorized, on behalf of the CITY, to execute any extensions of time under this ENA.

In the event CSN does not negotiate or continue to negotiate diligently in good faith during the term hereof, the CITY shall give written notice thereof to CSN which shall then have ten (10) working days to commence negotiating in good faith. Following the receipt of such notice and the failure of CSN to thereafter commence negotiating in good faith within such ten (10) working days, this ENA may be terminated by the CITY by giving written notice of termination to CSN, which termination shall be effective upon receipt by CSN. In the event of such termination by the CITY, neither party shall have any further rights against or liability to the other under this ENA.

In the event the CITY does not negotiate diligently and in good faith during the term hereof, CSN shall give written notice thereof to the CITY which shall then have ten (10) working days to commence negotiating in good faith. Following the receipt of such notice and the failure of the CITY to thereafter commence negotiating in good faith within such

ten (10) working days, CSN may terminate this ENA by giving written notice thereof to the CITY, effective upon receipt. In the event of such termination by the CSN neither party shall have any further rights against or liability to the other under this ENA.

Upon automatic termination of this ENA at the expiration of the Negotiation Period or any extension thereof, or upon execution by the CITY and CSN of the Development Agreement, then concurrently therewith, neither party shall have any further rights against or liability to the other under this ENA. If the Development Agreement has been executed by the CITY and CSN, the Development Agreement shall thereafter govern the rights and obligations of the parties with respect to the acquisition and development of the Site, and the City's relinquishment of its BLM lease.

II. [§200] Development Concept

The negotiations hereunder shall be based on an implementation concept which shall include the development on the Site of a Northwest Campus for CSN. Design and architecture guidelines will be developed during the negotiation of the Development Agreement, together with the procedure the parties will follow throughout the development process to insure compliance with the Development Agreement.

III. [§300] Consideration

It is anticipated that, pursuant to the Development Agreement, the Site will be relinquished by the CITY to BLM in favor of an application by CSN to acquire the Site from BLM through a lease pursuant to the Recreation And Public Purposes Act, or through an additional Act of Congress, without any monetary consideration from CSN to the CITY. In exchange, CSN is willing to negotiate the Development Agreement with the CITY whereby the CITY's interests in the design and construction of the project will be secured in a manner

acceptable to the CITY.

IV. [§400] Effect of this Development Agreement

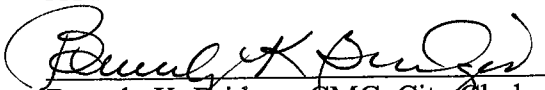
Upon execution hereof by the parties, this ENA shall govern the relationship between the parties in place of all prior agreements and understandings. By its execution of this ENA, the parties are not committing to or agreeing to undertake disposition of any land, or any other acts or activities requiring the subsequent independent exercise of discretion by the governing boards of the CITY or CSN. Execution of this ENA by the CITY and CSN is merely an agreement to continue exclusive negotiations according to the terms hereof, reserving final discretion and approval by the governing boards of the CITY and CSN as to any ultimate Development Agreement which would be binding on the parties thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this ENA to be executed and to become effective on the date set forth above.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:


Beverly K. Bridges, CMC, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 9/26/07
Deputy City Attorney Date

COLLEGE OF SOUTHERN NEVADA


By 
Michael D. Richards
Interim President, CSN

Exhibit "A"

Site Map

Legend

- Street Centerline
- Parcels
- ▨ College of Southern Nevada Site

Facilities Management
Real Estate & Utilities



09/21/2007

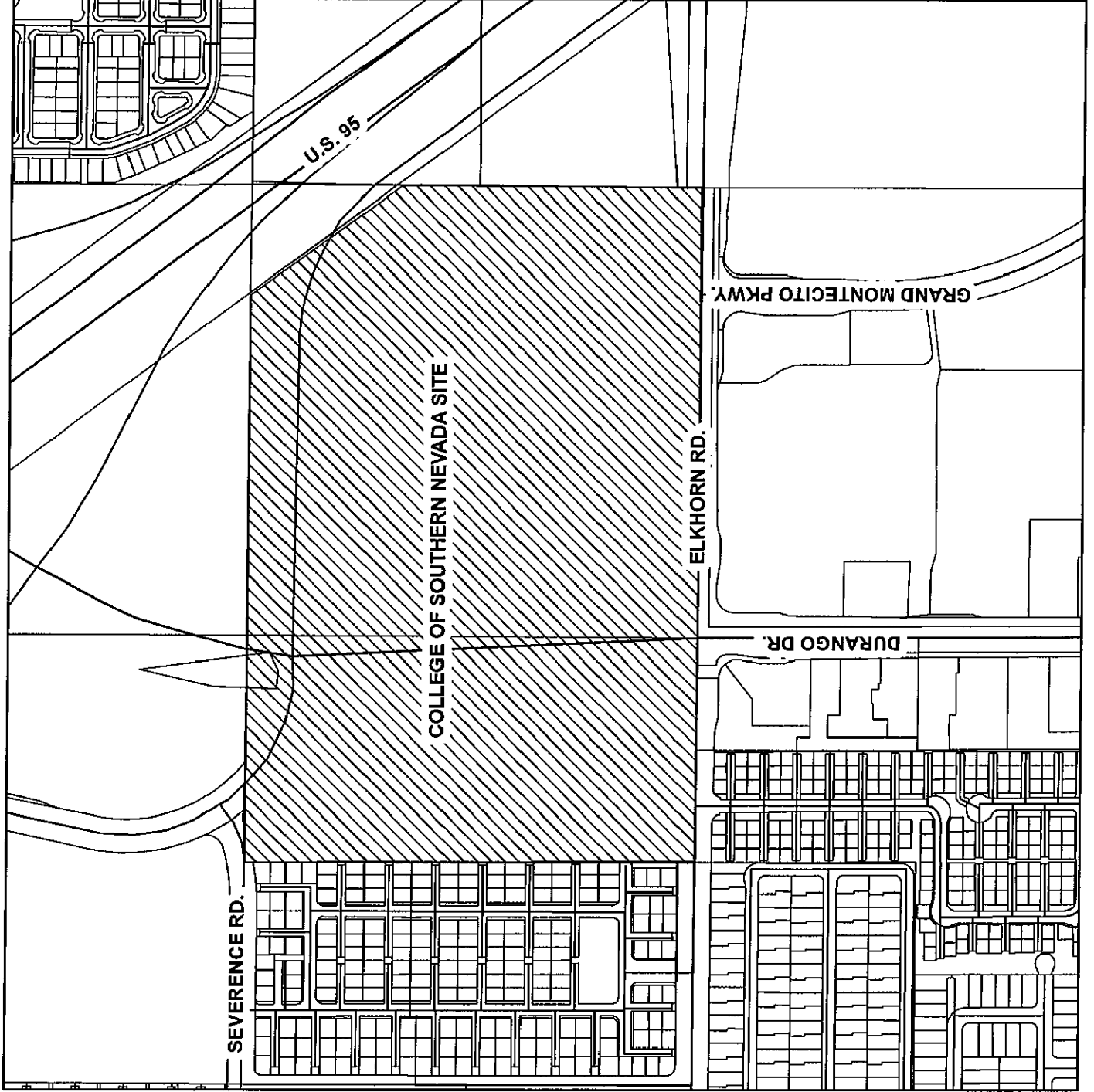
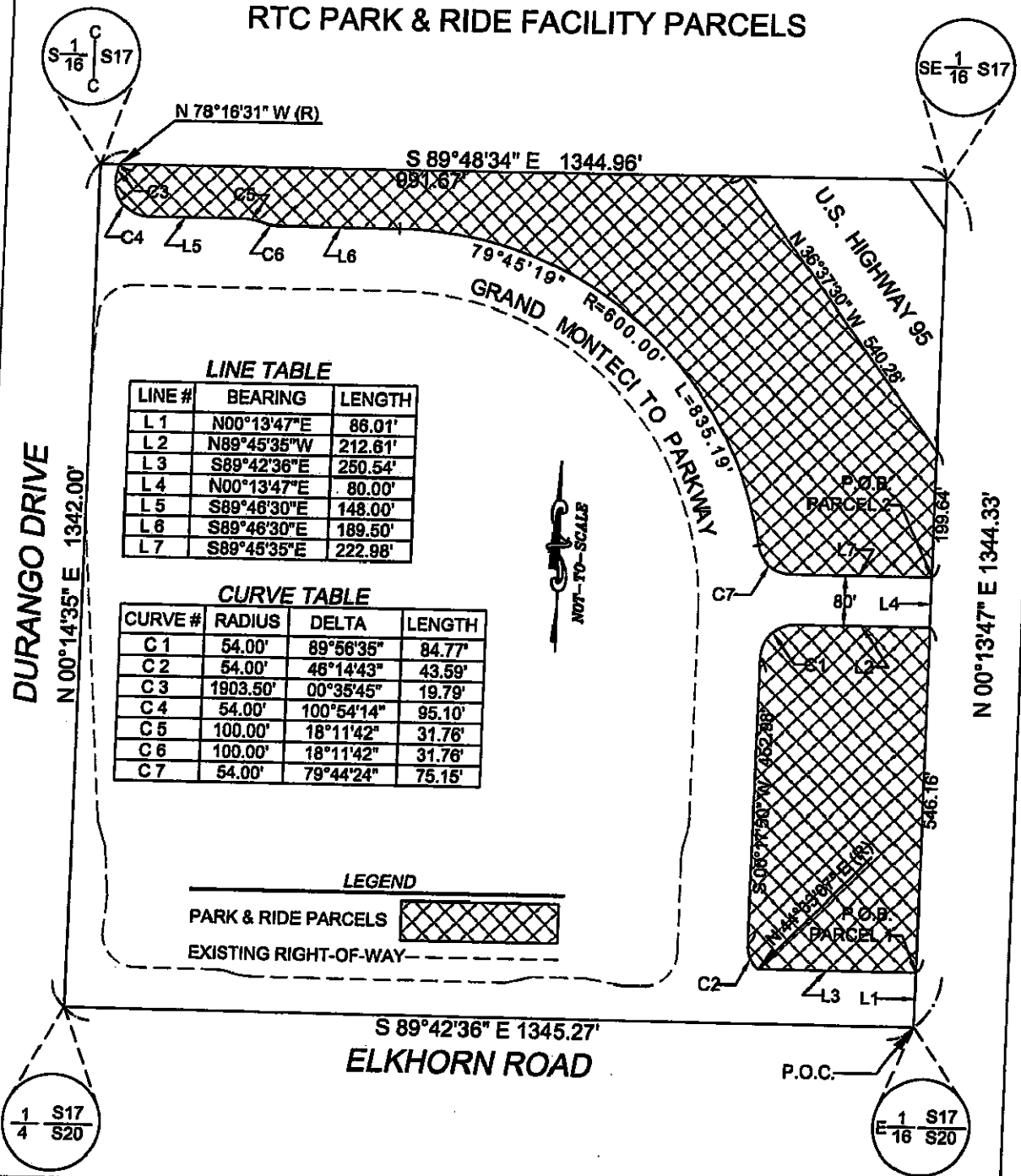


EXHIBIT "B-1"

SW 1/4, SE 1/4, SEC 17, T19S, R60E, MDM
 APN 125-17-801-001
 RTC PARK & RIDE FACILITY PARCELS



LINE TABLE

LINE #	BEARING	LENGTH
L1	N00°13'47"E	86.01'
L2	N89°45'35"W	212.61'
L3	S89°42'36"E	250.54'
L4	N00°13'47"E	80.00'
L5	S89°46'30"E	148.00'
L6	S89°46'30"E	189.50'
L7	S89°45'35"E	222.98'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	54.00'	89°56'35"	84.77'
C2	54.00'	46°14'43"	43.59'
C3	1903.50'	00°35'45"	19.79'
C4	54.00'	100°54'14"	95.10'
C5	100.00'	18°11'42"	31.76'
C6	100.00'	18°11'42"	31.76'
C7	54.00'	79°44'24"	75.15'

LEGEND

PARK & RIDE PARCELS

EXISTING RIGHT-OF-WAY

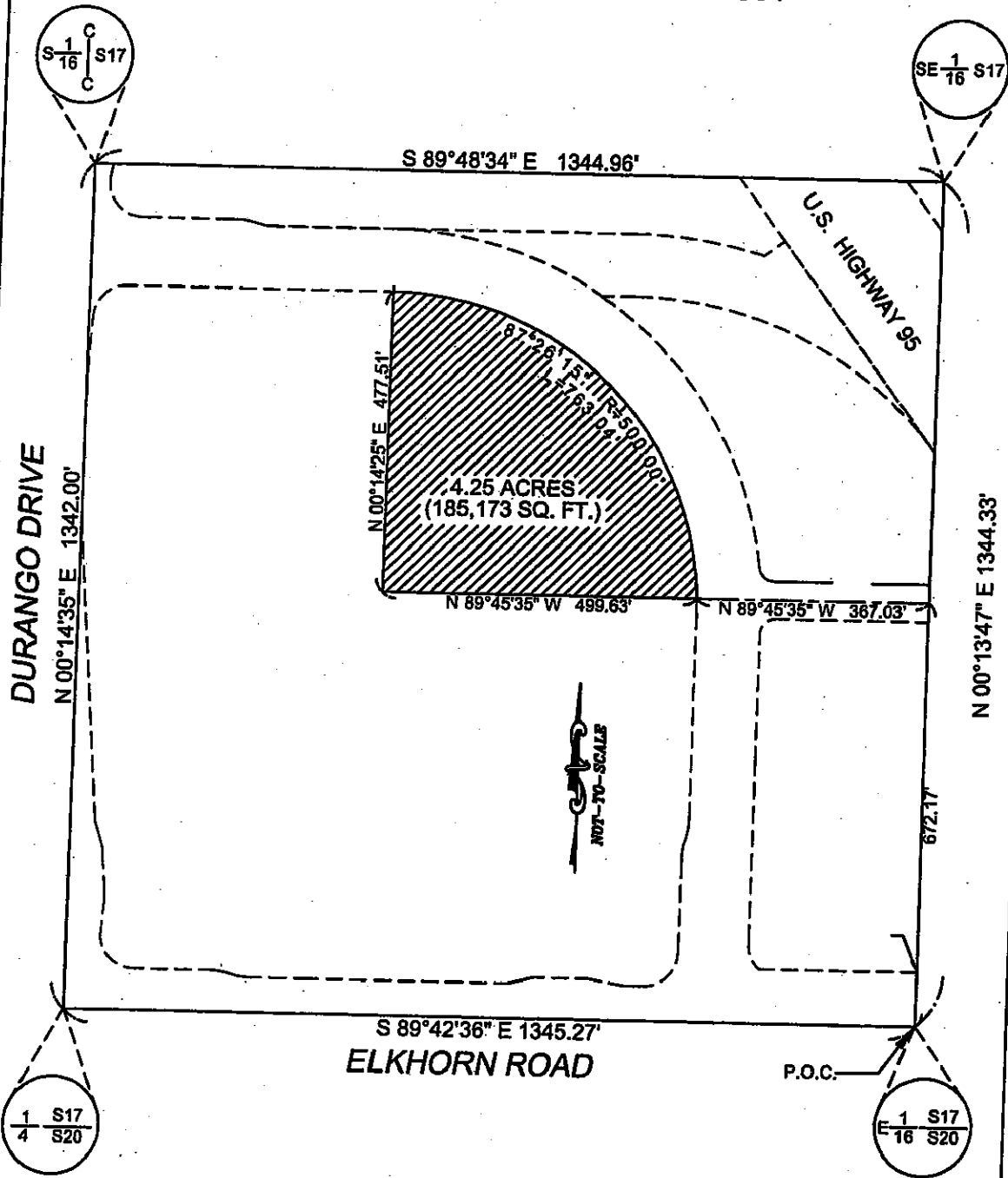
APN 125-17-801-001
 PROJECT NAME: RTC PARK & RIDE FACILITY
 LEGAL DESCRIPTION FILE NAME: ex070910.doc
 MAP EXHIBIT FILE NAME: 125_17_801_001_RTC_PARK&RIDE.dwg

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING PLANNING DIVISION



EXHIBIT "B-2"

SW 1/4, SE 1/4, SEC 17, T19S, R60E, MDM
 A PORTION OF APN 125-17-801-001



APN 125-17-801-001
 PROJECT NAME:
 LEGAL DESCRIPTION FILE NAME: n/a
 MAP EXHIBIT FILE NAME: 125_17_801_001_CCSN.pdf

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING PLANNING DIVISION

