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March 14, 2008

Mr. Flinn Fagg  
City of Las Vegas Planning Department  
731 South 4<sup>th</sup> Street  
Las Vegas, NV 89101

Re: **The Smith Center for the Performing Arts**  
HKS Project No. 10261.000  
**Planning Commission Justification Letter**

Dear Mr. Fagg

The Smith Center for the Performing Arts will be a four-theater complex: a spectacular main theater (Large Hall) seating more than 2,000, an elegant proscenium theater (Small Hall) seating more than 600, and an Education Center containing a flexible Studio Theater/Rehearsal Hall seating 150 and Cabaret Theater seating 299 patrons for performances, rehearsals and community receptions, etc.

The building will be visually striking, timeless, majestic, and built to last for many generations. It will truly be a world-class facility, enabling our community to join the ranks of the great cultural cities of the world. The Smith Center for the Performing Arts will be located downtown—the geographic center of the Las Vegas valley—on 4.75 acres set aside by the city within the 61-acre parcel of undeveloped land formerly owned by the Union Pacific Railroad called Union Park. It is located to the southeast of the “spaghetti bowl,” north of Bonneville Avenue across Grand Central Parkway from the World Market Center. Situated at the center of the 61-acre development and facing onto a central greenbelt currently called Symphony Park, The Smith Center will provide a hub and a heart to the area.

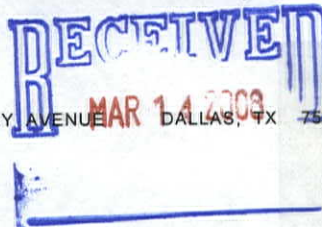
Designed to address the needs of community residents, The Smith Center will offer a blend of performances by international touring attractions and dance companies, local arts organizations, and culturally significant artists from around the world. The finest music, theater and dance—from the greatest orchestras to first-run Broadway shows—will take the stage. In addition, The Smith Center will be a home for artists whose performances represent international cultures and traditions.

The Smith Center consists of 3 buildings: Large Hall, Education Center, and Small Hall. The Large Hall and Education Center, which are being submitted to the Planning Commission at this time, are anticipated to begin construction in the Fall of 2008. The Small Hall portion of the development, including the associated courtyard and alleys, is currently tracking on a different design schedule than the Large Hall and Education Center and will begin construction in the Winter of 2008. The Small Hall will be completed at the same time as the Large Hall and Education Center in the Spring of 2011.

The Planning Commission submittal for March 27<sup>th</sup>, 2008 includes the Large Hall and Education Center. The Large Hall consists of a 2,050 seat multi-purpose auditorium, including associated dressing rooms, back-of-house support spaces and the administrative offices for The Smith Center. At 233,000 square feet, the Large Hall is connected to the Education Center and Small Hall via underground connections at the basement level and will act as the main hub of The Smith Center. The high points of the Large Hall roof include the Carillon “Bell” Tower and the Fly Tower for the Stage. The pinnacle of

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the Carillon Tower is 169'-7" above the sidewalk. The height of the parapet for the Fly Tower for the Stage is 119'-0" above the sidewalk. Both of these tall elements on the Large Hall will be topped with masts that are an additional 20'-0" tall for mounting of a lightning prevention system.

The Education Center consists of a 150 seat Studio Theater/Rehearsal Hall, 299 seat Cabaret Theater, dressing rooms, education offices and classrooms, ground level retail lease space and 5<sup>th</sup> floor lease space for offices. At 71,500 square feet, the Education Center will be connected to the Large Hall via underground connection at the basement level. The high point of the Education Center is the tower element on the north façade of the building measuring 79'-1" from the top of the parapet to the sidewalk. This tall element on the Education Center will be topped with a mast that is an additional 20'-0" tall for mounting of a lightning prevention system.

Exterior materials for the building are noted in the building elevations and include a rose colored Nevada Metaquartzite stone with a Vermillion granite base. Portions of the building will also be clad with an integral color cement plaster in the same color range as the color of the Nevada Metaquartzite. The Fly Tower for the Stage on the Large Hall will be covered in EIFS to match the plaster color. The predominant window vision glass material is a 1" insulated "clear" Low-E glass, with some small areas requiring obscured and spandrel glass to match the vision glass.

Onsite parking will not be provided. Parking for the development will be provided through a shared parking arrangement with the adjacent office buildings as described in the Lease and Operating Agreement between the City of Las Vegas and The Las Vegas Performing Arts Center Foundation. The parking section of this agreement is attached

Thank you for your consideration of this project and feel free to contact us with any questions.

Sincerely,

RJ Reissig

Cc: Myron Martin  
Vicki Dickerson  
Richard Johnston  
Gregory Hoss  
David Bratcher

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**SECTION 9**  
**PARKING FACILITIES AND COMMON AREAS**

9.1 Offsite Parking.

(a) At all times during the Lease Term, Landlord shall provide to Tenant, and to its agents, employees, servants, contractors, tenants, licensees, customers, and business invitees (collectively, the "**Tenant Parties**"), the use of 1,800 parking spaces in Union Park (the "**Parking Facilities**"), provided, however, that in the event Tenant elects to construct the Project in phases, the initial Parking Facilities shall be reduced by 400 parking spaces until such time as the second phase of the development has been completed. At all times during the Lease Term when Landlord or one of its affiliates owns the real property on which the Parking Facilities are located (collectively, the "**Parking Property**"), or any portion thereof, such Parking Facilities, or applicable portion thereof, (i) shall be for the exclusive use of Tenant and the Tenant Parties on weekends and after business hours on weekdays only during events; and (ii) may be used by Tenant and the Tenant Parties in a nonexclusive manner at all other times while the Parking Facilities are open. At all times during the Lease Term when Landlord or one of its affiliates does not own the Parking Property, or any portion thereof, such Parking Facilities, or applicable

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portion thereof, shall be for the nonexclusive use of Tenant and the Tenant Parties on weekends and after business hours on weekdays only during events. The Parking Facilities will be subject to reasonable rules and regulations as Landlord or private parking garage owners, as applicable, may from time to time impose. At all times during the Lease Term, Landlord shall use commercially reasonable efforts to provide the Parking Facilities in a location which is reasonably close in proximity to the front door of the performing arts center. Landlord intends to initially provide the Parking Facilities to Tenant at the location substantially consistent with Exhibit "F" attached hereto ("**Initial Parking Facilities**"). At all times during the Lease Term and during which Landlord or one of its affiliates owns the Parking Property, or any portion thereof, Landlord shall (A) keep and maintain in good order, condition and repair such Parking Facilities; and (B) shall manage, or shall utilize the services of a parking management company to manage, such Parking Facilities located thereon to ensure and enforce the exclusive parking rights granted to Tenant and the Tenant Parties hereby.

(b) During the first five (5) years following the Commencement Date ("**Initial Parking Term**"), Landlord shall provide the Parking Facilities to Tenant and the Tenant Parties at no charge to the Tenant or the Tenant Parties, provided that Tenant does not charge any of the Tenant Parties a fee or charge to use the Parking Facilities. At the end of the Initial Parking Term, Landlord agrees to consider a request from Tenant in its Operating Budget for Landlord to continue to provide the Parking Facilities free of charge for another five (5) year period provided that Tenant again does not charge any of the Tenant Parties a fee or charge to use the Parking Facilities. Following expiration of the Initial Parking Term and in the event that Landlord does not agree to continue to provide the Parking Facilities free of charge, Landlord shall be permitted to charge a fee to the Tenant Parties for use of the Parking Facilities, provided that such charge shall not exceed the reasonable going market rate for parking in downtown Las Vegas, Nevada.

(c) Tenant acknowledges and agrees that Landlord is developing, or causing to be developed, Union Park for other commercial, residential, and entertainment uses. Tenant hereby agrees that as construction on Union Park progresses that Landlord shall have the right to relocate the Parking Facilities to locations on Union Park other than the location identified as the Initial Parking Facilities ("**Substitute Parking Facilities**") so long as the requirements and conditions set forth in subsections (a) and (b) above are satisfied. Landlord agrees to give Tenant no less than ninety (90) days notice prior to any relocation of any Parking Facilities to Substitute Parking Facilities. Tenant acknowledges that the Substitute Parking Facilities may be in the form of surface parking, parking in a structured garage, or a combination thereof. Landlord shall use commercially reasonable efforts to provide the Substitute Parking Facilities at a location which is reasonably close in proximity to the front door of the performing arts center. Tenant agrees that such relocation may require Landlord to charge a fee to Tenant for use of the Substitute Parking Facilities, subject to the terms specified in subsection (b) above.

(d) In the event Landlord relocates City Hall to Union Park at the location currently planned for City Hall, Landlord shall make available to Tenant and the Tenant Parties the parking garage related to or on the City Hall site as Parking Facilities subject to the requirements set forth in this Section. Tenant agrees that nothing contained in this Lease or

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otherwise creates any agreement or obligation whatsoever on the part of Landlord or any department, employee or agent of Landlord to construct City Hall or any other building or project within Union Park.

(c) In the event that Landlord desires to convey or lease the Parking Property, any portion thereof, or any real property on which Landlord intends that the Parking Facilities, or any portion thereof, be located, to a party other than one of Landlord's affiliates, Landlord agrees that such real property will be conveyed or leased, as applicable, subject to a covenant running with such real property requiring the transferee or tenant thereof, as applicable, to provide Tenant and the Tenant Parties with the Parking Facilities and otherwise comply with the terms and provisions of this Section 9 hereof.

9.2 Access to Parking Facilities. In addition, Landlord hereby grants to Tenant and the Tenant Parties a non-exclusive license, at no cost or expense to Tenant or any Tenant Party, to traverse Union Park in order to (a) travel between the Premises and the Parking Facilities along sidewalks and pathways and (b) to drive in, through and out of the Parking Facilities to and from any public street.

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