City of Las Vegas

REDEVELOPMENT AGENCY MEETING AGENDA

CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS – 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
AGENCY MEMBERS: OSCAR B. GOODMAN, CHAIRMAN (At-Large)
GARY REESE, VICE-CHAIRMAN (Ward 3), STEVE WOLFSON (Ward 2)
LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)
March 17, 2010
8:30 AM

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF $5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. Approval of the Final Minutes by reference of the regular Redevelopment Agency meetings of January 20, 2010 and February 3, 2010

4. RA-4-2010 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program (CVIP) Agreement between the City of Las Vegas Redevelopment Agency (RDA) and Vast Holdings, Inc., dba Peter Pan Motel (CVIP Applicant), located at 110 North 13th Street (APN 139-35-310-028) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan, and authorizing the execution of the CVIP Agreement by the RDA (not-to-exceed $50,000 - RDA Special Revenue Fund) - Ward 3 (Reese) [NOTE: This item is related to Council Item 57 (R-18-2010)]

5. RA-5-2010 – Public hearing and possible action regarding a Resolution finding the proposed Sub-Lease and Operating Agreement between the City of Las Vegas Redevelopment Agency and the Urban Chamber of Commerce to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan and approving the Sub-Lease and Operating Agreement for the Las Vegas Business Center at 1951 Stella Lake Street (APN 139-21-313-017) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 58 (R-19-2010)]

6. Report and possible action regarding City of Las Vegas Redevelopment Agency projects currently under contract or negotiation, other projects proposed or under construction within or near the Redevelopment Area, and to provide an overview of programs and initiatives - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

7. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

8. AGENCY MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL AGENCY MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

Facilities are provided throughout City Hall for the convenience of disabled persons. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

City of Las Vegas

Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MARCH 17, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MARCH 17, 2010

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas

Agenda Item No.: **3.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 17, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:

Approval of the Final Minutes by reference of the regular Redevelopment Agency meetings of January 20, 2010 and February 3, 2010

City of Las Vegas

Agenda Item No.: **4.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 17, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT

SUBJECT:
RESOLUTIONS:

RA-4-2010 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program (CVIP) Agreement between the City of Las Vegas Redevelopment Agency (RDA) and Vast Holdings, Inc., dba Peter Pan Motel (CVIP Applicant), located at 110 North 13th Street (APN 139-35-310-028) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan, and authorizing the execution of the CVIP Agreement by the RDA (not-to-exceed $50,000 - RDA Special Revenue Fund) - Ward 3 (Reese) [NOTE: This item is related to Council Item 57 (R-18-2010)]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**

☒ **Budget Funds Available**

Amount: $50,000
Funding Source: RDA Special Revenue Fund
Dept./Division: OBD/RDA

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting Vast Holdings, Inc., dba Peter Pan Motel, with the cost of visual improvements for the commercial property located at 110 North 13th Street. Vast Holdings, Inc., bought the property in 2008 and renovated the interior and exterior of the property. Vast Holdings, Inc., is requesting assistance for the renovation of the existing neon sign. Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval and authorize the Chairman of the RDA to execute all related documents as required, following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
1. Resolution No. RA-4-2010
2. Public Purpose Impact Analysis
3. Site Map

RESOLUTION NO. RA-4-2010

RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND VAST HOLDINGS, INC. D/B/A PETER PAN MOTEL (PARTICIPANT) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE CVIP BY THE AGENCY

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 and on May 17, 2006, by Ordinance 5830 (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, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and

WHEREAS, VAST HOLDINGS, INC. (the "PARTICIPANT") is the owner of real property and improvements located at 110 NORTH 13TH STREET and which parcel is commonly known as APN 139-35-310-028 (the "Site"); and

WHEREAS, VAST HOLDINGS, INC. (the "PARTICIPANT") is the owner of the real property located at 110 NORTH 13^{TH} STREET and is undertaking certain exterior improvements to the property in accordance with the Commercial VIP Program; and

WHEREAS, the Agency 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 Governing Body of the Agency has determined that the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to Participant for making physical, visual improvements to the building on the Site, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION and CVIP AGREEMENT was passed, adopted and approved this ____ day of ________________, 2010.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________________
OSCAR B. GOODMAN, Chairman

ATTEST:

____
BEVERLY K. BRIDGES, MMC
SECRETARY

APPROVED AS TO FORM:

M. Quigley ESQ
______________________________ Date
3-3-10

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _______ day of _______________, 2010, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and VAST HOLDINGS, INC. D/B/A PETER PAN MOTEL. ("Owner")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of $50,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended.

Said 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.

SECTION 2: PARTIES TO THE AGREEMENT. The 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 principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of fifty thousand dollars (**$50,000.00**) for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency 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.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner 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 of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 90 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the 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 Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. 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.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, 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. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner 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. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on ______________________, 2010 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_________________________, 2010

By: ______________________________

OSCAR B. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:

____

Counsel to the Agency Date

ATTEST:

____

BEVERLY K. BRIDGES, MMC
Secretary

VAST HOLDINGS, INC.

By: ______________________________

BROOKE BEDSON
Its: President

LIST OF ATTACHMENTS

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK NINE (9) OF LADD ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 2 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

More Commonly known as: 110 North 13th Street, Las Vegas, Nevada

ATTACHMENT 2

Proof of Ownership

20080229-0003880

Fee: $16.00 RPTT: $9,843.00
N/C Fee: $0.00

02/29/2008 14:44:44
T20080035179
Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Debbie Conway STN
Clark County Recorder Pgs: 3

A.P.N.: 139-35-310-028

File No: 105-2349704 (KLK)

R.P.T.T.: $9,843.00 C

When Recorded Mail To: Mail Tax Statements To:
Vast Holdings, a Nevada corporation
4205 W Tompkins #6
Las Vegas, NV 89103

61

GRANT, BARGAIN and SALE DEED

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

First American Exchange as Qualified Intermediary for Sharon E. Nuno

do(es) hereby *GRANT, BARGAIN and SELL* to

Vast Holdings, a Nevada corporation

the real property situate in the County of Clark, State of Nevada, described as follows:

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK NINE (9) OF LADD ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 2 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Subject to

1. All general and special taxes for the current fiscal year.

2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 02/20/2008

Sharon E. Nuno
Sharon E. Nuno

STATE OF NEVADA)
: ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on
February 28, 2008 by
Sharon E. Nuno.

Notary Public
(My commission expires: 3/19/09)

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
K. KISSANE
Appt. No. 93-0952-1
My Appt. Expires March 19, 2009

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated 02/28/2008 under Escrow No. 105-2549707

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a) 139-35-310-028
   b)
   c)
   d)

61

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
   i) ☐ Other

FOR RECORDERS OPTIONAL USE	
Book ______	Page: ______
Date of Recording:	
Notes:	

3. Total Value/Sales Price of Property: $1,930,000.00
   Deed in Lieu of Foreclosure Only (value of property) ($)
   Transfer Tax Value: $1,930,000.00
   Real Property Transfer Tax Due $9,843.00

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per 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: Sharon E Nuno Capacity: Seller
Signature: [illegible] Capacity: Buyer

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Sharon E. Nuno	Print Name: Vast Holdings, a Nevada corporation
Address: 39119 North Shore DR	Address: 4205 W Tompkins #6
City: Fawnskin P.O.Box 327	City: Las Vegas
State: CA Zip: 92333	State: NV Zip: 89103

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

Print Name: First American Title Insurance Company File Number: 105-2349704 KLK/KLK
Address 8350 West Sahara Ave., Ste 110
City: Las Vegas State: NV Zip: 89117

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

3880

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the westerly building face adjoining the North 13th Street right-of-way and the northerly, southerly and easterly boundaries of the property, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency..

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: <u>139-35-310-028</u>

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, <u>VAST HOLDINGS, INC.</u> ("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 a Commercial Visual Improvement Agreement and Grant of Facade Easement dated ______________________ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed 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 Deed.

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 Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. 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. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed 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 Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed 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 Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration 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 Deed as of this _____ day of ______________________________, ____________.

VAST HOLDINGS, INC.

By:____
BROOKE BEDSON

Its: PRESIDENT
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

____
BEVERLY K. BRIDGES, CMC
Secretary

APPROVED AS TO FORM

____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of ______________, 2010 by BROOKE BEDSON as PRESIDENT.

____
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 ______________, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK NINE (9) OF LADD ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 2 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

More Commonly known as: 110 North 13th Street, Las Vegas, Nevada

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the westerly building face adjoining the North 13th Street right-of-way and the northerly, southerly and easterly boundaries of the property, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $50,000 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$50,000.00
Anytime during second year:	$40,000.00
Anytime during third year:	$30,000.00
Anytime during fourth year:	$20,000.00
Anytime during fifth year:	$10,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-35-310-028

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of ____________________, 20___, between VAST HOLDINGS, INC. 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 110 NORTH 13TH STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.139-35-310-028; 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 westerly building face adjoining the North 13th Street right-of-way and the northerly, southerly and easterly boundaries of the property and other public areas, including all exterior wall planes, window, doors, fascias, awnings, 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 Façade 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 façade(s) covered by the Façade 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 Façade 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 Façade 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 Façade 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 Office of Business Development, 400 Stewart Avenue, 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 Façade 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 latchsets 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, it's 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
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: BROOKE BEDSON
4205 West Tompkins Avenue, #6
Las Vegas, NV 89103

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 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade 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 Façade 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 Façade 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 Façade 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: BROOKE BEDSON
Title: PRESIDENT

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

By: ______________________________ Date: ______________________________
OSCAR B. GOODMAN
CHAIRMAN

ATTEST:

____
BEVERLY K. BRIDGES, CMC
Secretary

APPROVED AS TO FORM:

____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of ______________, 2010 by BROOKE BEDSON as PRESIDENT.

____
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 ______________, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK NINE (9) OF LADD ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 2 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

More Commonly known as: 110 North 13th Street, Las Vegas, Nevada

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the westerly building face adjoining the North 13th Street right-of-way and the northerly, southerly and easterly boundaries of the property, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. **Repair and Renovation of existing Neon sign**	**$15,632.00**
TOTAL ESTIMATED PROJECT COSTS	**$15,632.00**
Estimated CVIP Grant	$7,816.00

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work should be complete within 90 – 120 days, depending on contractor's work schedule/work load.

VIP Disclosure of Ownership/Principals

ATTACHMENT 6

Please Print Legibly

VIP Contracting Entity Information

Name ~~Brooke Bedson~~ Vast Holdings, Inc.

Mailing Address 110 N. 13th St.

Business Phone 383-8772

Tax ID or Social Security Number 26-2010777

Ownership Interest

Estate in Severalty ✓ Tenancy in Common______ Joint Tenancy______

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Brooke Bedson	110 N. 13th St.	382-7363

Additional Ownership/Principals

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*:________

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document ______________________________

Date of Attached Document ______________________________

Number of Pages ________

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature [signature]

Date 2/16/10

State of Nevada
County of Clark

This instrument was acknowledged before me on

February 16, 2010 (date) by

Brooke Bedson (name of person)

[signature]
Notary Public

JOANN CROLLI
Notary Public State of Nevada
No. 02-79131-1
My appt. exp. Sept. 18, 2010

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Brooke Bedson, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Peter Pan motel, a company duly organized in the State of Nevada as a Vast Holdings, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 110 N. 13th St ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on ____________________.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☐
   b. Create jobs or other business opportunities for nearby residents; ☑
   c. Increase local revenues from desirable sources; ☑
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☑ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. BB (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. BB (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. BB (initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. BB (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 16 day of February, 2010.

Authorized Signature: Brooke Bedson

SIGNED AND SWORN TO before

me this 16 day of February, 2010, by Brooke Bedson.

NOTARY PUBLIC
My Commission Expires:

JOANN CROLLI
Notary Public State of Nevada
No. 02-79131-1
My appt. exp. Sept. 18, 2010

JoAnn Crolli

Public Purpose/Impact Analysis

City Council/Redevelopment Agency Meeting
March 17, 2010

Title of Project: Commercial Visual Improvement Agreement (CVIP) between the LV Redevelopment Agency and Vast Holdings, Inc. (Peter Pan Motel) (CVIP Participant) (110 North 13th Street)

Project Description: Renovation of existing neon sign

Sponsor/Developer: Vast Holdings, Inc. (CVIP Participant)

Assistance Provided by: Redevelopment Agency. Total project cost is approximately $15,632. Agency will reimburse the CVIP applicant on a 1:1 basis for pre-approved qualified exterior improvements. The Agency will reimburse the CVIP applicant up to a maximum of $7,816.00.

Number of Direct Jobs Created: N/A

Number of Indirect Jobs Created: N/A

Number of Direct Jobs Retained: N/A

Pertinent Statutes Used for Public Purpose:

In accordance with NRS 279.486, the CVIP applicant has submitted a signed and notarized Participant Affidavit and Employment Plan which states that without the Redevelopment Agency's assistance, the proposed project would not be completed to a level that would be beneficial to the redevelopment area and the surrounding neighborhood. Any potential job creation opportunities will be advertised within the surrounding neighborhoods for qualified applicants.

How Does the Project Benefit the Public:

Vast Holdings, Inc. d/b/a Peter Pan Motel bought the property/business in 2008. The new owner worked with city staff to bring the property up to current building and safety codes. The cost for interior and exterior renovations exceeded $1.5 million dollars and employed local businesses and residents.

This property was built and the Peter Pan Motel opened in 1963. Additionally, this project is near another VIP project that was completed on Fremont Street in 2007, the USA Hostel. The City and Redevelopment Agency are focusing financial and staff resources to the continued development of this area as a destination for local residents and visitors to downtown Las Vegas.

This project will help stabilize and increase positive economic activity within the surrounding neighborhood and will be a catalyst for additional businesses to participate in the CVIP Program.

Quantitative Economic Benefits:

Approximately $1.5 million was spent to bring the property up to current codes and to renovate the interior rooms and exterior of the property. Local contractors and were employed to complete those renovations.

Private Investment**:**

Applicant will be funding this project cost of approximately $15,632 through cash on hand.

Public Investment:

The CVIP program requires a 1:1 match from the applicant for all pre-approved exterior improvements.

Total Direct Economic Impact:

Not Applicable

Total Indirect Economic Impact:

Not Applicable

Economic Impact Study Performed: Yes ☐ No ☒

Return on Investment Analysis Performed: Yes ☐ No ☒

SITE MAP – PETER PAN MOTEL
(110 North 13th Street)

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 17, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT

SUBJECT:
RESOLUTIONS:

RA-5-2010 – Public hearing and possible action regarding a Resolution finding the proposed Sub-Lease and Operating Agreement between the City of Las Vegas Redevelopment Agency and the Urban Chamber of Commerce to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan and approving the Sub-Lease and Operating Agreement for the Las Vegas Business Center at 1951 Stella Lake Street (APN 139-21-313-017) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 58 (R-19-2010)]

Fiscal Impact

- [x] **No Impact**
- [ ] **Augmentation Required**
- [ ] **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The City of Las Vegas Redevelopment Agency (Agency) proposes to lease from the City of Las Vegas, the Las Vegas Business Center (LVBC) in order to establish a business incubator that will facilitate the establishment of new commercial enterprises, as well as to encourage the retention, support and expansion of existing commercial enterprises within the Redevelopment Area. The Urban Chamber of Commerce (UCC) desires to sub-lease office space in the LVBC in return for providing receptionist, mentoring, and administrative services to business incubator occupants.

RECOMMENDATION:
Approval of the form of Sub-Lease and Operating Agreement between the Agency and the UCC, as well as authorization for the Agency's Chairman to execute said Sub-Lease and Operating Agreement.

BACKUP DOCUMENTATION:
1. Resolution RA-5-2010
2. Sub-Lease and Operating Agreement between the City of Las Vegas Redevelopment Agency and the Urban Chamber of Commerce for the Las Vegas Business Center
3. Site Map

RESOLUTION NO. RA-5-2010

RESOLUTION FINDING THE PROPOSED SUB-LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND THE URBAN CHAMBER OF COMMERCE TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND APPROVING THE SUB-LEASE AND OPERATING AGREEMENT

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 and on May 17, 2006, by Ordinance 5830 (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, the Agency leases certain real property that is located at 1951 Stella Lake Street in the City of Las Vegas, and identified with parcel number APN 139-21-313-017, commonly known and referred to as the "Las Vegas Business Center," (hereinafter "LVBC"); and

WHEREAS, NRS 279.470 authorizes the Agency to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed of trust or otherwise or otherwise dispose of any real or personal property or any interest in property; and

WHEREAS, Urban Chamber of Commerce (hereinafter the "Sub-Lessor") has expressed a willingness to sub-lease the LVBC; and

WHEREAS, the parties desire to set forth in the Sub-Lease and Operating Agreement the terms and conditions of such sub-lease of office space by Sub-Lessor in return for Sub-Lessor providing receptionist and mentoring services to new and existing commercial enterprises at the LVBC (hereinafter "Business Incubator") in order to facilitate the establishment of new commercial enterprises, as well as, to encourage the retention, support and expansion of existing commercial enterprises within the Redevelopment Area; and

WHEREAS, the LVBC contains approximately 5,171 square feet of office space ideally suited for the operation of the Business Incubator; and

WHEREAS, the Agency has determined that the establishment and operation of the Business Incubator will be of benefit to the Redevelopment Area because the Sub-Lessor's operation of the Business Incubator is likely to (1) encourage the creation of new business; (2) create jobs or other business opportunities for nearby residents; (3) increase local revenues (property tax revenue, business tax revenue and sales tax revenue) from desirable sources; and, (4) increase levels of human activity in the area around the project; and

WHEREAS, the Governing Body of the Agency has determined that the Sub-Lease and Operating Agreement (the "Agreement), will provide the opportunity for the establishment of new commercial enterprises, as well as, to encourage the retention, support and expansion of existing commercial enterprises within the Redevelopment Area, which is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan, and the Chairperson of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION was passed, adopted and approved this ____ day of _________________, 2010.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________________
OSCAR B. GOODMAN, Chairman

ATTEST:

____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

V. Pinsicallo 3/1/10
Date

SUB-LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND THE URBAN CHAMBER OF COMMERCE FOR THE LAS VEGAS BUSINESS CENTER

THIS SUB-LEASE AND OPERATING AGREEMENT, (hereinafter "Sub-Lease") is made and entered into this ____ day of ______________, 2010, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (hereinafter "Agency" or "Sub-Lessor") and URBAN CHAMBER OF COMMERCE ("Sub-Lessee").

WITNESSETH:

WHEREAS, the City of Las Vegas owns the real property and improvements located thereon at 1951 Stella Lake Street in Las Vegas, Nevada, commonly known and referred to as the "Las Vegas Business Center" ("LVBC") whose location is depicted on the Site Map, Exhibit "A" attached hereto; and

WHEREAS, in accordance with Nevada Revised Statutes ("NRS") Chapter 279.470, Sub-Lessor will sub-lease the LBVC from the City of Las Vegas to encourage the creation of new businesses, jobs or other business opportunities for nearby residents; and,

WHEREAS, the LVBC is located in the Redevelopment Area and is ideally suited for the operation of a business incubator and sub-leasing of light industrial/office space to encourage the creation of new businesses, jobs or other business opportunities for nearby residents; and,

WHEREAS, Sub-Lessor will in turn lease suite numbers 14, 15 and 25 which total approximately 623 square feet for One Dollar ($1.00) per month in the LVBC to Sub-Lessee and, in lieu of fair market value rent, Sub-Lessee will provide general office administration, building management, training and mentoring services and certain performance requirements as set forth in the Sub-Lease; and,

WHEREAS, the City of Las Vegas ("City") and Sub-Lessee were previously under a Disposition and Development Agreement dated March 17, 2004 ("DDA") to construct and operate a multi-use business incubator and business services center ("Project") in the Las Vegas Enterprise Park ("LVEP"); and,

WHEREAS, the City previously conveyed fee simple title to a 3.34 acre parcel in LVEP ("Site") to Sub-Lessee for the Project; and,

WHEREAS, Sub-Lessee was unable to begin construction of the Project due to a shortfall in the construction budget prior to the expiration of the DDA; and, WHEREAS, Sub-Lessee has conveyed title to the Site back to the City due to the expiration of the DDA and as a condition precedent to Lessor entering into this Sub-Lease with Sub-Lessee;

NOW, THEREFORE, in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties agree as follows:

1. **LEASE OF PREMISES.**

Sub-Lessor hereby leases to Sub-Lessee, and Sub-Lessee hereby leases from Sub-Lessor, approximately 623 square feet of office space located in the front of the building of the LVBC consisting of suite numbers 14, 15 and 25 (the "Premises") in accordance with the provisions of this Sub-Lease, as more fully depicted on the Premises - Floor Plan, Exhibit "B", attached hereto.

Sub-Lessor and Sub-Lessee agree that Sub-Lessee may request to lease additional square footage in the LVBC at the going market rate (triple net) at that time of said request during the term of the Sub-Lease.

2. **COMMENCEMENT DATE.**

The "Commencement Date" and effective date of this Sub-Lease shall be the date this Sub-Lease is approved by the City of Las Vegas Redevelopment Agency Board ("Agency Board").

3. **RENT.**

a. Sub-Lessee agrees to pay Sub-Lessor, at such place as Sub-Lessor may designate, without prior demand there for and without any deduction or setoff whatsoever, except as provided herein, the sum of One Dollar ($1.00) per month. The Lessee's obligation to commence paying rent shall start on the Commencement Date as set forth above.

b. During the first six months, Sub-Lessor and Sub-Lessee will meet on a monthly basis to develop a plan for the financial management of the LVBC.

4. **USE.**

Sub-Lessee shall use the Premises solely for:

a. Conducting its business to support and encourage the local business community and provide related services under the trade name: Urban Chamber of Commerce.

b. General office administration, building management, training and mentoring for the LVBC as follows:

i. Answering telephone, recording telephone messages, making appointments, stocking copiers and fax machines with paper, and greeting and directing walk-ins at the facility.

ii. Scheduling, coordinating, and managing conference room calendar and related activities.

iii. Maintaining a professional office and common area appearance.

iv. Managing common area maintenance.

v. Providing call service for office equipment maintenance.

vi. Providing call service for any exterior maintenance concerns.

vii. Operating the LBVC facility during the business week- Monday through Friday, during the hours of operations, 8 A.M. to 5 P.M.

viii. Mentoring services for the Center;

(1) Services provided by the Urban Chamber to include training programs, workshops, lectures and special events in cooperation with area education institutions, business development agencies, corporations, non-profit entities, and Urban Chamber members, in an effort to support the mission of the LVBC and the Urban Chamber of Commerce.

(2) Services provided by others through the Urban Chamber to include training programs, workshops, lectures and special events in cooperation with area education institutions, business development agencies, corporations, non-profit entities, Urban Chamber members, in an effort to support the mission of the LVBC and the Urban Chamber of Commerce.

Sub-Lessee shall not use or permit the Premises to be used for any other purposes except with the written consent of Sub-Lessor.

5. **TERM OF LEASE.**

Unless earlier terminated in accordance with Section 39 and subject to the Option Period provision contained in Section 7 below, this Sub-Lease shall be for a term of five (5) years ("Term"), beginning, on the Commencement Date, as defined in Section Three, and ending five (5) years thereafter ("Expiration Date").

6. **PERFORMANCE REQUIREMENTS AND TRANSITION TO THE URBAN CHAMBER.**

During the initial five (5) year term the Agency and Sub-Lessee will develop a performance program that will culminate in the transition of responsibilities of the Las Vegas Business Center and Incubator and the facility from the Agency to the Sub-Lessee (the "Performance Period").

An outline of the transition will be as follows (collectively the "Performance Threshold"):

a. During the first six (6) months, Sub-Lessee will develop a draft Business Plan for their operations at the Premises.

b. The Business Plan will outline goals and timetable for achieving those goals.

c. During the first six (6) months, on a monthly basis the Agency will meet with the Sub-Lessee to review the development of the Business Plan.

d. Once the Business Plan is completed and approved, the Agency and the Sub-Lessee will meet on a quarterly schedule to review the actual progress of the Performance Thresholds, including reviewing the Sub-Lessee's new responsibilities for transition as follows:

i. Working with clients on mentoring needs.
ii. Working with mentoring providers.
iii. Enlisting mentoring service providers.
iv. Marketing the LVBC/Incubator and services & programs.
v. Programming mentoring services.
vi. Monitoring LVBC and Incubator tenants progress.
vii. CDBG/EDA Compliance reporting.
viii. Tenant recruiting.
ix. Tenant counseling.
x. Sub-leasing of light industrial, office and virtual spaces.

7. **OPTION PERIOD**.

Should Sub-Lessee achieve the Performance Threshold during the Performance Period and it is not in default of any other provision of this Sub-Lease, Sub-Lessee will be entitled to the right to request a new lease from Sub-Lessor, for a term of five (5) years ("Option Period") with one additional five (5) year term option ("Additional Option Period").

The granting of a new lease to Sub-Lessee for the Option Period will be at the sole discretion of the Agency Board at the time of Sub-Lessee's request for a new lease, which approval shall not be unreasonable withheld.

8. **COMMON AREA**.

Sub-Lessor, without any offset in rent or other compensation to Sub-Lessee, reserves the right to access and use Suite No.30, designated on the Common Area – Floor Plan, Exhibit "C-2", as follows:

a. Unrestricted access and exclusive use of the portion of the Common Area designated as "Storage".

b. Unrestricted access and shared use of the portion of the Common Area designated as "Training Center".

9. **POLICIES AND PROCEDURES**.

Within six (6) months following the Commencement Date, Sub-Lessee will develop and implement policies and procedures for the operation of a business incubator and property management of the office/light industrial space at the Premises ("Policies and Procedures"). Said Policies and Procedures shall include but, are not limited to, sublease and/or license agreements for the Premises. Sub-Lessor will have the right to review and approve all Policies and Procedures adopted by Sub-Lessee.

10. **APPOINTMENT OF TENANT REVIEW SUB-COMMITTEE.**

The Agency, and Sub-Lessee, shall initially, along with the City, appoint a Tenant Review Sub-Committee for the LVBC which shall consist of not less than three (3) persons consisting of at least the following: one member from the City or its designated representative, one from the Agency or its designated representative and one from the Sub-Lessee or its designated representative. The City, Agency and Sub-Lessee shall each retain the right to appoint or replace its representative member of the Tenant Review Sub-Committee throughout the term of the Sub-Lease.

11. **APPROVAL AND CONFORMITY OF INCUBATOR TENANTS.**

The Tenant Review Sub-Committee shall be responsible for reviewing prospective tenant applicants and determining which tenants will be eligible for the incubator program at the LVBC based upon the following, but not limited to, criteria:

a. Developed Business Plans.

b. Compliance with the City's Business Licensing.

c. Compliance with the City's Zoning Code.

Upon conformity to the above criteria and other criteria for tenants at the LVBC, each business tenant, on a case by case basis, shall, at the reasonable discretion of the Tenant Review Sub-Committee, be granted or denied acceptance into the incubator program at the LVBC.

12. **ANNUAL NON-APPROPRIATIONS CLAUSE**.

The payment of any operating costs subsidy by Sub-Lessor will be subject to an annual budget approval by the Agency Board, as well as, the availability of Agency funds.

13. **PREVAILING WAGE AND EMPLOYMENT PLAN REQUIREMENTS**.

Sub-Lessee acknowledges and agrees that:

a. The Premises are being leased to it in accordance with the Agency's powers pursuant to Nevada Revised Statutes (NRS) Chapter 279. As such, pursuant to NRS 279.500(2) any construction or renovation work done to Premises on behalf of Sub-Lessee will be subject to the provisions of NRS 338.010 to 338.090, inclusive, requiring the payment of prevailing wages, to the same extent as if the Agency had awarded the contract for the construction.

b. Prior to its execution of this Sub-Lease, Sub-Lessee has submitted to the Agency an Employment Plan that meets the requirements of NRS 279.482, as well as, the Employment Plan Policies and Procedures of the Agency (hereinafter the "Employment Plan").

c. Sub-Lessee will fully comply with all provisions of the Employment Plan, attached hereto as Exhibit "D".

14. **ECONOMIC DEVELOPMENT ADMINISTRATION DEED COVENANT**.

To the extent applicable to the Sub-Lessee's use of the Premises, Sub-Lessee acknowledges and agrees to fully comply with any all use restrictions for the Premises contained in the COVENANT OF PURPOSE, USE AND OWNERSHIP dated June 30, 1997 between the City of Las Vegas and the Economic Development Division, United States of America recorded July 2, 1997 in Book 970702 as Document No. 00649, Clark County Records, Nevada, a copy of which is hereto attached as Exhibit "E".

15. ECONOMIC DEVELOPMENT ADMINISTRATION AND U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REQUIREMENTS.

The construction of the LVBC by the City of Las Vegas was funded, in part, using grant funds from the Economic Development Administration (hereinafter "EDA") and the U.S. Department of Housing and Urban Development (hereinafter "HUD"). As a consequence of using EDA and HUD grant funds to construct the LVBC, the City is obligated by Federal law to comply with use restrictions and reporting requirements (hereinafter "Federal Grant Requirements") for as long as it owns the LVBC as further disclosed in the Federal Grant Requirements, Exhibit "F", attached hereto.

The Sub-Lessee hereby acknowledges the existence of the Federal Grant Requirements and agrees to fully comply with said requirements. In addition, the Sub-Lessee also agrees to provide its full cooperation to the Sub-Lessor (as requested) to meet the Federal Grant Requirements.

Lastly, the Sub-Lessee acknowledges and agrees that any other Sub-Lease or License Agreement for space in the LVBC will contain language (substantially the same as Exhibit "F") to require compliance with the Federal Grant Requirements.

16. CONDITION OF PREMISES.

The Premises are leased to Sub-Lessee on an "as-is" basis. Sub-Lesser makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that exist at the Commencement Date.

17. LAWS, WASTE, NUISANCE.

Sub-Lessee covenants that it:

a. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease.

b. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises.

c. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations.

d. Will not suffer, permit or commit any nuisance or waste on the Premises.

18. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS.**

At any time during the Term or any Option Period, Sub-Lessee, subject to the prior written approval of Sub-Lesser and at the expense of Sub-Lessee, may make alterations, additions or improvements in and to the interior of the Premises. No alterations, additions or improvements shall be authorized for the exterior of the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

All alterations, additions or improvements that may be erected or installed in or on the interior of the Premises shall become part thereof and the sole property of Sub-Lessor, except that all moveable fixtures may be installed by the Sub-Lessee shall not become the property of the Sub-Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

19. **SIGNAGE.**

Sub-Lessee shall have the right to place and maintain one or more signs identifying its name on the existing monument sign located on the parcel for the Premises. All signage shall conform to the Design and Development Standards for the Las Vegas Enterprise Park contained in the Las Vegas Enterprise Park Declaration of Covenants, Conditions and Restrictions dated March 15, 1999 and shall be approved by Sub-Lessor and the Las Vegas Enterprise Park Architectural Review Committee prior to the placement of any sign at the Premises.

20. **CHANGES TO COMPLEX.**

Sub-Lessor reserves the right at all times to exercise reasonable control over and, from time to time, make changes, alterations or additions to the Premises. Sub-Lessor shall endeavor to do so with a minimum of disruption to the Lessee's rights under this Lease.

21. **ACCESS TO PREMISES.**

Sub-Lessor shall have the right to place, maintain and repair utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and which are the Sub-Lessor's responsibility. Sub-Lessor shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers or tenants, and to make such repairs, additions, alterations or improvements as Sub-Lessor may deem desirable. Sub-Lessor may enter the Premises at any time, without notice, in the event of an actual emergency. Sub-Lessor shall at all times have and retain a key with which to unlock all of the doors of the Premises and Sub-Lessor shall have the right to use any and all means which Sub-Lessor may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Sub-Lessee from the Premises or any portion thereof.

22. **PAYMENT OF TAXES.**

Sub-Lessee hereby acknowledges and agrees that:

a. Sub-Lessor is a public entity in the State of Nevada and, therefore, not subject to taxation.

b. Sub-Lessor shall not be responsible for the payment of any real property taxes on or real property-related assessments to the Premises.

c. Sub-Lessor shall have no responsibility or liability to pay any personal property taxes assessed on any personal property brought upon or used by Sub-Lessee in connection with the Premises.

23. **COMPLIANCE WITH THE LAW.**

The Sub-Lessee shall promptly execute and comply with all applicable statutes, rules, orders, building codes, ordinances, requirements, and regulations of the city, county, state and federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Sub-Lessee for contesting the validity of any such regulations, rule or ordinance, provided the Sub-Lessee indemnifies the Sub-Lessor to its reasonable satisfaction against the consequences of noncompliance during the period of dispute.

24. **INDEMNIFICATION.**

Sub-Lessee will be responsible for, and will indemnify, defend and hold Sub-Lessor and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of the party's liability provided by law that results from Sub- Lessee's use of the Premises and that is caused by the actions or non-actions of Sub-Lessee, or any of their employees, servants or agent of Sub-Lessee.

25. **INSURANCE.**

The Sub-Lessee agrees to procure and maintain general liability insurance in the minimum amount of $1,000,000 per occurrence; $2,000,000 in the aggregate covering any injury or damage to person or property resulting from the use of the Premises for the corresponding dates set forth in Section 2 hereof. The insurance policies shall name the Sub-Lessor and the City of Las Vegas as an additional insured.

26. **WAIVER OF SUBROGATION.**

Sub-Lessor hereby waives, and Sub-Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Sub-Lease, and the Sub-Lessor and Sub-Lessee each waives any right of subrogation that it might otherwise have against the other party.

27. **SURRENDER OF PREMISES.**

Upon expiration or other authorized termination of this Sub-Lease, Sub-Lessee shall surrender the Premises in the same condition as they were in at the commencement of this Lease, except for additions, alterations or changes specifically authorized by Sub-Lessor and reasonable wear and tear, and shall deliver all keys to Sub-Lessor. Before surrendering the Premises, Sub-Lessee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by lessee as may be specified for removal by Sub-Lessor, and shall repair any damage caused by such property or the removal thereof. If Sub-Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Sub-Lease, the same shall be deemed abandoned and shall become the property of Sub-Lessor.

28. **HOLDING OVER.**

Any holding over by Sub-Lessee, with Sub-Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month-to-month, terminable on one month's written notice by either party.

29. **SALE OF PREMISES.**

Sub-Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof. If reasonably possible, Sub-Lessor shall provide adequate notice of nay potential sale, conveyance or transfer of its interest in the premise or any portion thereof.

30. **DAMAGE OR DESTRUCTION.**

Sub-Lessee shall give prompt notice to Sub-Lessor in case of fire or accidents in or near the Premises.

a. If the Premises are partially damaged by fire or other casualty, Sub-Lessor shall repair such damage at its cost, subject to Sub-Lessor's option contained in subsection c of this Section.

b. If the Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Sub-Lessor's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Sub-Lessor shall decide to rebuild the Premises or common areas so that they will be substantially different structurally or architecturally, then Sub-Lessor may, at its option, within thirty (30) days after such damage or destruction, give Sub-Lessee written notice thereof and this Sub-Lease shall thereupon be cancelled effective as of the date of the occurrence of such damage or destruction.

c. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Sub-Lessee, there shall be no abatement of rent.

31. **LIENS AND ENCUMBRANCES.**

Sub-Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances.

32. **ASSIGNMENT AND SUBLETTING.**

Sub-Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Sub-Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Sub-Lessee, or sublet the Premises other than as described in Section 8 above, or any part thereof, without the prior written consent of Sub-Lessor. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

33. **BREACH, DEFAULT AND REMEDIES.**

If Sub-Lessor or Sub-Lessee fails to perform or comply with any covenant, term or condition that this Sub-Lease requires said party to perform or comply with, the defaulting party shall have thirty (30) days after it receives written notice of such default or breach within which to remove or cure said default or breach.

The remedies provided for in this Sub-Lease shall be cumulative, and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

34. **FORCE MAJEURE.**

Sub-Lessor and Sub-Lessee shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

35. **NO WAIVER.**

Failure of either the Sub-Lessor or Sub-Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Sub-Lease shall be deemed to have been waived by Sub-Lessor/Sub-Lessee unless such waiver is in writing.

36. **PROVISIONS BINDING.**

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns.

37. **NON-DISCRIMINATION.**

Sub-Lessee agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all applicable federal laws and regulations that prohibit discrimination in connection with federally-funded programs.

38. **ENTIRE LEASE.**

This Sub-Lease, including any exhibits attached hereto, sets forth the entire Sub-Lease between the parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

39. **AMENDMENT OR MODIFICATION.**

No amendment to or modification of this Lease shall be binding upon Sub-Lessor or Sub-Lessee unless it has been reduced to writing.

40. **CAPTIONS AND SECTION NUMBERS.**

The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

41. **NOTICES.**

Any notice, demand, request, or other instrument which may be or is required to be given under this Sub-Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following address or to such other addresses as the parties may from time to time designate in writing:

If to the Sub-Lessor: City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101
Attention: Operations Manager

If to the Sub-Lessee: Urban Chamber of Commerce
1951 Stella Lake Street
Las Vegas, NV 89106
Attention: President

42. **TERMINATION.**

Notwithstanding any of the provisions of Section 32 above, this Sub-Lease may be terminated prior to the expiration of the Term if the purpose of this Sub-Lease is substantially impaired or obstructed by any event, occurrence or circumstance that is defined, interpreted or construed as breach or default on the part of either party.

43. **DISCLOSURE OF PRINCIPALS.**

Pursuant to Resolution RA-4-99 adopted by the City of Las Vegas Redevelopment Agency effective October 1, 1999, Lessee warrants that it has disclosed, on the form attached hereto as Exhibit "G", all principals, including, partners or members of Sub-Lessee, as well as all persons and entities holding more than one percent (1%) interest in Sub-Lessee or any principal, partner or member of the same. Throughout the Term hereof, Sub-Lessee shall provide written notification of any material change in the above disclosure within fifteen (15) days of any such change.

.....
.....
.....
.....

IN WITNESS WHEREOF, the parties hereto have executed this Sub-Lease as of the day and year first above written.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

"Sub-Lessor"

BY________________________________

OSCAR B. GOODMAN, Chairman

ATTEST:

____

BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

3/9/10

DEPUTY CITY ATTORNEY/DATE

URBAN CHAMBER OF COMMERCE

"Sub-Lessee"

By________________________________

DEBRA NELSON, President

Exhibit "A"

<u>Site Map</u>

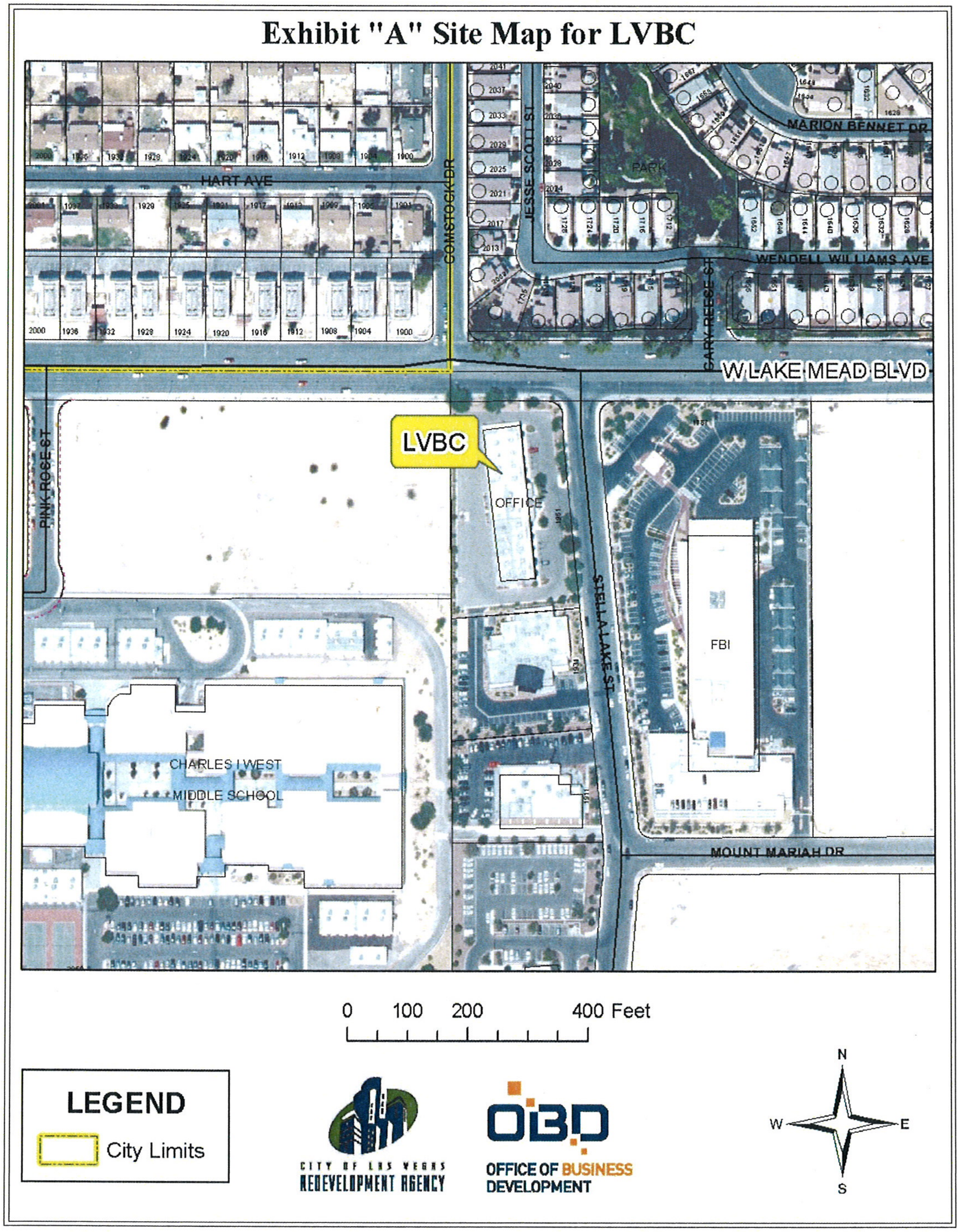
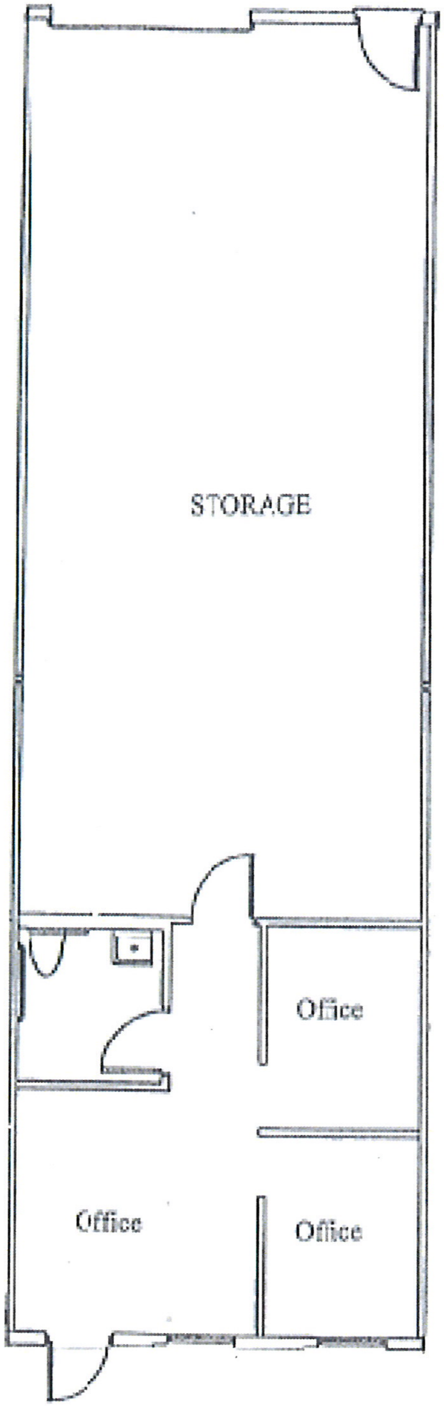


Exhibit "B"

Premises – Floor Plan



Suite 9

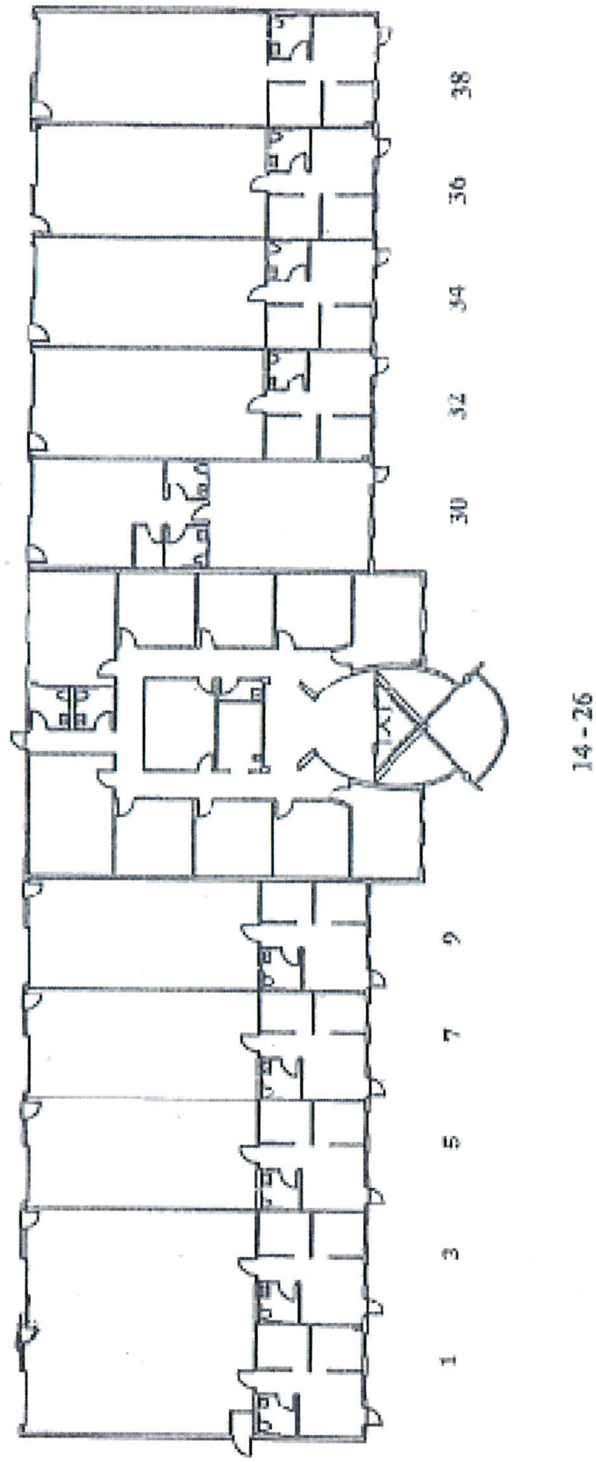


Exhibit “C”

Incubator Space – Floor Plan

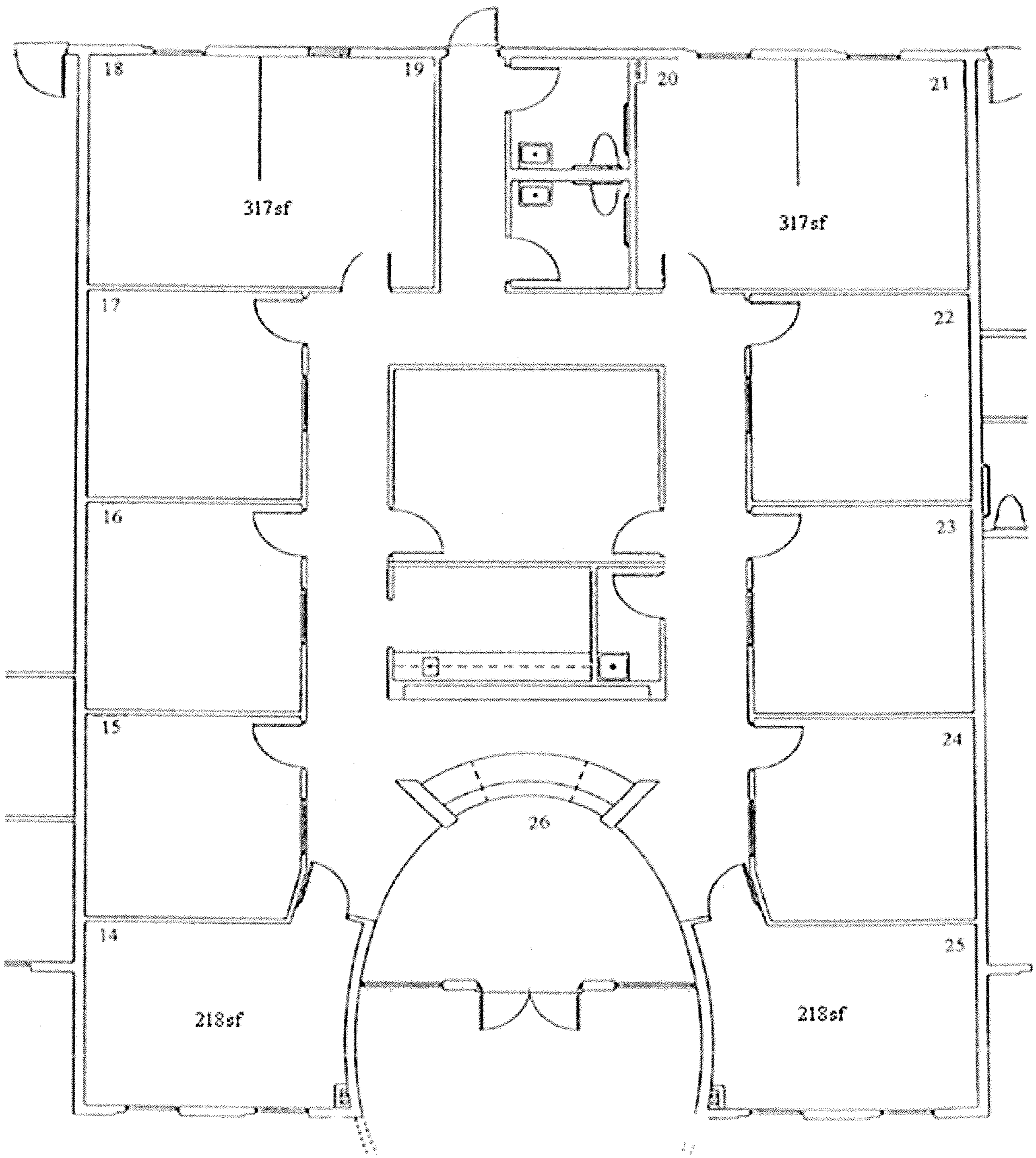
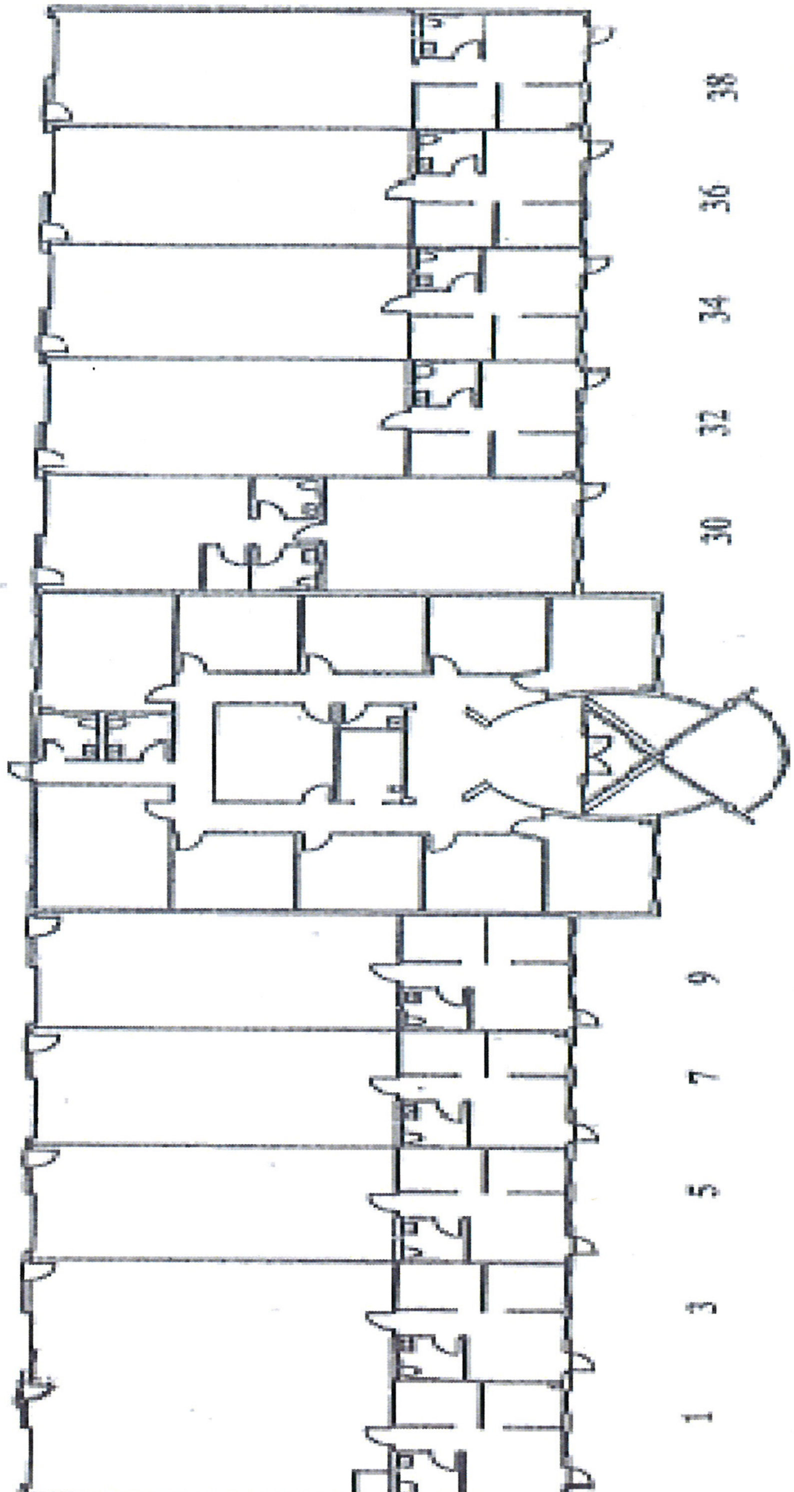


Exhibit "C-1"

Sub-Lease Space - Floor Plan



Suites 1, 3, 5, 7, 9, 32, 34, 36 and 38

Exhibit "C-2"

Common Area - Floor Plan

Suite 30

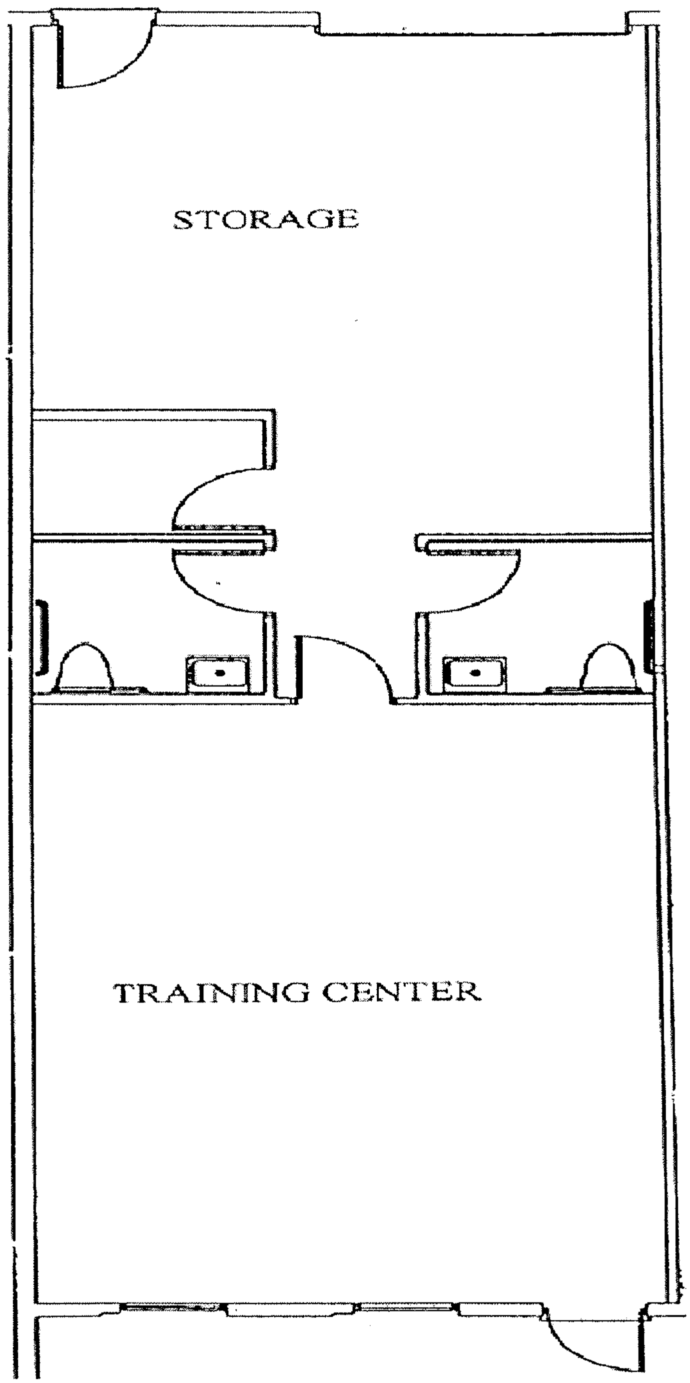


Exhibit "D"

EMPLOYMENT PLAN

The Employment Plan of the Urban Chamber of Commerce ("Urban Chamber") is prepared in accordance with NRS 279.482(2) and the City of Las Vegas Redevelopment Agency Employment Plan Policy (hereinafter the "Policy") dated June 3, 1992, and amended June 6, 2001 (See Attachment 1). The intent of the Policy is that projects which benefit from redevelopment funds create new jobs for residents of the Redevelopment Area and the City of Las Vegas Special Impact Area. This Employment Plan outlines the steps to be taken by the Urban Chamber to assist it in achieving compliance with the Policy. In accordance with the Policy, developers and build-to-suit owners which receive redevelopment project funds are encouraged to hire individuals who live within the area of the operations and are economically disadvantaged residents, physically handicapped, members of racial minorities, veterans, women.

The Plan herein is divided into two parts, as contemplated by the Policy. Since the Urban Chamber is an entity which is proposing to inhabit commercial, office or retail space, it hereby submits an employment plan in its capacity as a "developer." In addition, the Urban Chamber as a prospective owner/lessee of space which will have been acquired by use of redevelopment funds, hereby submits an employment plan in its capacity as a "owner/lessee" of the Project.

PART I

Developer Employment Plan

The Development Employment Plan shall apply during the sub-lease phase of the Project.

1. Description of the Project. The "Project" to be managed and operated by the Urban Chamber will consist of one building and related facilities that will be house the Urban

Chamber as sub-lessee and will be a site to aid the development of disadvantaged businesses. The site will also be use to provide mentoring and development programs to aid the success of developing businesses. This Project will be located at 1951 Stella Lake Street.

2. Contracts for Construction of the Project. The Urban Chamber will promote the utilization of women, minority, disabled, and veteran-owned business enterprises at the Project, as discussed more fully in paragraph 3 below. In this regard, it will establish, as targets, the participation goals established by the City in its "Equal Opportunity Contracting Policy" (see Attachment 2). These goals represent the dollar value of subcontracts and materials agreements awarded to women, minority, disabled and veteran-owned businesses expressed as a proportion of the total dollar value of bids. While it is difficult to give an exact number of jobs to be created as a result of the Project, it is estimated that a minimum of 20 new 60 jobs could be created.

The Policy requests a list and the amount of contracts to be let for contracted services offered by the Project. Since the Urban Chamber has not yet caused the bid documents to be prepared, it is premature to identify the subcontracts and material agreements that will be required for the Project. When such is determined, the Urban Chamber, through its representative, will seek input regarding the bid estimates from various contractors and subcontractors, including minority, women, disabled, veterans ("MWDV") business firms. Bid documents will then be completed and disseminated, using the City's Minority Vendors Directory, as described below. It is anticipated that these documents will be prepared approximately three months after the signing of the Disposition and Development Agreement. At such time, the Urban Chamber will submit an Addendum to this Plan identifying the construction contracts.

3. Manner of Involving MWDV Businesses. The Urban Chamber hereby certifies that, for the purposes of the Project, it shall instruct its Office Manager to use the City's Minority Vendors Directory to locate potential subcontractors and suppliers. These entities shall notify qualified vendors identified in such directory of contracts to be let for construction, in sufficient time to allow effective participation by MWDV owned business firms. A copy of the notification shall be submitted to the Redevelopment Agency.

In addition to the above, the Urban Chamber will perform the following tasks to assure good faith compliance with the Policy:

(viii) Advertise in the newspapers of general circulation, trade association papers and MWDV focused media concerning subcontracting opportunities, giving sufficient time to allow the opportunity for effective participation by MWDV owned businesses;

(ix) Contact and coordinate with the City's Minority Business Officer and Redevelopment Agency representatives to obtain lists and information concerning City's certified MWDV owned business enterprises;

(x) Utilize referral agencies such as MWDV community organizations, professional associations and small business assistance offices or other organizations that provide assistance in the recruitment and placement of MWDV business enterprises;

(xi) When appropriate, break down contracts into the smallest economically feasible units to facilitate and encourage participation by MWDV owned businesses to the maximum extent possible that will comply with NRS 332;

(xii) Ensure access by interested MWDV owned business enterprises to plans and specifications and adequate information about the scope of services and other requirements; and

(xiii) Offer information to interested MWDV owned business firms regarding the obtaining of bonding, lines of credit and/or insurance.

PART II

Build-to-Suit Owner/Lessee Employment Plan

The Build-to-Suit Owner/Lessee Employment Plan shall apply to the Urban Chamber's hiring of new permanent employees during the Project. In this regard, the Urban Chamber hereby discloses that its intent is to offer employment at the Project upon completion to most if not all of its existing employees at the Existing Facility (the "Existing Employees") and therefore Part II of this Employment Plan shall apply only to those new positions created by the new Project that are NOT filled by the Existing Employees.

4. Description of Existing Opportunities for Employment within the Area. Prior to construction of the Project, the Urban Chamber believes that the existing employment opportunities in the area are limited and of the limited employment opportunities that are available, even fewer are in the banking area

5. Estimate and Description of New Jobs Created as a Result of the Project. It is estimated that approximately 3 new permanent jobs will be created as a direct result of the Project in addition to retaining 4. However, as previously mentioned many of these jobs may be filled by Existing Employees of the Urban Chamber. It is anticipated that new full-time and part-time jobs may be created for curriculum developer, technology specialist and incubator manager.

6. Description of the Steps to be Taken to Achieve Objectives. It is the intent of the Urban Chamber to fill as many as possible new permanent jobs created as a direct result of the Project by residences in the targeted areas who are economically disadvantaged,

physically handicapped, members of racial minorities, veterans, and women. A variety of steps are planned in order to meet this objective. First, the Urban Chamber will endeavor to advertise in newspapers of general circulation, trade association papers and MWDV focused media concerning new permanent employment opportunities associated with the Project whenever it is reasonably practicable under the circumstances.

Second, the Urban Chamber (and its tenants, if any, in the Project) will endeavor to utilize one or more of the following referral agencies to seek assistance in identifying qualified job applicants;

(a) Nevada Employment Security Department;

(b) Nevada Business Services, Inc.;

(c) Urban Chamber of Commerce;

(d) Latin Chamber of Commerce;

(e) Las Vegas Indian Center;

(f) Endeavor / March of Dimes;

(g) Nevada Welfare Department;

(h) Women's Development Center;

(i) St. Vincent's Job Desk;

(j) Community College of Southern Nevada;

(k) Bureau of Vocational Rehabilitation of Southern Nevada;

(l) Dr. Martin Luther King, Jr. Committee;

(m) Nevada Partners;

(n) The City of Las Vegas Housing Authority;

(o) The Governor's Committee on Employment for Individuals with Disabilities;

(p) Southern Nevada Homeless Coalition;

(q) Key Foundation;

(r) Military Veterans Volunteer Center;

(s) Southern Nevada Disenfranchised Veterans Consortium;

(t) Veterans Administration (VA);

(u) Lowden Veterans Center and Museum / CONVO;

(v) National Action Network;

(w) State of Nevada Casual Labor Office;

(x) Las Vegas Rescue Mission;

(y) Sign Snow;

(z) Such other referred agencies that are suitable, as determined by the City Manager for the City of Las Vegas, or their designee.

Further, the Urban Chamber will contact the Minority Business Officer in the Purchasing and Contracts Division of the Department of Finance and Business Services for the City of Las Vegas and Redevelopment Agency officials to obtain assistance in its hiring activities.

7. The Urban Chamber shall pay a minimum rate which is the higher of the federal minimum wage or the market rates paid by employers in similar businesses in order to ensure that redevelopment jobs provide decent standards of living for employees.

8. The Urban Chamber will notify in writing one or more of the referral agencies of job positions which are initially available for hire at least 30 working days prior to

anticipated initial hiring dates. Thereafter, for the filling of subsequent positions, the Urban Chamber will endeavor to give all previously responsive agencies a notification in writing within a reasonable time prior to the anticipated hiring dates. Both of the above-referenced notifications will include a description of the required job qualifications, the rate of pay, the anticipated hiring date and the date by which the referral agency must refer qualified applicants in order to be considered for hiring. The Urban Chamber will copy the Redevelopment Agency on all such written correspondence.

9. The Urban Chamber will work closely with the agencies designated in item 3 to provide them the information needed for the agencies to design and establish programs to train and upgrade the skills of qualified employees to fill the needs of their businesses. The Urban Chamber will make a good faith effort to provide the information in advance of the need for the employees in order to provide a meaningful opportunity to provide training for the jobs.

10. Pursuant to Section H of the Employment Plan Policy, The Urban Chamber will submit quarterly reports to the Redevelopment Agency for the duration of the Disposition and Development Agreement between the Redevelopment Agency and Urban Chamber, demonstrating its compliance with the requirements of the Employment Plan. Urban Chamber shall not charge for copies of the reports.

Exhibit "E"

70702.00649 015

(6)

COVENANT OF PURPOSE, USE AND OWNERSHIP

This COVENANT OF PURPOSE, USE AND OWNERSHIP dated the 30TH day of JUNE, 1997, by and between CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, whose address is 400 East Stewart Avenue, Las Vegas, Nevada 89101 (hereinafter with its successors and assigns called "Grantee" or "City"); and the ECONOMIC DEVELOPMENT ADMINISTRATION, UNITED STATES OF AMERICA, whose address is Main Commerce Building, Washington, D.C. 20230 (hereinafter with its successors and assigns called "EDA" or "Government"):

RECITALS:

WHEREAS, Grantee submitted an application, designation as EDA Project No. 07-01-03025, for financial assistance pursuant to the Public Works and Economic Act of 1964, as amended (P.L. 89-136, 42 U.S.C. 3121, et seq.); and

WHEREAS, by Offer of Grant, dated July 28, 1987, EDA offered to Grantee a grant in the amount of Eight Hundred Forty-Eight Thousand and No/100ths Dollars $848,000.00 (hereinafter called "Grant Amount") to assist in financing the construction of the Las Vegas Business Center, a multi-tenant, light industrial/office building with infrastructure improvements (hereinafter called "Project"); and

WHEREAS, said Project included acquisition of and/or specifically improving the real property located at 1001 W. Owens Avenue, Las Vegas, Nevada (hereinafter with all improvements thereon called "Old Site"); and

WHEREAS, on September 3, 1987, Grantee accepted the Offer of Grant subject to certain terms and conditions, pursuant to which Grantee covenanted and agreed to comply with the applicable requirements of 13 Code of Federal Regulations, Part 314 (hereinafter called "Grant Agreement"); and

WHEREAS, the Grant Agreement provides the purposes for which the Grant Amount may be used and provides, inter alia, that Grantee will not sell, lease, mortgage, or otherwise alienate any right to or interest in the Old Site, or use the Old Site for purposes other than and different from those purposes set forth in the Grant Agreement and the application made by Grantee therefor (hereinafter called "Project Purposes"), such alienation and use being prohibited by 13 CFR Part 314 and 15 CFR Part 24, or Office of Management and Budget Circular A-110, Attachment N; and

WHEREAS, EDA is not authorized to permit Grantee to use the Old Site for purposes other than the Project Purposes or to lease, transfer, convey, mortgage or hypothecate the Project to

RETURN TO
CITY OF LAS VEGAS
ATTN: CITY MANAGER
400 EAST STEWART AVE 10th FLOOR
LAS VEGAS, NV 89101

any party which is not eligible to receive an EDA grant under the authority of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. 3121, unless EDA is repaid its fair of the market value of the Project; and

WHEREAS, Grantee, as owner of all or part of the Old Site, executed a certain Covenant of Purpose, Use and Ownership, dated April 1, 1989, and recorded May 3, 1989, as Document No. 00542 in Book 890503 of Official Records, Clark County, Nevada ("Old Covenant") affecting real property so as to constitute notice to all persons of any and all restrictions on title to use of the Project and all or part of the Old Site; and

WHEREAS, on or about May 1992, the Old Site was totally destroyed by fire and the City received a certain amount of insurance proceeds due to the destruction by fire ("Proceeds"); and

WHEREAS, the City intends to use the Proceeds to construct a new Las Vegas Business Center which will now be known as the "New Project"; and

WHEREAS, the New Project includes improving real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter with all improvements thereon called "Property"); and

WHEREAS, EDA has agreed to release the City from the Old Covenant as long as this Covenant is recorded in the appropriate office for the recording of public records affecting real property so as to constitute notice to all persons of any and all restrictions on title to use the New Project and all or part of the real property described in Exhibit "A" attached hereto; and

WHEREAS, the Clark County Recorder's Office located at 500 South Grand Central Parkway, Las Vegas, Nevada 89155 is the proper office to record this Covenant;

NOW, THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and of other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, and to assure that the benefits of the Project will accrue to the public and be used as intended by both EDA and Grantee, Grantee hereby covenants and agrees as follows:

1. The expected useful life of the New Project is twenty (20) years as determined by Carpenter Sellers Associates [see 13 CFR 314.6(a)], per Exhibit "B".

2. Grantee agrees that for twenty (20) years from the date of this Covenant, Grantee will not sell, transfer, convey or mortgage any interest in the real property acquired or improved in whole or in part with the funds made available through this Grant nor shall Grantee use

the Property for purposes other than the Project Purposes without the prior written approval of the Assistant Secretary, Economic Development Administration. Such approval may be withheld until such time as Grantee first pays to EDA the amount of the grant funds disbursed or, at the option of the Government, the Government's fair share of the Property as provided in the Code of Federal Regulations, Title 13, Part 314, Subpart A. The Government's fair share of the Property shall be the amount computed by multiplying the percentage of the Federal participation in the total cost of the grant program to the fair market value of the Property at the time of the unauthorized use or conveyance of the Property.

3. Grantee further covenants that in the event the Property is used for purposes other than the Project Purposes, or sold, leased, transferred, conveyed or mortgaged without the prior written approval of the Assistant Secretary, Grantee will compensate the Government in the amount of the grant funds disbursed or at the option of the Government, the Government's fair share of the Property as described above.

4. Grantee acknowledges that, as a prerequisite to using the Proceeds for construction of the New Project, Grantee shall execute and place on record against the Property acquired or improved in whole or in part with the funds made available through this Grant or made available as Proceeds from insurance on the Old Site, a Covenant of Purpose, Use and Ownership. Grantee further agrees that whenever the Property is sold, leased or otherwise conveyed pursuant to the Code of Federal Regulations, Title 13, Part 314, Subpart 3(a)(1), Grantee or the transferor shall add to the document conveying such interest a Covenant of Purpose, Use and Ownership. EDA will in its sole discretion determine whether the Covenant is satisfactory. EDA may require an opinion of counsel for Grantee that the Covenant is valid and enforceable according to its terms and has been properly recorded.

5. The parties stipulate and agree that the terms hereof constitute a reasonable restraint on alienation of use, control and possession of or title to the Property given the Federal interest expressed herein.

6. This Covenant shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the day and

. . .

. . .

. . .

year first above written by their duly authorized officer.

CITY OF LAS VEGAS

By: [signature]
JAN LAVERTY JONES, Mayor
"Grantee/City"

ATTEST:

[signature]
BARBARA JO RONEMUS, City Clerk

By: Sandra R. LeBoeuf
Chief Deputy City Clerk

APPROVED AS TO FORM:

[signature] 6/10/97
Date

ECONOMIC DEVELOPMENT
ADMINISTRATION, UNITED
STATES OF AMERICA

By: [signature]
A. LEONARD SMITH
Its: Regional Director, EDA

"EDA/Government"

"70702.00649

STATE OF NEVADA } ss.

COUNTY OF CLARK }

On this 30th day of June, 1997, before me personally appeared JAN LAVERTY JONES, known to me to be the Mayor of the CITY OF LAS VEGAS, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned and on oath stated that she was authorized to execute said instrument.

NOTARY PUBLIC, in and for said County and State
My Commission Expires: 7-25-97

BEVERLY K. BRIDGES
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires July 25, 1997

STATE OF Washington } ss.

COUNTY OF King }

Before me, a Notary Public, appeared A. Leonard Smith known to me to be the Regional Director of the ECONOMIC DEVELOPMENT ADMINISTRATION, an Agency of the United States Government, who by me being first duly sworn, acknowledged that she/he signed the foregoing instrument before me on the 6th day of June, 1997, as the act and deed of such Agency.

NOTARY PUBLIC, in and for said County and State
My Commission Expires: 5/22/99

F:\HOME\JAUDMA\GREE.TLMED.A.COV

EXHIBIT "A"

Legal Description

That portion of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section 21, Township 20 South, Range 61 East, M.D.B. & M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of Lot 5 of the LAS VEGAS ENTERPRISE PARK, a Commercial Subdivision, on file in Book 70 of Plats, Page 98 of Clark County, Nevada Records, described as follows:

BEGINNING at the Northwest corner of Lot 5 of said LAS VEGAS ENTERPRISE PARK;
THENCE along the North line of said Lot 5, South 89°32'57" East a distance of 161.75 feet of the beginning of a tangent curve, concave Southwesterly and having a radius of 25.00 feet;
THENCE Southeasterly along said curve through a central angle of 90°00'00", an arc distance of 39.27 feet to the East line of said Lot 5;
THENCE along the East line of said Lot 5, the following three (3) courses;
1) THENCE tangent to said curve, South 00°27'03" West a distance of 14.78 feet to the beginning of a tangent curve, concave Easterly and having a radius of 280.00 feet;
2) THENCE Southerly along said curve through a central angle of 05°26'57", an arc distance of 26.63 feet;
3) THENCE tangent to said curve, South 04°59'54" East a distance of 273.64 feet;
THENCE South 85°00'00" West a distance of 214.33 feet to the West line of said Lot 5;
THENCE along said West line, North 00°20'56" East a distance of 359.14 feet to the POINT OF BEGINNING.

P:\HOME\VAUDHAVGREE TLP\EDA-1 EXA

Exhibit "F"

Federal Grant Requirements

I. NON-RELOCATION:

It is understood and agreed that 34% of the funds to reconstruct the LVBC were received by means of a grant from EDA. Sixty-six percent (66%) of the funds were received from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. It is a condition of the EDA grant that the building not be leased to a company, which has relocated its facility from one commuting area to another. Sub-Lessee represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area to the LVBC. Sub-Lessee agrees to comply with EDA policies concerning nonrelocation by furnishing to Sub-Lessor, on a form provided by Sub-Lessor, a properly executed "Employer's Certificate of Nonrelocation," the form of which will be provided by the City of Las Vegas (City).

This condition does not apply to businesses which:

(i) relocated to the area prior to the date of the applicant's application for lease;

(ii) have moved or will move into the area primarily for reasons which have no connection to the lease of the Las Vegas Business Center;

(iii) will expand employment in the Las Vegas Valley area substantially beyond employment in the area in which the business had originally been located;

(iv) are relocating from technologically obsolete facilities to be competitive;

(v) are expanding into the Las Vegas Valley area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or

(vi) are determined by EDA to be exempt (13 CFR Section 316.4(b).

II. JOB CREATION AND RETENTION:

Sub-Lessee agrees to comply with the following requirements concerning job creation and/or retention:

a) Sub-Lessee shall implement an activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

(i) For an activity that creates jobs, the Sub-Lessee must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.

(ii) For an activity that retains jobs, the Sub-Lessee must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions must apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:

(A) The job is known to be held by a low- or moderate-income person; or

(B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- to moderate-income person upon turnover.

(iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(B) The Sub-Lessee and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

III. RECORDS TO BE MAINTAINED:

Each Sub-Lessee shall establish and maintain sufficient records to enable the Secretary of the U.S. Department of Housing and Urban Development, or its designee, to determine whether the Lessee has met the requirements of this part. At a minimum, the following records are needed:

a) Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR § 570.208. (Where information on income by family size is required, the Lessee may substitute evidence establishing that the person assisted qualifies under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" (as applicable) at 24 CFR § 570.3, such as Job Training Partnership Act (JTPA) and welfare programs; or the Lessee may substitute evidence that the assisted person is homeless; or the Lessee may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR §570.3, as specified on the Self Certification Form For Family Income, the form of which will be provided by the City; or the Sub-Lessee may substitute a notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low- and moderate-income persons based on HUD's criteria and agrees to maintain documentation supporting these determinations.) Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons based on the creation of jobs, the Sub-Lessee shall provide the documentation described in either paragraph 5(a)(1)(A) or (B) of this section.

A. Where the Sub-Lessee chooses to document that at least 51 percent of the jobs will be available to low- and moderate-income persons, documentation for each assisted business shall include:

(1) A copy of a written agreement containing:

a) A commitment by the business that it will make at least 51 percent of the jobs available to low- and moderate-income persons and will provide training for any of those jobs requiring special skills or education:

b) A listing by job title of the permanent jobs to be created indicating which jobs will be available to low- and moderate-income persons, which jobs require special skills or education, and which jobs are part-time, if any; and

c) A description of actions to be taken by the Associate and business to ensure that low- and moderate-income persons receive first consideration for those jobs; and

(2) A listing by job title of the permanent jobs filled, and which jobs of those were available to low-moderate-income persons, and a description of how first consideration was given to such persons for those jobs. The description shall include what hiring process was used; which low- and moderate-income persons were interviewed for a particular job; and which low- and moderate-income persons were hired.

B. Where the Sub-Lessee chooses to document that at least 51 percent of the jobs will be held by low- and moderate-income persons, documentation for each assisted business shall include:

(1) A copy of a written agreement containing:

a) A commitment by the business that at least 51 percent of the jobs, on a full-time equivalent basis, will be held by low- and moderate-income persons; and

b) A listing by job title of the permanent jobs to be created, identifying which are part-time, if any.

(2) A listing by job title of the permanent jobs filled and which jobs were initially held by low- and moderate-income persons; and

(3) For each such low- and moderate-income person hired, the size and annual income of the person's family prior to the person being hired for the job.

(ii) For each activity determined to benefit low- and moderate-income persons based on the retention of jobs:

A. Evidence that in the absence of CDBG assistance, jobs would be lost;

B. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part time and (where it is known) which are held by low- and moderate-income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low- and moderate-income persons) which are projected to become available to low- and moderate-income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

C. For each retained job claimed to be held by a low- and moderate-income person, information on the size and annual income of the person's family;

D. For jobs claimed to be available to low- and moderate-income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph 5(a) of this section; and

E. Where jobs were claimed to be available to low- and moderate-income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low- and moderate-income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

(i) For purposes of documenting, pursuant to section 5(a)(i)(B), 5(a)(i)(B)(3), 5(a)(ii)(C), or 5(a)(ii)(E), the person for whom a job was either filled by or made available to a low- or moderate-income person based upon the census tract where the person resides or in which the business is located, the Sub-Lessee, in lieu of maintaining records showing the person's family size and income, may substitute records showing either the person's address at the time the determination of income status was made or the address of the business providing the job, as applicable, the census tract in which that address was located, the percent of persons residing in that tract who either are in poverty or who are low- and moderate-income, as applicable, the data source used for determining the percentage, and a description of the pervasive poverty and general distress in the census tract in sufficient detail to demonstrate how the census tract met the criteria in 24 CFR § 570.208(a)(4)(v), as applicable.

Exhibit "G"

DISCLOSURE OF PRINCIPALS

The principals and partners of Urban Chamber of Commerce and all persons and entities holding more than 1% (one percent) interest in Urban Chamber of Commerce are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Debra Nelson	1048 W. Owens Avenue	(702) 648-6222
President	Las Vegas, NV 89106	
2. Jerrie Merritt	1048 W. Owens Avenue	(702) 648-6222
Vice President	Las Vegas, NV 89106	
3. Al Barber	1048 W. Owens Avenue	(702) 648-6222
Treasurer	Las Vegas, NV 89106	
4. Janice Spears-Turk		1048 W. Owens
Avenue	(702) 648-6222	
Secretary	Las Vegas, NV 89106	
5. Dr. Bill Dougan	1048 W. Owens Avenue	(702) 648-6222
Board Member	Las Vegas, NV 89106	
6. Tony Gladney	1048 W. Owens Avenue	(702) 648-6222
Board Member	Las Vegas, NV 89106	
7. Napoleon McCallum		1048 W. Owens
Avenue	(702) 648-6222	
Board Member	Las Vegas, NV 89106	
8. Eric James	1048 W. Owens Avenue	(702) 648-6222
Board Member	Las Vegas, NV 89106	
9. Diane H. Pollard	1048 W. Owens Avenue	(702) 648-6222
Board Member	Las Vegas, NV 89106	
10.	Aaron Ford	1048 W. Owens
Avenue	(702) 648-6222	
Board Member	Las Vegas, NV 89106	

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: Debra Nel

Its: President

Subscribed and sworn to before me this

9th day of March, 2010

Jill Gravelle

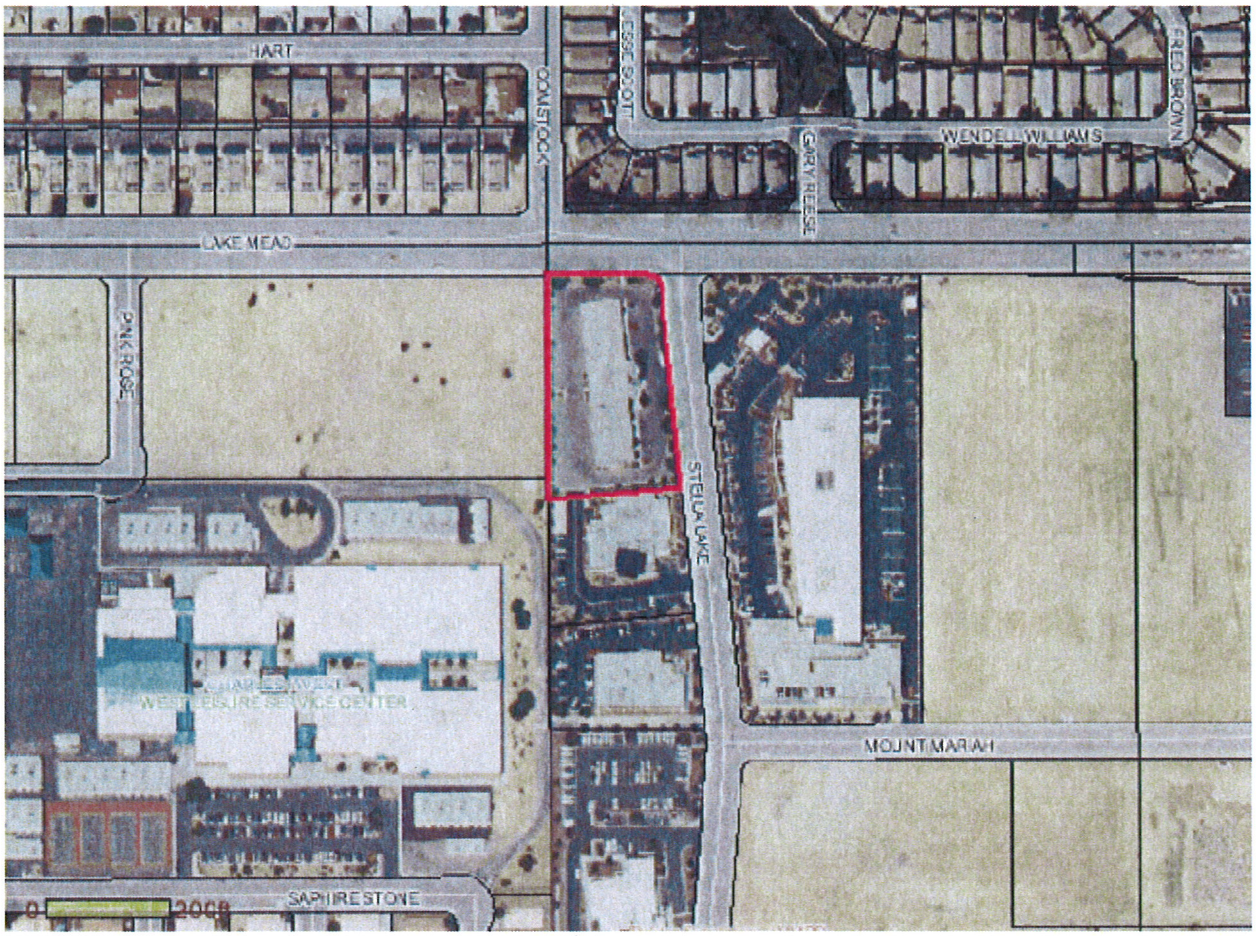
Notary Public

JILL GRAVELLE
Notary Public State of Nevada
No. 05-95936-1
My appt. exp. Mar. 11, 2013

SITE MAP

Las Vegas Business Center (LVBC)

1951 Stella Lake Street



City of Las Vegas

Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 17, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT

SUBJECT:
Report and possible action regarding City of Las Vegas Redevelopment Agency projects currently under contract or negotiation, other projects proposed or under construction within or near the Redevelopment Area, and to provide an overview of programs and initiatives - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

Fiscal Impact

- [x] **No Impact**
- [ ] **Augmentation Required**
- [ ] **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
To update the Redevelopment Agency (RDA) Board on projects currently under contract or in negotiation with owners, developers and consultants; to present development projects proposed or under construction within or near the Redevelopment Area; to provide an overview of programs and initiatives; and to receive input from the RDA Board on the status of projects, programs and initiatives as warranted.

RECOMMENDATION:
Accept report and direct staff as appropriate.

BACKUP DOCUMENTATION:
None

City of Las Vegas

Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 17, 2010

SUBJECT:

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas

Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 17, 2010

SUBJECT:

AGENCY MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL AGENCY MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION