City of Las Vegas

**REDEVELOPMENT AGENCY MEETING AGENDA**
**CITY HALL, 495 S. MAIN STREET**
**COUNCIL CHAMBERS – 229-6011**
**CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov**
**AGENCY MEMBERS: CAROLYN G. GOODMAN, CHAIR (At-Large)**
**STAVROS S. ANTHONY, VICE-CHAIR (Ward 4)**
**LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6), RICKI Y. BARLOW (Ward 5)**
**BOB COFFIN (Ward 3), BOB BEERS, (Ward 2)**

**December 4, 2013**
**8:30 AM**

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. PLEASE NOTE SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 89.5. THE REDEVELOPMENT 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.

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF THE ORDER PRESENTED; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME. BACKUP MATERIAL FOR THIS AGENDA MAY BE OBTAINED FROM BEVERLY K. BRIDGES, CITY CLERK, AT THE CITY CLERK'S OFFICE AT 495 SOUTH MAIN STREET, 2ND FLOOR OR ON THE CITY'S WEBPAGE AT www.lasvegasnevada.gov.

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

## Redevelopment Area

4. RA-35-2013 - Discussion for possible action regarding a Resolution finding the project proposed by the Quick Start Program (QSP) between the City of Las Vegas Redevelopment Agency (RDA) and 1800 Industrial, LLC (Owner/QSP Participant) located at 1800 Industrial Road, to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan and authorizing the execution of the QSP Agreement by the RDA (Not-to-Exceed $50,000 - RDA Special Revenue Fund) - Redevelopment Area - Ward 3 (Coffin) [NOTE: This item is related to Council Item 20 (R-79-2013)]

5. RA-36-2013 - Discussion for possible action regarding a Resolution finding the project proposed by the Quick Start Program (QSP) Agreement between the City of Las Vegas Redevelopment Agency (RDA) and Cook Living Trust and Herd Properties, S Las Vegas Boulevard Series, LLC, (Owner) and The Art of Flavors, LLC, (Tenant and QSP Participant) located at 1616 South Las Vegas Boulevard, #130, to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan and authorizing the execution of the QSP Agreement by the RDA (Not-to-Exceed $17,675 - RDA Special Revenue Fund) - Redevelopment Area - Ward 3 (Coffin) [NOTE: This item is related to Council Item 21 (R-80-2013)]

## Redevelopment Area 2

6. RA2-2-2013 - Discussion for 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 Mercado 888, LLC, (Owner) located at 1110-1150 South Rainbow Boulevard and 6789 West Charleston Boulevard (APN 163-02-101-002), 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) - Redevelopment Area 2 - Ward 1 (Tarkanian) [NOTE: This item is related to Council Item 22 (R-81-2013)]

## Citizens Participation

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

## Agency Member Recognition

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. Dial 7-1-1 for Relay Nevada.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Hall, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
City of Las Vegas Development Services Center, 333 North Rancho Drive

City of Las Vegas

Agenda Item No.: **1.**

## *AGENDA SUMMARY PAGE*

**REDEVELOPMENT AGENCY MEETING OF: DECEMBER 4, 2013**

**SUBJECT:**

CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

## *AGENDA SUMMARY PAGE*

**REDEVELOPMENT AGENCY MEETING OF: DECEMBER 4, 2013**

**SUBJECT:**

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas

Agenda Item No.: **3.**

## *AGENDA SUMMARY PAGE*

**REDEVELOPMENT AGENCY MEETING OF: DECEMBER 4, 2013**

**SUBJECT:**

PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas

Agenda Item No.: **4.**

## *AGENDA SUMMARY PAGE*

**REDEVELOPMENT AGENCY MEETING OF: DECEMBER 4, 2013**

**DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT**
**DIRECTOR: WILLIAM ARENT**

**SUBJECT:**

RA-35-2013 - Discussion for possible action regarding a Resolution finding the project proposed by the Quick Start Program (QSP) between the City of Las Vegas Redevelopment Agency (RDA) and 1800 Industrial, LLC (Owner/QSP Participant) located at 1800 Industrial Road, to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan and authorizing the execution of the QSP Agreement by the RDA (Not-to-Exceed $50,000 - RDA Special Revenue Fund) - Redevelopment Area - Ward 3 (Coffin) [NOTE: This item is related to Council Item 20 (R-79-2013)]

**Fiscal Impact**

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

☒ **Budget Funds Available**

**Amount:** $50,000
**Funding Source:** RDA Special Revenue Fund
**Dept./Division:** Economic and Urban Development/RDA

**PURPOSE/BACKGROUND:**

This QSP Agreement will assist with the cost of code compliance requirements for the property located at 1800 Industrial Road, APN 162-04-704-003, including mechanical, plumbing, restrooms, electrical, staircase and city permitting fees. Approval will adopt findings that the QSP 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 Chair of the RDA to execute all related documents as required.

**BACKUP DOCUMENTATION:**

1. Resolution No. RA-35-2013
2. Public Purpose Impact Analysis
3. Fiscal Impact Analysis
4. Site Map

**RESOLUTION NO. RA-35-2013**

**RESOLUTION FINDING THE PROJECT PROPOSED BY THE QUICK START AGREEMENT ("QSP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND 1800 INDUSTRIAL, LLC (OWNER AND QSP PARTICIPANT) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE QSP AGREEMENT 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 September 19, 2012 the form for the Quick Start Agreement, the Quick Start Participant Affidavit, and the Quick Start Program Manual, in order to provide funding and encourage the rehabilitation of older commercial buildings, enhance the physical appearance of the redevelopment area and improve the overall economic viability of the city. This program provides a financial incentive , in the form of a grant, for property owners and/or tenants of commercial properties to invest in properties that have been subjected to deferred maintenance and must comply with current building and fire code standards; and

WHEREAS, 1800 INDUSTRIAL , LLC (the "OWNER") is the owner of real property and improvements located at 1800 INDUSTRIAL ROAD, and which parcel is commonly known as APN 162-04-704-003 (the "Site"); and

WHEREAS, 1800 INDUSTRIAL, LLC (the "QSP PARTICIPANT") is the owner of the real property located at 1800 INDUSTRIAL ROAD and is undertaking certain exterior, interior and code compliance improvements to the property in accordance with the Quick Start 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 Quick Start Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to the QSP Participant for making exterior, interior and code compliance 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 QSP AGREEMENT was passed, adopted and approved this ____ day of ________________, 2013.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, Chairman

ATTEST:

________________________________
BEVERLY K. BRIDGES, MMC
SECRETARY

APPROVED AS TO FORM:

V. Ponticello 11/4/13
Date

# EXHIBIT A

## CITY OF LAS VEGAS REDEVELOPMENT AGENCY
## QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this ________ day of ________________, 2013, 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 1800 INDUSTRIAL, LLC ("OWNER & QSP PARTICIPANT").

### 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 interior condition, the exterior 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 Downtown Centennial Plan Quick Start Program (the "Quick Start") 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, The Property is located within or is contiguous to the boundaries of the redevelopment area and located within the Downtown Centennial Plan; and

WHEREAS, the Agency shall reimburse the QSP Participant for any Pre-approved Qualified Interior Improvements and development costs associated with business licensing and permitting to a maximum of FIFTY THOUSAND DOLLARS ($50,000) and the QSP Participant has provided a 100% matching cash contribution to the Agency's participation to ensure that the QSP Participant 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 and QSP Participant desires to participate in the Quick Start Program 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 495 South Main Street, 6th Floor, 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 and QSP Participant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest 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 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: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The QSP Participant 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 " 3 " 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, QSP Participant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, pursuant to the plans and other documents submitted by QSP Participant and approved by Agency in accordance with the QSP Guidelines. QSP Participant shall complete the improvements within 150 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 4: 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 QSP Participant is unable to obtain (3) or more competitive bids, the QSP Participant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: SITE ASSESSMENT TEAM. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Site Assessment Team comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban 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 Site Assessment Team shall meet with the Owner, or its' representative, and/or QSP Participant. The Site Assessment Team shall recommend approval or disapproval of the Project. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or QSP Participant to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or QSP Participant 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 7: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or QSP Participant 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 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or QSP Participant from undertaking any other work in or about the subject premises which is unrelated to QSP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the QSP 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 and/or QSP Participant 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 and/or QSP Participant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or QSP Participant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 5 " and by this reference made a part hereof.

The Owner and/or QSP Participant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Owner and/or QSP Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner and/or QSP Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: 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 and/or QSP Participant 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 and/or QSP Participant in the event of any default or breach by the Agency or for any amount which may become due to the Owner and/or QSP Participant 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 and QSP Participant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and Attachment " 4-A " 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 and/or

QSP Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 11: 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, QSP Participant 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 an 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 and/or QSP Participant 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 and/or QSP Participant agrees to return any and all Agency Funds heretofore paid to the Owner and/or QSP Participant 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 and/or QSP Participant shall entitle the Agency to sue the Owner and/or QSP Participant 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 12: 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 13: 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 14: 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 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16. 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, QSP Participant 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 17: 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 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 6 " 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/or QSP Participant 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 and/or QSP Participant.

SECTION 19: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on ______________________, 2013 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:

__________________________, 2013.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

______________________________
BEVERLY BRIDGES, MMC
Secretary

1800 INDUSTRIAL, LLC

By: ______________________________
CHARLES FOX
"Manager"

APPROVED AS TO FORM:

T. Ponticello 11/4/13
Counsel to the Agency Date

Teresita Ponticello
Print Name

# LIST OF ATTACHMENTS

| | |
|---|---|
| ATTACHMENT " 1 " | LEGAL DESCRIPTION OF THE PROPERTY |
| ATTACHMENT " 2 " | PROOF OF OWNERSHIP OR LEASEHOLD INTEREST |
| ATTACHMENT " 3 " | SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS |
| ATTACHMENT " 4 " | DISCLOSURE OF PRINCIPALS (Property Owner/QSP Participant) |
| ATTACHMENT " 5 " | PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN |
| ATTACHMENT " 6 " | PROPERTY OWNER CONSENT (If Necessary) |

# ATTACHMENT 1

# LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 6? EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 4; THENCE NORTH 88°48'30" WEST, ALONG THE NORTH LINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼), A DISTANCE OF 330.82 FEET TO A POINT, DISTANT 20.00 FEET EASTERLY (MEASURED AT A RIGHT ANGLE) FROM THE EAST LINE OF THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY RIGHT OF WAY (100 FEET WIDE); THENCE SOUTH 27°45'30" WEST AND PARALLEL TO SAID EAST RIGHT OF WAY LINE, A DISTANCE OF [illegible] FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 27°45'30" WEST AND PARALLEL TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT; THENCE SOUTH 62°14'30" EAST, AT A RIGHT ANGLE TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 250.00 FEET TO A POINT; THENCE NORTH 27°45'30" EAST AND PARALLEL TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT; THENCE NORTH 62°14'30" WEST AT A RIGHT ANGLE TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 250.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 6? EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 4; THENCE NORTH 88°48'30" WEST, ALONG THE NORTH LINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼), A DISTANCE OF 330.82 FEET TO A POINT, DISTANT 20.00 FEET EASTERLY (MEASURED AT A RIGHT ANGLE) FROM THE EAST LINE OF THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY RIGHT OF WAY (100 FEET WIDE); THENCE SOUTH 27°45'30" WEST AND PARALLEL TO SAID EAST RIGHT OF WAY LINE, A DISTANCE OF [illegible] FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH [illegible] WEST A[illegible]

PARALLEL TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT; THENCE NORTH 62°14'30" WEST AT A RIGHT ANGLE TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 27°45'30" EAST AND PARALLEL TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT; THENCE SOUTH 62°14'30" EAST AT A RIGHT ANGLE TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL III

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 4, TOWNSHIP [illegible] SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

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EXCEPTING THEREFROM THE EASTERLY [illegible] FEET AS CONVEYED TO THE CITY OF LAS VEGAS [illegible] 1963 AS DOCUMENT NO.

380256 IN BOOK 472 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY [illegible]

# ATTACHMENT 2

# PROOF OF OWNERSHIP

Inst #: 201302280003515
Fees: $22.00 N/C Fee: $25.00
RPTT: $4896.00 Ex: #
02/28/2013 04:48:54 PM
Receipt #: 1516347
Requestor:
NEVADA TITLE COMPANY
Recorded By: ARO Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER

A.P. N.: 162-04-704-002, 162-04-704-003
R.P.T.T.: $4,896.00

Escrow #12-11-0988-KR

c 7

Mail tax bill to and
When recorded mail to:
1800 Industrial L.L.C., a Nevada limited liability company
and
Proview Series 18 LLC
120 S. 11th Street
Las Vegas, NV 89101

# GRANT, BARGAIN, SALE DEED

**THIS INDENTURE WITNESSETH,** That **Clark Fork Properties, LLC, a Nevada limited liability company**, for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to **1800 Industrial L.L.C., a Nevada limited liability company as to its undivided 66.66 % interest and Proview Series 18, LLC as to its undivided 33.34 % interest**, all that real property situated in the County of **Clark,** State of Nevada, bounded and described as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".**

**SUBJECT TO:**

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any;
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

**TOGETHER WITH** all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, this instrument has been executed this 26th day of February, 2013

Clark Fork Properties, LLC, a Nevada limited liability company

By: [signature]

Print Name: SYDNEY KURPIUS

Title: Managing Member

State of ~~NEVADA~~ Utah } ss:
County of ~~Clark~~ Cache }

This instrument was acknowledged before me on 2/26/13

by Sydney Kurpius as Managing Member

of Clark Fork Properties, LLC, a Nevada limited liability company

Jennifer Young
NOTARY PUBLIC
My Commission Expires: 2/23/14

JENNIFER YOUNG
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 02/23/2014
Commission # 581685

Jennifer Young
Exp. 2/23/2014
No. 581685

**EXHIBIT "A"**

PARCEL I:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

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EXCEPTING THEREFROM THE EASTERLY TEN (10) FEET AS CONVEYED TO THE CITY OF LAS VEGAS, RECORDED AUGUST 27, 1963, AS DOCUMENT NO.

380256, IN BOOK 472 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

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## State of Nevada
## Declaration of Value Form

1. Assessor Parcel Number(s)
   a) 162-04-704-002, 162-04-704-003
   b)
   c)
   d)

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

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

3 a. Total Value/Sales Price of Property $960,000.00

b. Deed in Lieu of Foreclosure Only (value of property)

c. Transfer Tax Value: $960,000.00

d. Real Property Transfer Tax Due $4,896.00

4. **<u>If Exemption Claimed:</u>**

a. Transfer Tax Exemption, per NRS 375.090, Section:

b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: ____ %

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

Signature: _______ Capacity: GRANTOR/SELLER

Signature: _______ Capacity: GRANTEE/BUYER

| SELLER (GRANTOR) INFORMATION (REQUIRED) | | BUYER (GRANTEE) INFORMATION (REQUIRED) | |
|---|---|---|---|
| Print Name: | Clark Fork Properties, LLC, a Nevada limited liability company | Print Name: | 1800 Industrial L.L.C., a Nevada limited liability company & Proview Series 18, LLC |
| Address: | 395 S. 325 W | Address: | 120 S. 11th |
| City: | Providence | City: | Las Vegas |
| State: | UT Zip: 84332 | State: | NV Zip: 89101 |

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

Print Name: Nevada Title Company Esc. #: 12-11-0988-KR
Address: 3993 Howard Hughes Parkway, Suite 120
City: Las Vegas State: NV Zip: 89169

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

# ATTACHMENT 3

## SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

| | |
|---|---|
| 1. Tile for Restroom's floors and walls | $4,368.00 |
| 2. Mechanical & Plumbing | $6,106.00 |
| 3. Plumbing | $5,790.00 |
| 4. Electrical | $26,265.00 |
| 5. Flooring | $4,212.00 |
| TOTAL ESTIMATED PROJECT COSTS (QSP) | $46,741.00 |
| Other Exterior and Interior Renovation Costs | $165,127.00 |
| TOTAL PROJECT COSTS | $211,868.00 |
| Estimated QSP Grant | $50,000.00 |

## Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 150 days, depending on contractor's work schedule/work load.

## Attachment 4

*Please Print Legibly*

### Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name 1800 Industrial, LLC

Mailing Address 1800 Industrial, #104-C LV, NV 89102

Business Phone 702-361-5005

Tax ID or Social Security Number ~~##~~ 46-2090685

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 |
|---|---|---|
| Charles Fox | ~~##~~ 1800 Industrial, #104-C LV, NV 89102 | 702-361-5005 |
| Scott Seidowitz | 8336 Paseo Vista Dr. LV, NV 89128 | 702-982-8922 |
| Providence Services, LLC | 1115 S. Casino Center Blvd. LV, NV 89102 | 702-468-9900 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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:*________

## Alternative Disclosure of Ownership/Principals

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 _____

## Certificate 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 ______________________________

Date 7/15/13

State of Nevada }
County of Clark }

This instrument was acknowledged before me on July 15, 2013 (date) by Charles Fox (name of person).

Notary Public: ______________________________

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

## ATTACHMENT 5

## PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NV }  *Please Print Legibly*

COUNTY OF Clark } ss:

I, Charles Fot, 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 1800 Industrial LLC, a company duly organized in the State of Nevada as a LLC, (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 1800 Industrial ("Site"), as more particularly described by the Quick Start 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. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☑ or
   b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐
   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 or blight. ☑ or,
   d. The 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. CF (initial)

    b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. CF (initial)

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

    d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. CF (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 11 day of July, 2013.

Authorized Signature: [signature]

STATE OF NV, COUNTY OF CLARK

SIGNED AND SWORN TO before me this 11 day of JULY, 2013, by CHARLES FOX

[signature]

NOTARY PUBLIC

My Commission Expires:

EDDIE LARUE
Notary Public State of Nevada
No. 93-1085-1
My Appt. Exp. March 15, 2017

Public Purpose/Impact Analysis Report
NRS 279.486

# City Council/Redevelopment Agency Meeting
# December 4, 2013

**Title of Project:** **Quick Start Program Grant**

**Sponsor/Developer:** **1800 Industrial, LLC**

**Address Of Project:** **1800 Industrial, Suite 104-C**

**Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.**

Please refer to RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS – QUICK START AGREEMENT

**Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.**

Approximately $50,000.00

**Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?**

N/A

**Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.**

N/A

**Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:**

1800 Industrial, LLC purchased the property in February 2013. The property had been in a state of decay through the lack of regular maintenance and high vacancy and is located in an industrial area of the city. The principal's business plan is to provide an alternative to potential tenants that are looking for space within the Arts District. A number of potential tenants are now being priced out of locating within the Arts District due to escalating rent. 1800 Industrial, LLC will provide tenants with a reasonable lease rate for these tenants.

The improvements to the building will provide a dramatic exterior view for tenants and their clients. This building will be a catalytic project for the surrounding neighborhood and should be an example for other property owners to renovate and rehabilitate their properties for interested tenants.

**What is the amount of Private Investment and who is providing it?**

Approximately $212,000 – 1800 Industrial, LLC

**What is the amount of Public Investment and who is providing it?**

Not to Exceed $50,000 by the City of Las Vegas Redevelopment Agency

**How many Direct Jobs will be Created?** Approximately 20 Full-Time Equivalent Jobs

**How many Indirect Jobs will be Created?** Employment is based on those trades that will be utilized to complete this project. Trades to be utilized for this project will be electrical, plumbing and mechanical professional trades.

**How many Direct Jobs will be Retained?** N/A

**Quantitative Economic Benefits:**

| |
|---|
| $212,000 is being fed into the local economy through the employment of subcontractors for the improvements to the interior and exterior of the building. |

**Total Direct Economic Impact:**

| |
|---|
| $212,000 |

**Total Indirect Economic Impact:**

| |
|---|
| Not Measurable at this time. |

Economic Impact Study Performed: Yes ☒ No ☐

Return on Investment Analysis Performed: Yes ☒ No ☐

# City of Las Vegas - FIA Model
## Scenario Results Summary Report
### Subject Project: Downtown Spaces

| | | |
|---|---|---|
| Located in Redevelopment Area? | Yes ☑ | No ☐ |
| Applying for Tax Increment Financing Assistance? | Yes ☐ | No ☑ |

**New Service Population**

| | |
|---|---|
| Residents | 0 |
| Employment (FTE) | 20 |

**Operations Phase: Annually Recurring Estimated Net Fiscal Impact - At Buildout**

**Net Fiscal Impact to City of LV General Fund**

**General Fund Revenues**

| | | |
|---|---|---|
| Per Capita Revenues: | | |
| $194 | per New Service Resident | $0 |
| $89 | per New Service Employee | $1,780 |
| **Subtotal** | | **$1,780** |
| Non Per Capita Revenues: | | |
| Property Tax (Ad Valerom) Revenues: | | |
| Real Property | | $3,430 |
| Personal Property | | $0 |
| Hotel Room Tax Revenues | | $0 |
| City Gaming License Fee Revenues | | $0 |
| Consolidated Tax Revenues | | $0 |
| **Subtotal** | | **$3,430** |
| **Annual Total** | | **$5,210** |

**General Fund Expenditures**

| | | |
|---|---|---|
| Per Capita Expenditures: | | |
| $667 | per New Service Resident | $0 |
| $307 | per New Service Employee | $6,140 |
| **Annual Total** | | **$6,140** |

**Net Fiscal Impact to City of LV General Fund** **($930)**

| | |
|---|---|
| **Annual Total** | **($930)** |
| **Analysis Period Cumulative Total: (10 years)** | **($9,300)** |

11/16/2013 1:19 PM

# City of Las Vegas - FIA Model

## Scenario Results Summary Report

### Subject Project: Downtown Spaces

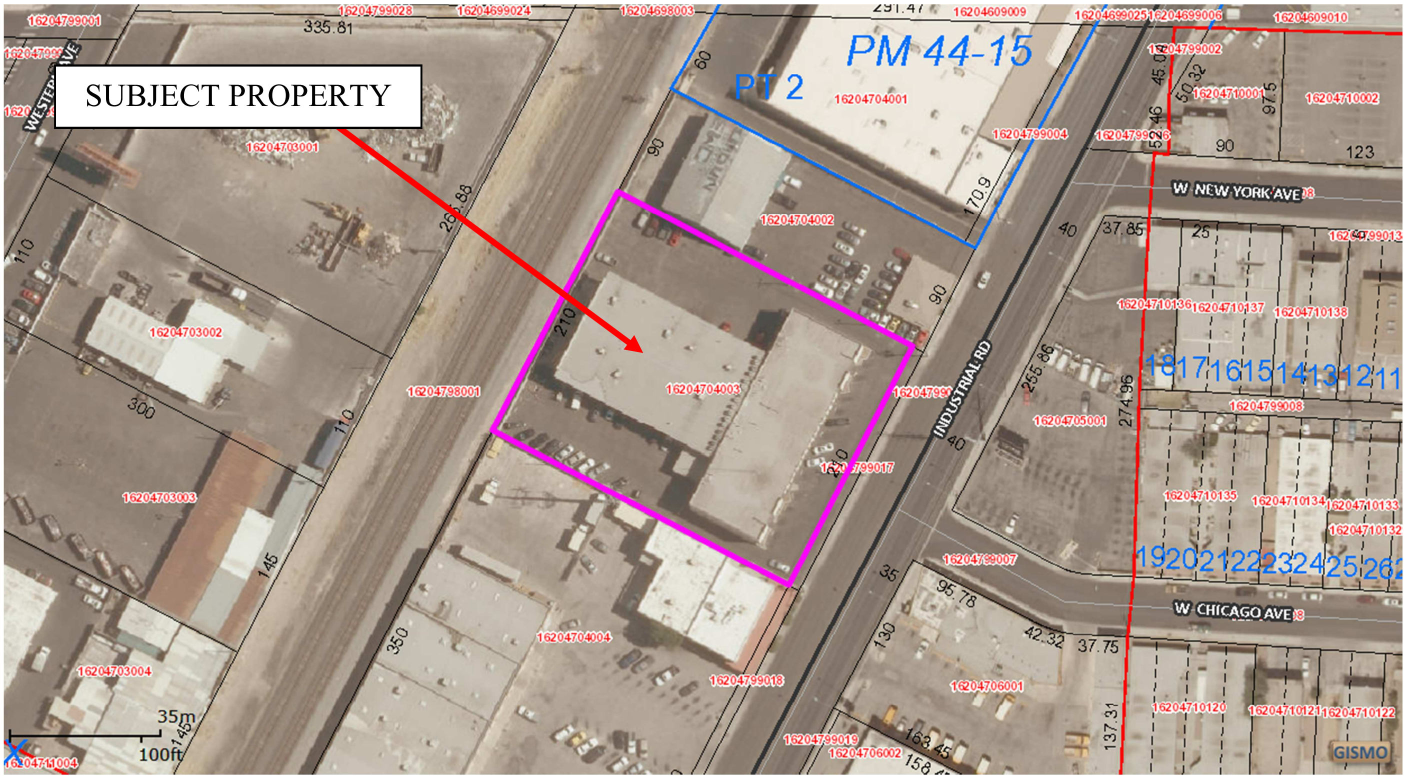
| Additional Tax Revenues - To Redevelopment Agency | |
|---|---|
| Annual Property Tax Revenues [1] | $2,800 |

| Construction Phase: One-Time/Non-Recurring Tax Revenue | |
|---|---|
| **Fiscal Impact to City of LV General Fund Revenues** | |
| One-Time Consolidated Tax Revenues | $460 |

*Note: [1] If the Subject Project is receiving TIF assistance, up to but no more than 50% of the RDA Incremental revenues would be available to a developer as a rebate for qualifying years.*

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

# SITE MAP
(1800 INDUSTRIAL ROAD)



City of Las Vegas    Agenda Item No.: **5.**

# *AGENDA SUMMARY PAGE*

## REDEVELOPMENT AGENCY MEETING OF: DECEMBER 4, 2013

**DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT**
**DIRECTOR: WILLIAM ARENT**

**SUBJECT:**
RA-36-2013 - Discussion for possible action regarding a Resolution finding the project proposed by the Quick Start Program (QSP) Agreement between the City of Las Vegas Redevelopment Agency (RDA) and Cook Living Trust and Herd Properties, S Las Vegas Boulevard Series, LLC, (Owner) and The Art of Flavors, LLC, (Tenant and QSP Participant) located at 1616 South Las Vegas Boulevard, #130, to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan and authorizing the execution of the QSP Agreement by the RDA (Not-to-Exceed $17,675 - RDA Special Revenue Fund) - Redevelopment Area - Ward 3 (Coffin) [NOTE: This item is related to Council Item 21 (R-80-2013)]

**Fiscal Impact**

☐ **No Impact**    ☐ **Augmentation Required**
☒ **Budget Funds Available**

**Amount:** $17,675
**Funding Source:** RDA Special Revenue Fund
**Dept./Division:** Economic and Urban Development/RDA

**PURPOSE/BACKGROUND:**
The Art of Flavors, LLC, will undertake interior and exterior renovations to the property located at 1616 South Las Vegas Boulevard, #130, APN 162-03-210-058. The QSP Agreement will assist with the cost of code compliance and deferred maintenance issues, such as plumbing, electrical and mechanical upgrades and city permitting fees associated with water/sewer connections and site development permits. Approval will adopt findings that the QSP 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 Chair of the RDA to execute all related documents as required.

**BACKUP DOCUMENTATION:**
1. Resolution No. RA-36-2013
2. Public Purpose Impact Analysis
3. Fiscal Impact Analysis
4. Site Map

RESOLUTION NO. RA-36-2013

**RESOLUTION FINDING THE PROJECT PROPOSED BY THE QUICK START AGREEMENT ("QSP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND COOK LIVING TRUST AND HERD PROPERTIES, S LAS VEGAS BOULEVARD SERIES, LLC (OWNER) AND THE ART OF FLAVORS, LLC (TENANT AND QSP PARTICIPANT) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE QSP 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 September 19, 2012 the form for the Quick Start Agreement, the Quick Start Participant Affidavit, and the Quick Start Program Manual, in order to provide funding and encourage the rehabilitation of older commercial buildings, enhance the physical appearance of the redevelopment area and improve the overall economic viability of the city. This program provides a financial incentive, in the form of a grant, for property owners and/or tenants of commercial properties to invest in properties that have been subjected to deferred maintenance and must comply with current building and fire code standards; and

WHEREAS, COOK LIVING TRUST AND HERD PROPERTIES, S LAS VEGAS BOULEVARD SERIES, LLC (the "OWNER") is the owner of real property and improvements located at 1616 S. LAS VEGAS BLVD., and which parcel is commonly known as APN 162-03-210-058 (the "Site"); and

WHEREAS, THE ART OF FLAVORS, LLC (the "QSP PARTICIPANT") is a tenant on the real property located at 1616 S. LAS VEGAS BLVD., #130 and is undertaking certain exterior, interior and code compliance improvements to the property in accordance with the Quick Start 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 Quick Start Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to the QSP Participant for making exterior, interior and code compliance 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 QSP AGREEMENT was passed, adopted and approved this ____ day of ________________, 2013.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, Chairman

ATTEST:

________________________________
BEVERLY K. BRIDGES, MMC
SECRETARY

APPROVED AS TO FORM:

Michael Orellos
________________________________
Date
8-6-13

# EXHIBIT A

## CITY OF LAS VEGAS REDEVELOPMENT AGENCY
## QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this _______ day of _________________, 2013, 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 COOK LIVING TRUST AND HERD PROPERTIES, S LAS VEGAS BOULEVARD SERIES, LLC ("OWNER") and THE ART OF FLAVORS, LLC ("TENANT & QSP PARTICIPANT").

### 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 interior condition, the exterior 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 Downtown Centennial Plan Quick Start Program (the "Quick Start") 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, The Property is located within or is contiguous to the boundaries of the redevelopment area and located within the Downtown Centennial Plan; and

WHEREAS, the Agency shall reimburse the QSP Participant for any Pre-approved Qualified Interior Improvements and development costs associated with business licensing and permitting to a maximum of Seventeen Thousand Six Hundred Seventy-Five Dollars ($17,675.00) and the QSP Participant has provided a 100% matching cash contribution to the Agency's participation to ensure that the QSP Participant 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 and QSP Participant desires to participate in the Quick Start Program 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 495 South Main Street, 6th Floor, 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 and QSP Participant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest 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 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: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The QSP Participant 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 " 3 " 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, QSP Participant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, pursuant to the plans and other documents submitted by QSP Participant and approved by Agency in accordance with the QSP Guidelines. QSP Participant shall complete the improvements within 120 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 4: 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 QSP Participant is unable to obtain (3) or more competitive bids, the QSP Participant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: SITE ASSESSMENT TEAM. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Site Assessment Team comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban 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 Site Assessment Team shall meet with the Owner, or its' representative, and/or QSP Participant. The Site Assessment Team shall recommend approval or disapproval of the Project. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or QSP Participant to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or QSP Participant 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 7: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or QSP Participant 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 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or QSP Participant from undertaking any other work in or about the subject premises which is unrelated to QSP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the QSP 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 and/or QSP Participant 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 and/or QSP Participant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or QSP Participant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 5 " and by this reference made a part hereof.

The Owner and/or QSP Participant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Owner and/or QSP Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner and/or QSP Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: 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 and/or QSP Participant 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 and/or QSP Participant in the event of any default or breach by the Agency or for any amount which may become due to the Owner and/or QSP Participant 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 and QSP Participant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and Attachment " 4-A " 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 and/or

QSP Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 11: 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, QSP Participant 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 an 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 and/or QSP Participant 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 and/or QSP Participant agrees to return any and all Agency Funds heretofore paid to the Owner and/or QSP Participant 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 and/or QSP Participant shall entitle the Agency to sue the Owner and/or QSP Participant 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 12: 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 13: TERM AND REIMBURSMENT. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices and supporting documentation by Owner and/or Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the QSP Guidelines.

SECTION 14: 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 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: 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, QSP Participant 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 17: 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 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 6 " 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/or QSP Participant 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 and/or QSP Participant.

SECTION 19: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on ______________________, 2013 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:

________________________, 2013.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

______________________________
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

Michael Nierlich
______________________________
Counsel to the Agency Date

Michael Nierlich
______________________________
Print Name

Cook Living Trust

By: ______________________________
Robyn J. Brooks
"Trustee"

Herd Properties LLC, S Las Vegas Boulevard Series

By: ______________________________
"Principal"

The Art of Flavors, LLC

By: ______________________________
"Principal"

## LIST OF ATTACHMENTS

| | |
|---|---|
| ATTACHMENT " 1 " | LEGAL DESCRIPTION OF THE PROPERTY |
| ATTACHMENT " 2 " | PROOF OF OWNERSHIP OR LEASEHOLD INTEREST |
| ATTACHMENT " 3 " | SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS |
| ATTACHMENT " 4 " | DISCLOSURE OF PRINCIPALS (Property Owner) |
| ATTACHMENT " 4-A " | DISCLOSURE OF PRINCIPALS (QSP Participant) |
| ATTACHMENT " 5 " | PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN |
| ATTACHMENT " 6 " | PROPERTY OWNER CONSENT (If Necessary) |

# ATTACHMENT 1

## LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 2, 3, 4, and 5 all in Block 18 of BOULDER ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 52, in the Office of the County Recorder of Clark County, Nevada.

# ATTACHMENT 2

## PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Copy of Lease By and Between

Cook Living Trust and Herd Properties LLC, S Las Vegas Boulevard Series (Lessor)

And

The Art of Flavors, LLC (Lessee)

Is on file with the City of Las Vegas – Economic and Urban Development Department

# ATTACHMENT 3

## SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

| | |
|---|---|
| 1. **Flooring** | **$6,800.00** |
| 2. **Seal Roof Penetrations** | **$1,750.00** |
| 3. **Life Safety** | **$2,250.00** |
| 4. **Plumbing, Electrical & Mechanical Upgrade** | **$23,950.00** |
| TOTAL ESTIMATED QSP PROJECT COSTS | **$34,750.00** |
| Project Costs (Interior/Exterior) | **$30,070.00** |
| TOTAL Project Costs | **$64,820.00** |

**Development/Permitting Costs**

| | |
|---|---|
| 1. **Permits** | **$5,875.00** |

| | |
|---|---|
| Estimated QSP Grant | **$17,675.00** |

## Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 120 days, depending on contractor's work schedule/work load.

X

## Attachment 4

*Please Print Legibly*

## Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name Robyne Brooks

Mailing Address 3286 Brentwood St LV 89121

Business Phone 737-0190

Tax ID or Social Security Number 88-0234424

Ownership Interest

Estate in Severalty_____ Tenancy in Common X 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 |
|---|---|---|
| Nevada Cook | 3286 Brentwood LV 89121 | 737-0190 |
| Robyne Brooks | 3286 Brentwood LV 89121 | 737-0190 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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*:________

## Alternative Disclosure of Ownership/Principals

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 _____

## Certificate 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 Robyne Brooks

Date 5/1/13

State of Nevada }
County of Clark }

This instrument was acknowledged before me on 5-1-13 (date) by Robyne Brooks (name of person).

Notary Public: ______________________________

ANGELINA CASSARO
Notary Public, State of Nevada
Appointment No. 10-1819-1
My Appt. Expires Mar. 1, 2014

## Attachment 4 - A

*Please Print Legibly*

## Quick Start Disclosure of Ownership/Principals (Business)

Quick Start Contracting Entity Information

Name Desiree G Betancourt - Art of Flavors (LLC)

Mailing Address 1616 S. Las Vegas blvd suite #130 Las Vegas NV 89104

Business Phone (702) 5693636

Tax ID or Social Security Number 1015596460-001

### Type of Business

Sole Proprietor _____ Partnership X Limited Liability Company X Corporation _____

### 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 |
|---|---|---|
| Desiree G Betancourt | 1616 Las Vegas blvd suite 130 LV 89104 | (702)5693636 |
| Felix Arellano | 1616 Las Vegas blvd suite #130 LV 89104 | (702)4300393 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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*:________

## Alternative Disclosure of Ownership/Principals

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 _____

## Certificate of Disclosure of Ownership/Principal – Business

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

Signature ____________________

Date 05/05/2013

State of Nevada }
County of Clark }

This instrument was acknowledged before me on Desyree A Beaumont (~~date~~ name) by
May 5, 2013 (~~name of person~~) date

Notary Public: JoAnn Crolli

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

# ATTACHMENT 5

## PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF Nevada } *Please Print Legibly*
} ss:
COUNTY OF Clark }

I, Desiree Q Beranca, 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 Art of Flavors, a company duly organized in the State of Nevada as a LLC, (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 1616 S. Las Vegas blvd Las Vegas NV 89104 ("Site"), as more particularly described by the Quick Start Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on 06/05/2013.

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. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☐ or

   b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐

   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 or blight. ☑ or,

   d. The 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. ________ (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. ________ (initial)

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

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ________ (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 05 day of 05, 2013.

Authorized Signature: ______________________

SIGNED AND SWORN TO before

me this 5 day of May, 2013, by ______________________

NOTARY PUBLIC

My Commission Expires:

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

X

## ATTACHMENT 6

## Quick Start Real Property Owner Consent

STATE OF Nevada }
} ss:
COUNTY OF Clark }

I, Robyne Brooks, owner and/or authorized representative of APN# 162-03-310-055 also commonly known as BROOKS Center (the "Property") hereby acknowledge and consent to the proposed improvements on the Property (the "Project") **and** consent to the participation in the Quick Start Program which are to be undertaken by ________________, the tenant and/or business owner on the Property. I further consent and authorize the Las Vegas Redevelopment Agency ("Agency"), its officers and employees to have full access to the Property for the purpose of inspecting the Property to determine whether the Project is in compliance with the Quick Start Program.

~~Under certain circumstances, the Agency may place a restrictive covenant at the completion of the project for a period of five years to ensure that the Property, including the building and its improvements are not demolished by the current or a new property owner. The current property owner and/or business owner will have the option to repurchase the restrictive covenant from the Agency during the five year period. In the event it is determined that a restrictive covenant is necessary, the undersigned owner and tenant/business owner acknowledge and agree to sign an agreement and any related documents to effectuate the restrictive covenant.~~

DATED this 1st day of May, 2013.

Property Owner Name: Robyne Brooks

Authorized Representative: Robyne Brooks

SIGNED AND SWORN TO before me this 1st day of May, 2013, by [signature]
Angelina Cassaro

NOTARY PUBLIC
My Commission Expires: 3-1-2014

ANGELINA CASSARO
Notary Public, State of Nevada
Appointment No. 10-1810-1
My Appt. Expires Mar. 1, 2014

Public Purpose/Impact Analysis Report
NRS 279.486

# City Council/Redevelopment Agency Meeting
# December 4, 2013

**Title of Project:** **Quick Start Program Grant**

**Sponsor/Developer:** **Art of Flavors, LLC**

**Address Of Project:** **1616 S. Las Vegas Blvd., #130**

**Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.**

Please refer to RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS – QUICK START AGREEMENT

**Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.**

Approximately $70,695.00

**Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?**

N/A

**Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.**

N/A

**Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:**

Desyree Betancourt leased a small vacant retail location at 1616 S. Las Vegas Boulevard to open a dessert/gelato shop. The shop is located next to a recently opened Venezuelan restaurant. Previous, the gelato shop and restaurant location were retail spaces. As part of a multi-tenant building, where there were additional vacancies, the Art of Flavors provided a needed business for this small shopping center. Since the gelato shop will be open in the evenings, the safety perception should increase at this location.

The location had been vacant for approximately a year without a tenant. The Art of Flavors opened in the portion of the retail space that had been vacant for approximately 1 year. With both the Art of Flavors and the Venezuelan restaurant open, patrons and other tenants will be able to support one another through additional sales and cater to nearby residents and downtown visitors.

**What is the amount of Private Investment and who is providing it?**

Approximately $70,695 – Art of Flavors, LLC

**What is the amount of Public Investment and who is providing it?**

Not to Exceed $17,675 by the City of Las Vegas Redevelopment Agency

**How many Direct Jobs will be Created?** 2.5 Full-Time Equivalent

**How many Indirect Jobs will be Created?** Employment is based on those trades that will be utilized to complete this project. Trades to be utilized for this project will be electrical, plumbing and mechanical professional trades.

**How many Direct Jobs will be Retained?** N/A

**Quantitative Economic Benefits:**

| |
|---|
| $70,695 is being fed into the local economy through the employment of subcontractors for the improvements to the interior and exterior of the building. |

**Total Direct Economic Impact:**

| |
|---|
| $70,695 |

**Total Indirect Economic Impact:**

| |
|---|
| Not Measurable at this time. |

| | | |
|---|---|---|
| Economic Impact Study Performed: | Yes ☒ | No ☐ |
| Return on Investment Analysis Performed: | Yes ☐ | No ☒ |

# City of Las Vegas - FIA Model
## Scenario Results Summary Report
### Subject Project: Art of Flavors, LLC

| | | |
|---|---|---|
| Located in Redevelopment Area? | Yes ☑ | No ☐ |
| Applying for Tax Increment Financing Assistance? | Yes ☐ | No ☑ |

**New Service Population**

| | |
|---|---|
| Residents | 0 |
| Employment (FTE) | 3 |

**Operations Phase: Annually Recurring Estimated Net Fiscal Impact - At Buildout**

**Net Fiscal Impact to City of LV General Fund**

**General Fund Revenues**

| | | |
|---|---|---|
| Per Capita Revenues: | | |
| $194 | per New Service Resident | $0 |
| $89 | per New Service Employee | $270 |
| **Subtotal** | | **$270** |
| Non Per Capita Revenues: | | |
| Property Tax (Ad Valerom) Revenues: | | |
| Real Property | | $1,620 |
| Personal Property | | $0 |
| Hotel Room Tax Revenues | | $0 |
| City Gaming License Fee Revenues | | $0 |
| Consolidated Tax Revenues | | $2,010 |
| **Subtotal** | | **$3,630** |
| **Annual Total** | | **$3,900** |

**General Fund Expenditures**

| | | |
|---|---|---|
| Per Capita Expenditures: | | |
| $667 | per New Service Resident | $0 |
| $307 | per New Service Employee | $920 |
| **Annual Total** | | **$920** |

| | |
|---|---|
| **Net Fiscal Impact to City of LV General Fund** | **$2,980** |
| **Annual Total** | **$2,980** |
| **Analysis Period Cumulative Total: (10 years)** | **$29,800** |

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

11/16/2013 11:56 AM

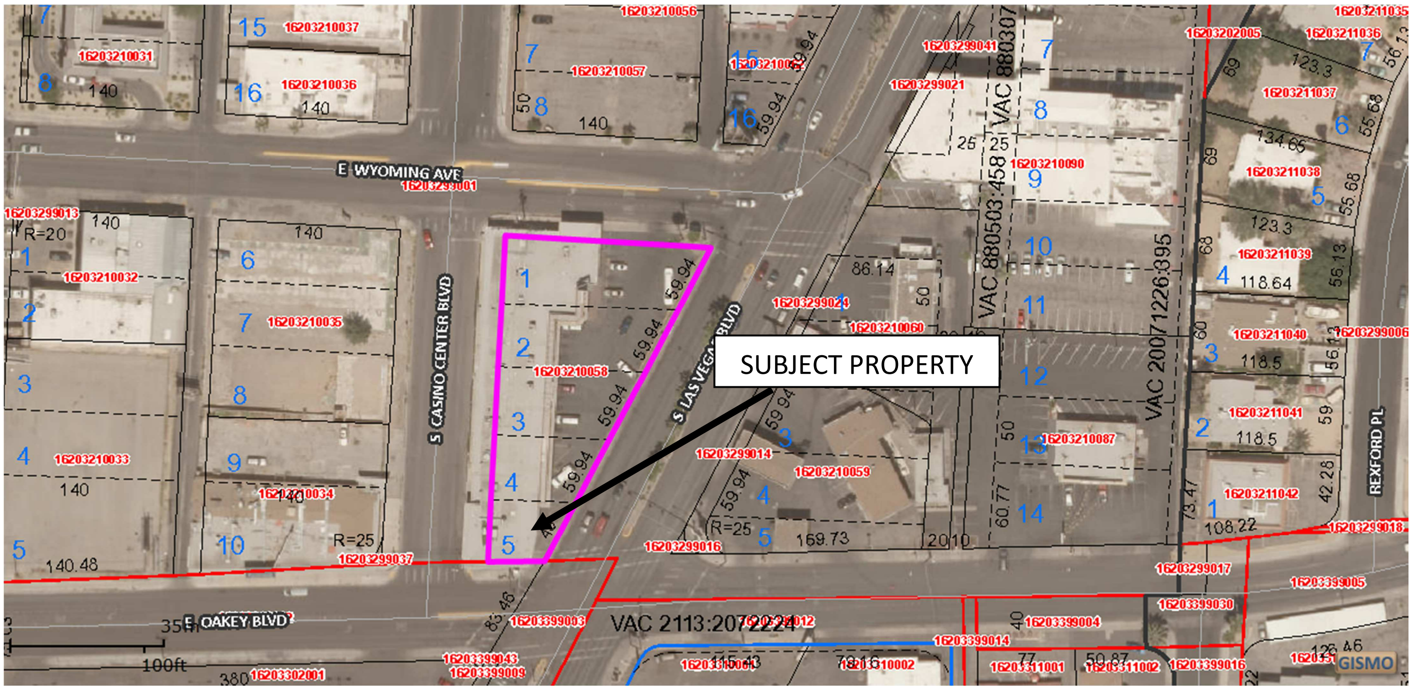
## City of Las Vegas - FIA Model
## Scenario Results Summary Report
### Subject Project: Art of Flavors, LLC

| | |
|---|---|
| **Additional Tax Revenues - To Redevelopment Agency** | |
| Annual Property Tax Revenues [1] | $3,070 |

| | |
|---|---|
| **Construction Phase: One-Time/Non-Recurring Tax Revenue** | |
| **Fiscal Impact to City of LV General Fund Revenues** | |
| One-Time Consolidated Tax Revenues | $220 |

*Note: [1] If the Subject Project is receiving TIF assistance, up to but no more than 50% of the RDA Incremental revenues would be available to a developer as a rebate for qualifying years.*

# SITE MAP
## (THE ART OF FLAVORS, LLC – 1616 S. LAS VEGAS BLVD.)



City of Las Vegas Agenda Item No.: **6.**

# *AGENDA SUMMARY PAGE*

## REDEVELOPMENT AGENCY MEETING OF: DECEMBER 4, 2013

**DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT**
**DIRECTOR: WILLIAM ARENT**

**SUBJECT:**
RA2-2-2013 - Discussion for 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 Mercado 888, LLC, (Owner) located at 1110-1150 South Rainbow Boulevard and 6789 West Charleston Boulevard (APN 163-02-101-002), 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) - Redevelopment Area 2 - Ward 1 (Tarkanian) [NOTE: This item is related to Council Item 22 (R-81-2013)]

**Fiscal Impact**

- ☐ **No Impact** ☐ **Augmentation Required**
- ☒ **Budget Funds Available**

**Amount:** $50,000
**Funding Source:** RDA Special Revenue Fund
**Dept./Division:** Economic and Urban Development/RDA

**PURPOSE/BACKGROUND:**
Mercado 888, LLC, is undertaking exterior improvements to the property that include an upgrade to the exterior façade, parking lot, lighting and signage. This CVIP Agreement will assist with the cost of improvements to the property located at 1110-1150 South Rainbow Boulevard and 6789 West Charleston Boulevard. Approval will adopt findings that the CVIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

**RECOMMENDATION:**
Staff recommends approval and to 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. RA2-2-2013
2. Mercado Del Sol Economic Impact Analysis 11/13/2013
3. Public Purpose Impact Analysis
4. Before and After Photos
5. Site Map

**RESOLUTION NO. RA-2-2013**

**RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND MERCADO 888, LLC (AS OWNER AND CVIP 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 August 12, 2012, that plan of redevelopment entitled, to-wit: the City of Las Vegas Redevelopment Plan for Redevelopment Area 2 pursuant to Ordinance 6205; 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 September 19, 2012 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 Redevelopment Area 2 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, MERCADO 888, LLC (the "OWNER") is the owner of real property and improvements located at 1110-1150 S. Rainbow Boulevard and 6789 West Charleston Boulevard and which parcel is commonly known as APN 163-02-101-002 (the "Site"); and

WHEREAS, MERCADO 888, LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 1110-1150 S. Rainbow Boulevard and 6789 West Charleston

Boulevard and 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 ________________, 2013.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, Chair

ATTEST:

________________________________
BEVERLY K. BRIDGES, MMC
SECRETARY

APPROVED AS TO FORM:

Michael Niarchos
________________________________
Michael Niarchos, Esq. Date
11-13-13

# 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 _________________, 2013, 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 MERCADO 888, LLC, a Nevada limited liability company ("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 Plans (the "Redevelopment Plans") for the City of Las Vegas Redevelopment Areas (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 Areas; 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 areas; 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 the 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 Plans 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 Plans. 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 and the Redevelopment Area 2 Plan which the City Council of the City of Las Vegas adopted on August 15, 2012, by Ordinance No. 6205, as amended. Said Redevelopment Plans, as they now exist and as they may be subsequently amended, are 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 495 South Main Street, 6th Floor, 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 Owner 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 pay 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 thirty (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 one-hundred twenty (120) 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 three (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: Economic and Urban 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 PLANS 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 Areas. 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 Areas;
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 within the Redevelopment Areas or the immediate vicinity of the Redevelopment Areas. 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 Agency 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 an 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.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: Mercado 888, LLC
5014 NW 141st Street
Vancouver, WA 98685

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.

# Exhibit A

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on ________________________, 2013 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:

___________________________, 2013.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ___________________________________
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

___________________________________
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

___________________________________
Michael Niarchos, Esq. Date
Counsel to the Agency

OWNERS

By: ________________________________
J. ROBERT MUSE

By: ________________________________
DELLA Q. MUSE

Its: MANAGERS

# LIST OF ATTACHMENTS

| | |
|---|---|
| ATTACHMENT " 1 " | LEGAL DESCRIPTION OF THE PROPERTY |
| ATTACHMENT " 2 " | PROOF OF OWNERSHIP OR LEASEHOLD INTEREST |
| ATTACHMENT " 3 " | FORM OF FAÇADE EASEMENT DEED |
| ATTACHMENT " 4 " | FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT |
| ATTACHMENT " 5 " | SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS |
| ATTACHMENT " 6 " | DISCLOSURE OF PRINCIPALS |
| ATTACHMENT " 7 " | PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN |

# ATTACHMENT 1

# LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.B. & M., ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 52, OF PARCEL MAPS, PAGE 10, IN THE OFFICE OF THE COUNTY RECORDER OF SAID CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM, THAT PORTION CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED JULY 28, 1997 IN BOOK 970728 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS AS DOCUMENT NO. 01250.

PARCEL 2:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS OVER, ACROSS AND UPON THAT PORTION OF PARCEL 1 AS SET FORTH IN THE EASEMENT AGREEMENT RECORDED JULY 23, 1987 IN BOOK 970723 AS DOCUMENT NO. 00344 OF OFFICAL RECORDS.

Attachment 2
Proof of Ownership

Inst #: 201104140001598
Fees: $16.00 N/C Fee: $25.00
RPTT: $22185.00 Ex: #
04/14/2011 09:20:18 AM
Receipt #: 740237
Requestor:
FIRST AMERICAN TITLE HOWARD
Recorded By: KXC Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

| | |
|---|---|
| A.P.N.: | 163-02-101-002 |
| File No: | NCS-467269-HHLV (sgs) |
| R.P.T.T.: | $22,185.00 C |

When Recorded Mail To: Mail Tax Statements To:
Mercado 888 LLC
5014 NW 141st Street
Vancouver, WA 98685-1583

## *GRANT, BARGAIN and SALE DEED*

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

COG III, LTD, a Nevada limited liability company

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

Mercado 888 LLC, a Nevada limited liability company

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

**PARCEL 1:**

**THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.B. & M., ACCORDING TO THE OFFICIAL PLAT OF SAID LAND OF FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**PARCEL 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 52, OF PARCEL MAPS, PAGE 10, IN THE OFFICE OF THE COUNTY RECORDER OF SAID CLARK COUNTY, NEVADA.**

**EXCEPTING THEREFROM, THAT PORTION CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED JULY 28, 1997 IN BOOK 970728 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NO. 01250.**

**PARCEL 2:**

**A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS OVER, ACROSS AND UPON THAT PORTION OF PARCEL 1 AS SET FORTH IN THE EASEMENT AGREEMENT RECORDED JULY 23, 1987 IN BOOK 870723 AS DOCUMENT NO. 00344 OF OFFICIAL RECORDS.**

Subject to

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

A.P.N.: 163-02-101-002
File No: NCS-467269-HHLV (sgs)
R.P.T.T.: $22,185.00 C

When Recorded Mail To: Mail Tax Statements To:
Mercado 888 LLC
5014 NW 141st Street
Vancouver, WA 98685-1583

# *GRANT, BARGAIN and SALE DEED*

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**EXCEPTING THEREFROM, THAT PORTION CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED JULY 28, 1997 IN BOOK 970728 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NO. 01250.**

**PARCEL 2:**

**A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS OVER, ACROSS AND UPON THAT PORTION OF PARCEL 1 AS SET FORTH IN THE EASEMENT AGREEMENT RECORDED JULY 23, 1987 IN BOOK 870723 AS DOCUMENT NO. 00344 OF OFFICIAL RECORDS.**

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: 4/13/2011

COG III, LTD, a Nevada limited liability company

By: Charles Grigsby, Managing Member

Charles Grigsby

STATE OF **NEVADA** )

: **ss.**

COUNTY OF **CLARK** )

This instrument was acknowledged before me on 4/13/11 by **Charles Grigsby, Managing Member of COG III, LTD, a Nevada limited liability company**.

No. 97-2993-1

Notary Public

(My commission expires: July 30, 2013)

SHARON G. SILVERBERG
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 97-2993-1
MY APPT. EXPIRES JULY 30, 2013

Sharon G. Silverberg

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated **February 04, 2011** under Escrow No. **NCS-467269-HHLV**.

**STATE OF NEVADA**
**DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a) 163-02-101-002
b) ______
c) ______
d) ______

2. Type of Property

| | | | |
|---|---|---|---|
| a) [ ] Vacant Land | b) [ ] Single Fam. Res. | | |
| c) [ ] Condo/Twnhse | d) [ ] 2-4 Plex | | |
| e) [ ] Apt. Bldg. | f) [X] Comm'l/Ind'l | | |
| g) [ ] Agricultural | h) [ ] Mobile Home | | |
| i) [ ] Other ______ | | | |

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

3. a) Total Value/Sales Price of Property: $4,350,000.00
b) Deed in Lieu of Foreclosure Only (value of ( $ ______ )
c) Transfer Tax Value: $4,350,000.00
d) Real Property Transfer Tax Due $22,185.00

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: [signature] Capacity: Manager
Signature: Charles Grigsby Capacity: ______

| **SELLER (GRANTOR) INFORMATION (REQUIRED)** | **BUYER (GRANTEE) INFORMATION (REQUIRED)** |
|---|---|
| Print Name: COG III, LTD | Print Name: Mercado 888 LLC |
| Address: 1142 S. Rainbow Blvd | Address: 5014 NW 141st Street |
| City: Las Vegas | City: Vancouver |
| State: NV Zip: 89146 | State: WA Zip: 98685-1583 |

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

Print Name: First American Title Insurance Company National Commercial Services File Number: NCS-467269-HHLV sgs/sgs
Address 2490 Paseo Verde Parkway, #100
City: Henderson State: NV Zip: 89074

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

# EXHIBIT A
## of Attachment 2

## DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the southern boundary of West Charleston Boulevard and the eastern boundary of South Rainbow Boulevard, including the areas consisting of the building face is the eastern and southern boundary 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, parking area, 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: 163-02-101-002

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

---

## FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged MERCADO 888, LLC, a Nevada limited liability company ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the respective Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area")for which the property is located. In furtherance of the Redevelopment Plans, 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 ______________________________, 2013.

"GRANTOR"

By: ________________________________
J. Robert Muse

By: ________________________________
Della Q. Muse

Its: MANAGERS

ACCEPTED AND AGREED TO:

"GRANTEE:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________________________
CAROLYN G. GOODMAN

Its: CHAIR

ATTEST:

__________________________________
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM

________________________________________
Michael Niarchos, Esq. Date
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF ________ )
)ss.
COUNTY OF ________ )

This instrument was acknowledged before me on the ____ day of ______________, 2013 by J. Robert Muse and Della Q. Muse as Owners.

______________________________
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 ______________, 2013 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

______________________________
Notary Public in and for said County and State

# EXHIBIT A
# LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.B. & M., ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 52, OF PARCEL MAPS, PAGE 10, IN THE OFFICE OF THE COUNTY RECORDER OF SAID CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM, THAT PORTION CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED JULY 28, 1997 IN BOOK 970728 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS AS DOCUMENT NO. 01250.

PARCEL 2:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS OVER, ACROSS AND UPON THAT PORTION OF PARCEL 1 AS SET FORTH IN THE EASEMENT AGREEMENT RECORDED JULY 23, 1987 IN BOOK 970723 AS DOCUMENT NO. 00344 OF OFFICAL RECORDS.

# EXHIBIT B

## DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area:  The area consisting of the building face of said building, which is set-back from the southern boundary of West Charleston Boulevard and the eastern boundary of South Rainbow Boulevard, including the areas consisting of the building face is the eastern and southern boundary 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, parking area, 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: $50,000.00 (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: 163-02-101-002

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

---

## BUILDING FACADE MAINTENANCE AGREEMENT

**THIS AGREEMENT** is made this ____ day of ________________________, 2013, between MERCADO 888, LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

**WHEREAS**, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1110-1150 S. Rainbow Boulevard and 6789 W. Charleston Boulevard, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 163-02-101-002; and

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

**WHEREAS,** Owner has rehabilitated the facades of the Property facing the Facade Easement Area: The area consisting of the building face of said building, which is set-back from the southern boundary of West Charleston Boulevard and the eastern boundary of South Rainbow Boulevard, including the areas consisting of the building face is the eastern and southern boundary 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, parking area, and other architectural projections.

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

**WHEREAS**, by the terms of said 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 Economic and Urban Development, 495 South Main Street, 6th Floor, 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<br>495 South Main Street, 6th Floor<br>Las Vegas, NV 89101<br>Attn: Operations Officer |
| OWNER: | MERCADO 888, LLC<br>5014 NW 141st Street<br>Vancouver, WA 98685<br>Attn: J. Robert Muse and Della Q. Muse |

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.

OWNER

By: ______________________________ Date: ______________________________
Name: J. ROBERT MUSE
Title: Owner

By: ______________________________ Date: ______________________________
Name: DELLA MUSE
Title: Owner

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

By: ______________________________ Date: ______________________________
CAROLYN G. GOODMAN
CHAIR

ATTEST:

______________________________
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

______________________________
Michael Niarchos, Esq. Date
Counsel to the Agency

## ACKNOWLEDGMENTS

STATE OF ________ )<br>
)ss.<br>
COUNTY OF _______ )

This instrument was acknowledged before me on the ____ day of _______________, 2013 by J. ROBERT MUSE AND DELLA MUSE as Owners.

________________________________<br>
Notary Public in and for said County and State

STATE OF NEVADA )<br>
)ss.<br>
COUNTY OF CLARK )

This instrument was acknowledged before me on the ____ day of _______________, 2013 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

________________________________<br>
Notary Public in and for said County and State

# EXHIBIT A

## LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.B. & M., ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 52, OF PARCEL MAPS, PAGE 10, IN THE OFFICE OF THE COUNTY RECORDER OF SAID CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM, THAT PORTION CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED JULY 28, 1997 IN BOOK 970728 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS AS DOCUMENT NO. 01250.

PARCEL 2:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS OVER, ACROSS AND UPON THAT PORTION OF PARCEL 1 AS SET FORTH IN THE EASEMENT AGREEMENT RECORDED JULY 23, 1987 IN BOOK 970723 AS DOCUMENT NO. 00344 OF OFFICAL RECORDS.

# EXHIBIT B

# DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the southern boundary of West Charleston Boulevard and the eastern boundary of South Rainbow Boulevard, including the areas consisting of the building face is the eastern and southern boundary 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, parking area, 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.** | **Clean and paint buildings, columns, fences and pylon sign** | **$44,000.00** |
| | **Repair and repaint window mullions and doors** | **$25,500** |
| | **Replace tile to coordinate with new colors** | |
| **2.** | **Replace awnings to coordinate with new colors** | **$8,400.00** |
| | **Repair broken/discolored sidewalks, stain as needed** | **$26,835.00** |
| **3.** | **Add solar powered village style lighting to entry and parking lot** | **$8,400.00** |
| **4.** | **Repair/resurface and restripe parking lot and curbs** | **$19,700.00** |
| **5.** | **Phase in modern storefront signage** | **$12,700.00** |
| **6.** | **Glass repair** | **$5,000.00** |
| **TOTAL ESTIMATED EXTERIOR PROJECT COSTS** | | **$150,535.00** |
| **TOTAL ESTIMATED INTERIOR PROJECT COSTS** | | **$128,460.00** |
| | **TOTAL PROJECT COSTS** | **$278,995.00** |
| **Estimated CVIP Grant** | | **$50,000** |

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

## Schedule of Improvements

Work will begin thirty (30) days after approval of Agreement and should be complete within one-hundred twenty (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 MERCADO 888 LLC, A NEVADA LLC

Mailing Address 5014 NW 141st Street, Vancouver, WA 98685-1583

Business Phone (503) 880 8650

Tax ID or Social Security Number 90-0656000

## Ownership Interest

Estate in Severalty __X___ 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 and Title | Business Address | Business Phone |
|---|---|---|
| J. Robert Muse | 5014 NW 141st Street, Vancouver, WA 98685 | (503) 880 8650 |
| Della Q. Muse | 5014 NW 141st Street, Vancouver, WA 98685 | (503) 880 8650 |

## 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 J R Muse

Date 10/28/13

State of ~~Nevada~~ Washington SGS 10/28/13

County of Clark

This instrument was acknowledged before me on

10/28/2013 (date) by

J. Robert Muse (name of person)

Summer G Strom

Notary Public

Notary Public
State of Washington
SUMMER G STROM
My Appointment Expires Sep 17, 2017

I, J.. Robert Muse, 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 Mercado 888 LLC, a company duly organized in the State of Nevada as a LLC, (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 1110–1150 S. Rainbow Blvd. and 6789 W. Charleston Blvd.("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 December 4, 2013. .

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; X
b. Create jobs or other business opportunities for nearby residents; X
c. Increase local revenues from desirable sources; X
d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; X
e. Possess attributes that are unique, either as to type of use or level of quality and design; X
f. Require for their construction, installation or operation the use of qualified and trained labor; X 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. X .

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.; 0 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. 0 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. X 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. X 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. X

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

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. JRM (initial)
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. JRM (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. JRM (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. JRM (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 28th day of October, 2013.

Authorized Signature: J R Muir

SIGNED AND SWORN TO before

me this 28th day of October, 2013, by J. Robert Muir

NOTARY PUBLIC Summer G Strom
My Commission Expires: Sep 17, 2017

Notary Public
State of Washington
SUMMER G STROM
My Appointment Expires Sep 17, 2017

# VIP Real Property Owner Consent

Attachment 8

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, J. Robert Muse, owner and/or authorized representative of APN# 163-02-101-002 also commonly known as Mercado Del Sol Shopping Center at 1110-1150 S. Rainbow Blvd and 6789 W. Charleston Blvd. hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by MERCADO 888 LLC, the property owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 28th day of October 2013.

Authorized Representative: J R Muse

SIGNED AND SWORN TO before

me this 28th day of October, 2013, by J. Robert Muse

NOTARY PUBLIC Summer G Strom
My Commission Expires: Sep 17, 2017

Notary Public
State of Washington
SUMMER G STROM
My Appointment Expires Sep 17, 2017

**Mercado Del Sol**
**Economic Impact Analysis**
**11/13/2013**

**Impact Summary**

| ImpactType | Employment | LaborIncome | TotalValueAdded | Output |
|---|---|---|---|---|
| Direct Effect | 105.0 | 1,772,084.0 | 11,645,102.1 | 13,560,547.0 |
| Indirect Effect | 5.6 | 250,434.8 | 459,303.5 | 734,755.0 |
| Induced Effect | 4.2 | 172,924.4 | 351,557.2 | 532,344.6 |
| Total Effect | 114.8 | 2,195,443.3 | 12,455,962.8 | 14,827,646.6 |

**Top Ten for Employment**

| Sector | Description | TotalEmployment | TotalLaborIncome | TotalTotalValueAdded | TotalOutput |
|---|---|---|---|---|---|
| 360 | Real estate establishments | 106.2 | 1,792,835.8 | 11,781,470.9 | 13,719,346.5 |
| 413 | Food services and drinking places | 1.0 | 31,207.0 | 42,323.5 | 72,122.1 |
| 411 | Hotels and motels, including casino hotels | 1.0 | 44,506.5 | 86,642.4 | 145,896.8 |
| 388 | Services to buildings and dwellings | 0.9 | 23,285.2 | 30,421.5 | 58,979.2 |
| 355 | Nondepository credit intermediation and related activities | 0.7 | 56,050.6 | 64,699.9 | 108,529.6 |
| 367 | Legal services | 0.4 | 31,925.5 | 48,268.0 | 62,763.5 |
| 356 | Securities, commodity contracts, investments, and related activities | 0.3 | -185.7 | -184.6 | 21,940.5 |
| 324 | Retail Stores - Food and beverage | 0.2 | 8,201.4 | 11,790.6 | 15,480.9 |
| 400 | Individual and family services | 0.2 | 4,664.2 | 4,433.6 | 7,210.8 |
| 394 | Offices of physicians, dentists, and other health practitioners | 0.2 | 15,092.4 | 15,589.9 | 24,770.4 |

**State and Local Tax Impact by Total**

| InstitutionReceipts | TransferType | Description | Employee Compensation | Proprietor Income | Tax on Production and Imports | Households | Corporations |
|---|---|---|---|---|---|---|---|
| 12001 | 15007 | Dividends | | | | | $3,469.00 |
| 12001 | 15014 | Social Ins Tax- Employee Contribution | $1,605.00 | | | | |
| 12001 | 15015 | Social Ins Tax- Employer Contribution | $3,718.00 | | | | |
| 12001 | 15020 | Indirect Bus Tax: Sales Tax | | | $633,808.00 | | |
| 12001 | 15021 | Indirect Bus Tax: Property Tax | | | $384,935.00 | | |
| 12001 | 15022 | Indirect Bus Tax: Motor Vehicle Lic | | | $7,809.00 | | |
| 12001 | 15023 | Indirect Bus Tax: Severance Tax | | | $4,853.00 | | |
| 12001 | 15024 | Indirect Bus Tax: Other Taxes | | | $141,156.00 | | |
| 12001 | 15025 | Indirect Bus Tax: S/L NonTaxes | | | $35,466.00 | | |
| 12001 | 15026 | Corporate Profits Tax | | | | | |
| 12001 | 15027 | Personal Tax: Income Tax | | | | | |
| 12001 | 15029 | Personal Tax: NonTaxes (Fines- Fees | | | | $7,814.00 | |
| 12001 | 15030 | Personal Tax: Motor Vehicle License | | | | $1,202.00 | |
| 12001 | 15031 | Personal Tax: Property Taxes | | | | $875.00 | |
| 12001 | 15032 | Personal Tax: Other Tax (Fish/Hunt) | | | | $389.00 | |
| 12001 | 99999 | Total State and Local Tax | $5,323.00 | | $1,208,027.00 | $10,279.00 | $3,469.00 |

Public Purpose/Impact Analysis Report
NRS 279.486

# City Council/Redevelopment Agency Meeting
# December 4, 2013

**<u>Title of Project:</u> Mercado Del Sol VIP**

**<u>Sponsor/Developer:</u> Mercado 888, LLC**

**<u>Address Of Project:</u> 1110-1150 S. Rainbow Blvd and 6789 W. Charleston Blvd**

**Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.**

Please refer to Exhibit A of RDA Resolution for copy of agreement: (*Commercial Visual Improvement Agreement and Grant of Façade Easement)*

**Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.**

$278,995

**Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?**

N/A

**Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.**

N/A

**Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:**

Mercado 888, LLC has acquired the retail center which has a high vacancy rate. The owner plans to invest significant dollars to attract new tenants and retain long-time tenants such as Honey Baked Ham Co., Cash America, Blue Haven Pools Allure Gardens and more.

**What is the amount of Private Investment and who is providing it?**

$278,995 owner equity

**What is the amount of Public Investment and who is providing it?**

$50,000, City of Las Vegas Redevelopment Agency

**How many Direct Jobs will be Created?** 48 full-time, 21 part-time

**How many Indirect Jobs will be Created?** Employment is based on those trades that will be utilized to complete this project. Trades to be utilized for this project will include a full interior remodel, upgrading the existing exterior façade and signage.

**How many Direct Jobs will be Retained?** 47 full-time, 21 part-time

**Quantitative Economic Benefits:**

$278,995 is being fed into the local economy through the employment of subcontractors for the improvements to the interior and exterior of the building along with signage.

**Total Direct Economic Impact:**

| |
|---|
| $278,995 |

**Total Indirect Economic Impact:**

| |
|---|
| Not measurable at this time. |

| | | |
|---|---|---|
| Economic Impact Study Performed: | Yes ☐ | No ☒ |
| Return on Investment Analysis Performed: | Yes ☐ | No ☒ |

**Before and After Photos**
**Mercado Del Sol**

Before


After

Mercado Del Sol

Before


After

Site Map
Mercado Del Sol

City of Las Vegas

Agenda Item No.: **7.**

## *AGENDA SUMMARY PAGE*
**REDEVELOPMENT AGENCY MEETING OF: DECEMBER 4, 2013**

**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: DECEMBER 4, 2013**

**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