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)
STEVEN D. ROSS, VICE-CHAIR (Ward 6)
LOIS TARKANIAN (Ward 1), RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)
BOB COFFIN (Ward 3), BOB BEERS (Ward 2)

June 17, 2015
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 LUANN D. HOLMES, ACTING 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.

Agenda

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

4. For possible action to approve the Final Minutes by reference of the regular Redevelopment Agency meeting of May 6, 2015

Redevelopment Area

5. Discussion for possible action regarding the modification of the Commercial Visual Improvement Program (CVIP) that provides financial assistance to new, existing and expanding business owners with exterior improvements to commercial properties within the Redevelopment Area - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

6. Discussion for possible action regarding a Parking Garage Payment Agreement between the City of Las Vegas Redevelopment Agency and the Fremont Street Experience Parking Corporation (FSE) to continue city reimbursements through January 31, 2026 for acquisition of parking-related property located at 495 Fremont Street - Redevelopment Area - Ward 3 (Coffin)

7. RA-12-2015 - 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 900-932 Casino Center, LLC, (Owner) located at 900-932 South Casino Center Boulevard (APNs 139-34-410-032, -034, -037 and -038), 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 Ward 3 (Coffin) [NOTE: This item is related to Council Item 42 (R-31-2015)]

Citizens Participation

8. 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

9. 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: JUNE 17, 2015

SUBJECT:

CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 17, 2015

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas

Agenda Item No.: **3.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 17, 2015

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: JUNE 17, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING

SUBJECT:
For possible action to approve the Final Minutes by reference of the regular Redevelopment Agency meeting of May 6, 2015

City of Las Vegas

Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 17, 2015

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT

SUBJECT:
Discussion for possible action regarding the modification of the Commercial Visual Improvement Program (CVIP) that provides financial assistance to new, existing and expanding business owners with exterior improvements to commercial properties within the Redevelopment Area - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

Fiscal Impact

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

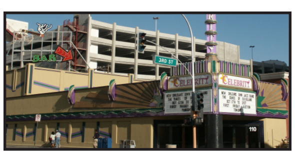
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
A major objective of the Redevelopment Area Plan is to establish financial mechanisms that provide incentives for existing property owners to upgrade their properties and/or provide inducements for new businesses to locate in the area. The CVIP will provide a grant up to $25,000 for projects located anywhere within redevelopment boundaries and $50,000 grant for projects located within the boundaries of targeted areas, to businesses that meet the application requirements for exterior improvements.

RECOMMENDATION:
Staff recommends approval of the Commercial Visual Improvement Program modifications and related documents, and approval of the funding authority for the CVIP.

BACKUP DOCUMENTATION:
1. Visual Improvement Program Handbook
2. Site Map

Visual Improvement Program



Handbook Includes:

- *Program Details*
- *Process Checklist*
- *Application w/attachments*

April 2015

City of Las Vegas Redevelopment Agency • 495 South Main Street, 6th Floor • Las Vegas, NV 89101 • 702.229.6100

VIP Program Details

Summary

This program is intended to provide a property owner and/or business owner financial assistance for undertaking significant exterior rehabilitation and renovation of commercial, industrial or mixed-used properties located in the city of Las Vegas Redevelopment Areas (Areas). All commercial, industrial and mixed-use properties within one of the Redevelopment Areas are eligible for assistance. The city of Las Vegas Redevelopment Agency (Agency) will rebate pre-approved qualified exterior improvements undertaken by the applicant. Commercial VIP participants may qualify for a maximum of $25,000 within the Redevelopment Area.

In consideration for the rebate, the property owner shall agree to grant and convey to the Agency a non-exclusive façade easement deed and building maintenance agreement to be recorded with the Clark County Recorder upon the property, at completion of the improvements, 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 years.

Objectives and Goals

The primary objective of the VIP is to encourage the rehabilitation of commercial, industrial and mixed-use buildings, enhance the physical appearance of the area and improve the overall economic viability of Las Vegas' urban core. This objective compliments the goals of the city of Las Vegas Redevelopment Agency Plan, the city of Las Vegas Downtown Centennial Plan, the city of Las Vegas 2020 Master Plan and the Redevelopment Area 2 Plan.

These objectives can be accomplished by encouraging commercial, industrial and mixed-use property owners and long-term tenants of these properties to reinvest in and renovate their properties. The program is intended to improve the aesthetic nature of properties and to assist in bringing properties up to current building and property code standards. In addition, the program intends to act as a catalyst for other nearby property owners to consider improving their properties.

Each applicant should be prepared to demonstrate how its proposed project meets one, or more, of the following VIP goals:

1. The project results in a significant improvement to the exterior of a commercial, industrial or mixed-use building consisting of but not limited to any combination of the following:
   - Appropriate, permanent landscaping;
   - Improved and/or upgraded signage on the building parapet or on a monument/pole sign. If multiple signs are used to differentiate businesses located on the property, then coordination and style of signage will be important;
   - Better access and availability of parking for on-site users;
   - Examples of exterior improvements to include any of the following: painting, new or repaired/replaced windows, improved entry ways, lighting, new or repaired/replaced awnings, and cleaning of exterior walls; new or repaired façades.

Objectives and Goals Continued

2. The building or buildings to be improved are clearly visible from a street, sidewalk or public right-of-way.
3. The project maximizes the leveraging of Agency funding with private equity or private debt participation from the project owner or owners.
4. The owner of the project is committed to maintaining or expanding its business presence at the project location.
5. The owner of the project is committed to maintain all project improvements for the useful life of the improvements.
6. The project possesses positive economic attributes that will provide and increase economic activity around the surrounding neighborhood.

Funding Priorities

To support the VIP objective and goals, the Agency reserves the right to fund projects according to the following funding priorities (in no particular order):

1. Projects for which the existing building or on-site improvements are substantially dilapidated;
2. Projects for which multiple and adjacent business owners seek to collaborate;
3. Projects for which the owner or owners demonstrate the maximum possible leveraging of city funds;
4. Projects which are catalytic in nature and have the potential to revitalize and promote the economic stability of the surrounding neighborhood;
5. Projects for which an owner or owners demonstrate the ability to sustain the improvements;
6. Projects for which an owner or owners demonstrate that no other reasonable means of financing exist to fully fund the desired improvements.
7. Projects for which the property owner has tenant vacancies and is looking to substantially improve the property to attract tenants that reflect the increasing economic growth and transition of the surrounding neighborhood and will seek input from the Agency for desirable businesses, or provides a re-tenanting plan that meets with the approval of the Agency.

Matching Contribution

To ensure that the Agency's investment in the project is maximized, the Agency will require the applicant to provide a matching contribution to the Agency's funds and that the applicant has a vested financial interest in the exterior improvements. Each applicant must contribute a 2:1 match to the Agency's funds. For example, to receive the maximum benefit amount of $25,000, an applicant would need to invest $50,000 or more in qualified improvements for the subject property. The Agency encourages applicants to contribute the maximum matching contribution possible. Applicants which propose to contribute higher matching contributions may be given preference by the Agency for assistance. The Agency requires that the project be completed and the applicant submit paid invoices and cancelled checks as proof of applicant's matching contribution before the Agency will process the reimbursement.

VIP Program Details

Program Eligibility

All commercial, industrial and mixed-use properties located within the designated Redevelopment Areas and located in commercial, industrial or mixed-use zoning districts. Properties which have multiple retail tenants and/or vacant storefronts will be considered on a case-by-case basis. Applicant must provide a list of current tenants and/or a re-tenanting plan which details the types of commercial, industrial or mixed-use tenants the applicant will recruit. New construction projects within the listed categories are also eligible.

All of the following requirements must be satisfied for a project to receive funding:

1. The project is located within one of the city of Las Vegas Redevelopment Areas. (see Appendix A & B for Maps)
2. The applicant must demonstrate site control for the project. This can be demonstrated through either:
    a. Fee simple ownership deed; or
    b. Owner/mortgagor of the property with a minimum of 20 percent equity interest in the property; or
    c. Long-term leasehold interest for a minimum period of five years subsequent to the date of application, with all lease payments current at the time of application.
    d. Long-term leaseholder must provide proof that property owner has consented to the VIP application.
3. Principal owner(s)/applicant may not apply for more than **one (1) VIP or QSP or other Agency funded incentive per fiscal year.**
4. The property on which the project is situated must be free of all mechanic's liens at the time of application.
5. The applicant must not have any current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years.
6. The applicant must have a current city of Las Vegas business license.
7. The applicant must have proper zoning on which the building or improvements are situated.
8. The applicant must not have any past-due federal, state, county or city of Las Vegas tax bills at the time of application.
9. The applicant must have no past-due bills or debts payable to the city of Las Vegas or the Agency.
10. The buildings, facilities, structures or other improvements are of benefit to the redevelopment areas.
11. No other reasonable means of financing those buildings, facilities, structures or other improvements are available. No other reasonable means of financing is defined by one or more of the following:
    a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment areas in which the business would ordinarily choose to locate outside the redevelopment areas if the grant were not provided. This is evidenced by a "but for" letter or statement from the business owner.
    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. This is evidenced by state or city ordinance.
    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. This is evidenced by photographs of the immediate surrounding area displaying the slum and blight.
    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. This is evidenced by a denial letter from a financial institution.
    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. This is evidenced by a positive economic impact analysis.

VIP Program Details

Ineligible Properties and Businesses

The following properties are ineligible:

1. Single-family residential properties;
2. Multi-family residential properties not part of a larger mixed-use development; or
3. Properties which have received funding from the Agency, or from the city of Las Vegas, within the past year for capital improvements, on-site improvements, or off-site improvements; or
4. Properties or projects which do not satisfy all of the program eligibility requirements.
5. Properties in which the principal owner(s) has an outstanding, incomplete or existing VIP, QSP or other Agency funded incentive currently pending, open or in progress on another property.
6. Medical Marijuana business owner or landlord to a Medical Marijuana business
7. Businesses that require a Privileged License:
    - Adult Nightclub
    - Wedding Chapels
    - Key Employees
    - Auctions & Auctioneers
    - Burgular Alarms
    - Erotic Dance
    - Escort Bureau
    - Gaming Non-Restricted
    - Gaming Restricted
    - Slot Route Operator
    - Ice Cream Truck
    - Locksmiths
    - Martial Arts
    - Massage Establishment
    - Massage Therapists
    - Outcall Entertainment
    - Pistol Permit
    - Pawnbroker & Auto Pawn
    - Psychic Arts
    - Reflexology
    - Secondhand Sales
    - Smoke Shop
    - Teenage Dances
    - Temporary Privilege License

8. Tattoo Parlors
9. Check Cashing
10. Bail Bonds
11. Sexually Oriented Businesses
13. Convenience Stores

VIP Program Details

Direct Grant via Reimbursement

Incentives to program applicants will be distributed in the form of cash rebates. The maximum amount for any basic individual grant award is $25,000. The Agency reserves the right to pay in installments, or in one lump sum amount. Participation in this program and approval of any grant is at the sole discretion of the Agency Board. The Agency or its Board reserves the right to refuse payment of any change orders not authorized prior to the commencement of construction work.

Use of Funds - Pre-approved Qualified Exterior Improvements

Pre-approved qualified exterior improvements which shall be considered for reimbursement includes but is not limited to 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. Demolition of obsolete structures or signage improvements may be eligible only when undertaken as part of an overall renovation project. Any other external improvements required to bring a building or property up to code are also eligible. Additions and expansions to buildings that will benefit the overall appearance of the property may also be eligible. <u>*All plans must be approved by the city of Las Vegas Redevelopment Agency Board prior to the commencement of any work.*</u> Improvements may be made to individual commercial, industrial or mixed-use buildings; commercial, industrial or mixed-use centers, as well as qualified commercial, industrial or mixed-use property. Permanent landscaping may be included in this program provided that all improvements meet city codes and ordinances, and are consistent with any development plans adopted by the city of Las Vegas and by the city of Las Vegas Redevelopment Agency.

Internal Design Review Committee

The director of the Economic and Urban Development Department, as the program director, may appoint members of an Internal Design Review Committee. The committee shall include, but not be limited to, staff from the following city departments or divisions: Land Development, Public Works; Current Planning; Development Coordination, Public Works; Redevelopment Officer, Economic and Urban Development; and additional staff as needed to review all merits of the proposed improvement or improvements.

Warranty Information

The final selection of a contractor is the sole responsibility of the participating applicant. As such, the Agency shall offer no warranty on work performed. The applicant should obtain any desired warranty information from the contractor in writing.

Prohibited Use of Funds

Funds may not be used for: working capital, property purchase, equipment or inventory acquisition; the refinancing of existing debt; or the refinancing of private funding.

Availability of Funds

The Agency has agreed to budget a certain amount of funds for this program, which may be amended from time to time. Applications will be accepted throughout the year on a first come, first served basis. Once all budgeted funds for that year are expended, no further applications will be accepted.

For the purposes of this program, a commercial property shall be any property, business, or use which contains a zoning designation of a P-R, N-S, O, C-D, C-1, or C-2 as defined by city of Las Vegas Zoning Ordinance Chapter 19A.04.

An industrial property shall be any property, business, or use which contains a zoning designation of either C-PB, C-M, or M, as defined by city of Las Vegas Zoning Ordinance Chapter 19A.04.

A mixed-use property shall be any property, business or use which contains a zoning designation of either R-3, R-4, P-R, N-S, O, C-1, C-2 or C-PB as defined by City of Las Vegas Zoning Ordinance Chapter 19A.04.

To be eligible, a commercial, industrial or mixed-use property must meet all requirements of the VIP Program, as specified above in Section E, Program Eligibility. Properties specified in Section F, Ineligible Properties and those properties that are deemed non-responsive to addressing the changing characteristics of the surrounding neighborhood by the Agency, shall not be eligible for this program.

The Agency shall have the ultimate authority to accept or reject each application, and have complete authority to decide whether requested work is eligible for this program.

VIP Program Details

Approval Policy

Applications will be reviewed in the order which they are received.

Approval will be based on the following criteria:

- the condition of the existing structure or property;
- the value of the completed improvement;
- the amount of matching funds contributed by the Participant;
- consistency with city of Las Vegas development and construction requirements;
- potential to stabilize or increase economic activity within the surrounding neighborhood;
- current and future tenant mix; and
- the quality of the proposed design.

The Agency shall only be obligated to commit funds only after a VIP agreement with the applicant is approved by the Las Vegas City Council acting as the Board of Directors for the city of Las Vegas Redevelopment Agency.

Any action taken by the city of Las Vegas Redevelopment Agency Board of Directors is final. There is no appeal process for applications which are not approved by the city of Las Vegas Redevelopment Agency Board of Directors.

Time Frames

- Application process takes approximately 60-90 days once all necessary documents and materials are received
- **<u>All projects receiving VIP funds must be completed within 180 days</u>** of the date originally approved by Las Vegas City Council acting as the Redevelopment Agency Board of Directors. Projects not completed within the specified 180 days will forfeit all VIP funds approved and allocated to the respective project.
- Reimbursement of funds takes approximately 30-60 days once copies of all invoices and cancelled checks are received.

VIP Process Checklist

Items Needed to Complete Application

- ☐ List of all property owner's names and contact information
- ☐ Proof of ownership (Deed) or long-term lease
- ☐ Copies of business entity documents and if applicable, business license(s)
- ☐ Property parcel number (s) and legal description (s)
- ☐ List of proposed improvements w/ estimated project costs
- ☐ Evidence of no other reasonable means of financing
- ☐ Maintenance program
- ☐ High resolution images of the property, currently, from all sides and angles (CD or thumb drive)
- ☐ High resolution images or renderings of proposed project (CD or thumb drive)
- ☐ If you are a tenant, copy of signed estoppels

Application Process

- ☐ Confirm that the subject property is within a Redevelopment Area
- ☐ Confirm that the subject property is zoned commercial, industrial or mixed-use
- ☐ Meet with city of Las Vegas Planning and Development and/or Public Works Departments to determine if any building and/or encroachment permits are needed for your project
- ☐ Complete, sign and date *application*
- ☐ Complete and have notarized *Disclosure of Ownership/Principals* (Real Property and Business)
- ☐ Compete and have notarized *Participant Affidavit and Employment Plan*
- ☐ If applicable, complete and submit all appropriate building and/or encroachment permits
- ☐ Make copies of completed forms for your files
- ☐ **Schedule a Manadatory Pre-Qualification Meeting** with Redevelopment Agency staff.

  <u>NO EMAILED OR FAXED APPLICATIONS WILL BE ACCPETED.</u>

  Incomplete applications will not be accepted. There are no waiting lists. Only those applications that have been reviewed by Agency staff and confirmed complete by staff will move forward to the internal review process. Contact 702-229-6551 to schedule an appointment, please have all original completed forms, copies of business entity documents, copies of business license(s), copies of estoppels (if applicable), current and proposed project images (CD or thumb drive with images is preferred) and any other needed items available at your scheduled meeting.

<u>IF YOU DO NOT RECEIVE A SIGNED CONFIRMED COPY OF YOUR APPLICATION FROM STAFF, YOUR APPLICATION HAS NOT BEEN ACCEPTED.</u>

Application Acceptance

Your application is not accepted until confirmed complete by Agency staff.

(This section to be completed by Agency staff only)

The application presented by ____ for the project located at

____ has been reviewed and confirmed

to be complete on the ______________day of _____________________, ___________.

Reviewer___________________________________(Print) ________________________________(Signature)

Once confirmed your application will be reviewed by the Internal Design Committee. You will be contacted by staff if there are additional questions or requirements. Staff will also notify you if your application will be recommended for an Agency Board hearing. Please Note: All approvals are determined by the Las Vegas City Council, acting as Board of Directors for the Redevelopment Agency. The Internal Design Committee is a recommending group to the Las Vegas City Council and the Redevelopment Agency and has no authority to approve your application.

If your application is recommended to move forward by the Internal Design Committee , staff will schedule a hearing date and make all necessary preparations to present the application to the Las Vegas City Council, acting as Board of Directors for the Redevelopment Agency.

☐ Attend Las Vegas City Council Meeting Date:_________________________
- Date and time will be provided to you by staff
- Attendance to this meeting is necessary

If your project is approved by the Las Vegas City Council, acting as Board of Directors for the Redevelopment Agency and you have received any applicable and appropriate building and/or encroachment permits you may commence work on your project immediately thereafter.

Once Your Project is Completed

☐ Take pictures of the completed project (CD or thumb drive)

☐ Submit copies of paid invoices with corresponding copies of cancelled checks and notice of lien release from all contractors.

Staff will draft and record the façade easement and maintenance agreement with the Clark County Recorder as well as process the paperwork for reimbursement.

VIP Application

Applicant Information

Applicant's Name: ____

Applicant's Corporate Name: ____

Applicant's Corporate Business Address: ____

Name of Business at Project Address:____

Applicant's city of Las Vegas Business License Number: ______________________________

Federal Tax ID Number or Social Security Number: ______________________________

Applicant's Phone Numbers: ____________________Business ____________________ Cell

Applicant's E-mail Address: ____

Is the applicant the property owner or the tenant? _______Owner _______ Tenant

Property Information

Property Owner's Name: ____

Property Owner's Mailing Address:____

Property/Project Address: ____

Assessor Parcel Number(s): ____

Name of Tenant:(s): ____

Lease Expiration Date:____________________ Option to Extend:_____ Yes_____ No How Long:________Years

Property Manager:______________________________ Phone:__________________ Fax:____________________

1. Is the proposed project located in a Redevelopment Area? ______YES ______NO

2. Current Number of Employees: ______Full-Time ______Part-Time ______Contract

3. Number of Employees (Post Project Completion) ______Full-Time ______Part-Time ______Contract

4. Current and/or Projected Wages for Employees: (please attach additional sheet if necessary)

   Job Title______________________ Salary Range $_________________(annual/hourly)

   Job Title______________________ Salary Range $_________________(annual/hourly)

   Job Title______________________ Salary Range $_________________(annual/hourly)

   Job Title______________________ Salary Range $_________________(annual/hourly)

   Job Title______________________ Salary Range $_________________(annual/hourly)

Please list and describe each of the proposed interior and exterior improvements.

Please describe the extent to which the existing building or on-site improvements are dilapidated.

Please describe how you plan to leverage VIP grant funds with other contributed funds.

Please describe how you intend to maintain the improvements through their useful life.

Estimated Budget for Exterior Improvements

Use of Funds (Activity)	Source of Funds	Estimated Cost
Total Exterior Budget		$

Exterior Costs $_______________ Interior Costs $_______________ Project Total $_______________

Project Funded with: _____Owner Equity _____Bank Financing _____Investors _____Other (_______________)

Execution of Application

The applicant acknowledges that the Redevelopment Agency will not pay for work commenced prior to approval of the VIP grant as evidenced by an executed VIP agreement. Any work started prior to the execution of the VIP agreement shall be the applicant's responsibility. Furthermore, the applicant acknowledges that the Las Vegas City Council, acting as the Redevelopment Agency Board, must approve the application and the corresponding VIP Agreement prior to distribution of funds. Applicant acknowledges that the identified project must be completed within 180 days of the original approved date and if said project is not completed within 180 days, all funds approved and allocated for said project will be forfeited by applicant and the corresponding VIP agreement terminated. Applicant also acknowledges that it must expend its full matching contribution prior to any reimbursement of VIP grant funds.

Signature____ Date___________________

Print Name ____

Title ____

VIP Disclosure of Ownership/Principals

Definitions

"city" means the city of Las Vegas.

"City Council" means the governing body of the city of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the city of Las Vegas.

"Principal" means individual or entity holding more than one percent interest;

for each type of business organization:

- (a) sole proprietorship – the owner of the business;
- (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation;
- (c) partnership – the general partner and limited partners;
- (d) limited liability company – the managing member as well as all the other members.

for each type of real property interest:

- (a) estate in severalty - sole ownership by one individual or entity
- (b) tenancy in common - multiple owners without right of survivorship
- (c) joint tenancy - multiple owners with right of survivorship

Policy

In accordance with resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the city of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

Instructions

The disclosure required by the resolutions referenced above shall be made through the completion and execution of this certificate. The Contracting Entity shall complete Block 1, Block 2 and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

Incorporation

This certificate shall be incorporated into the resulting contract or agreement, if any, between the city and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the city in writing of any material changes to the information in this disclosure. This notification shall be made within 15 days of the change. Failure to notify the city of any material change may result, at the option of the city, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

VIP Disclosure of Ownership/Principals

Please Print Legibly

VIP Contracting Entity Information

Name ____

Mailing Address ____

Business Phone ____

Tax ID or Social Security Number____

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

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______________________________

Date______________________________

State of Nevada
County of Clark

This instrument was acknowledged before me on

______________________(date) by

______________________________ (name of person)

____
Notary Public

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name ____

Mailing Address ____

Business Phone ____

Tax ID or Social Security Number____

Type of Business

Sole Proprietor_____ Partnership______ Limited Liability Company______ 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 business.

Full Name & Title	Business Address	Business Phone

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 - Business

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

Signature______________________________

Date______________________________

State of Nevada
County of Clark

This instrument was acknowledged before me on

______________________________(date) by

______________________________ (name of person)

____
Notary Public

VIP Participant Affidavit and Employment Plan

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I,_______________________________________, 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_________________________, a company duly organized in the State of Nevada as a________________________, (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_________________________ ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on ________________________.

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

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

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

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

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or

   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☐ or

   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

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

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

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ____________(initial)
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past 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 _________ day of ________________________, __________________.

Authorized Signature: ____

SIGNED AND SWORN TO before

me this ________ day of ___________, __________, by ______________________.

NOTARY PUBLIC
My Commission Expires:

VIP Real Property Owner Consent

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I,________________________________, owner and/or authorized representative of APN#______________________ also commonly known as ____ 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 ____________________________________, the tenant and/or business 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 _________ day of ________________________, __________________.

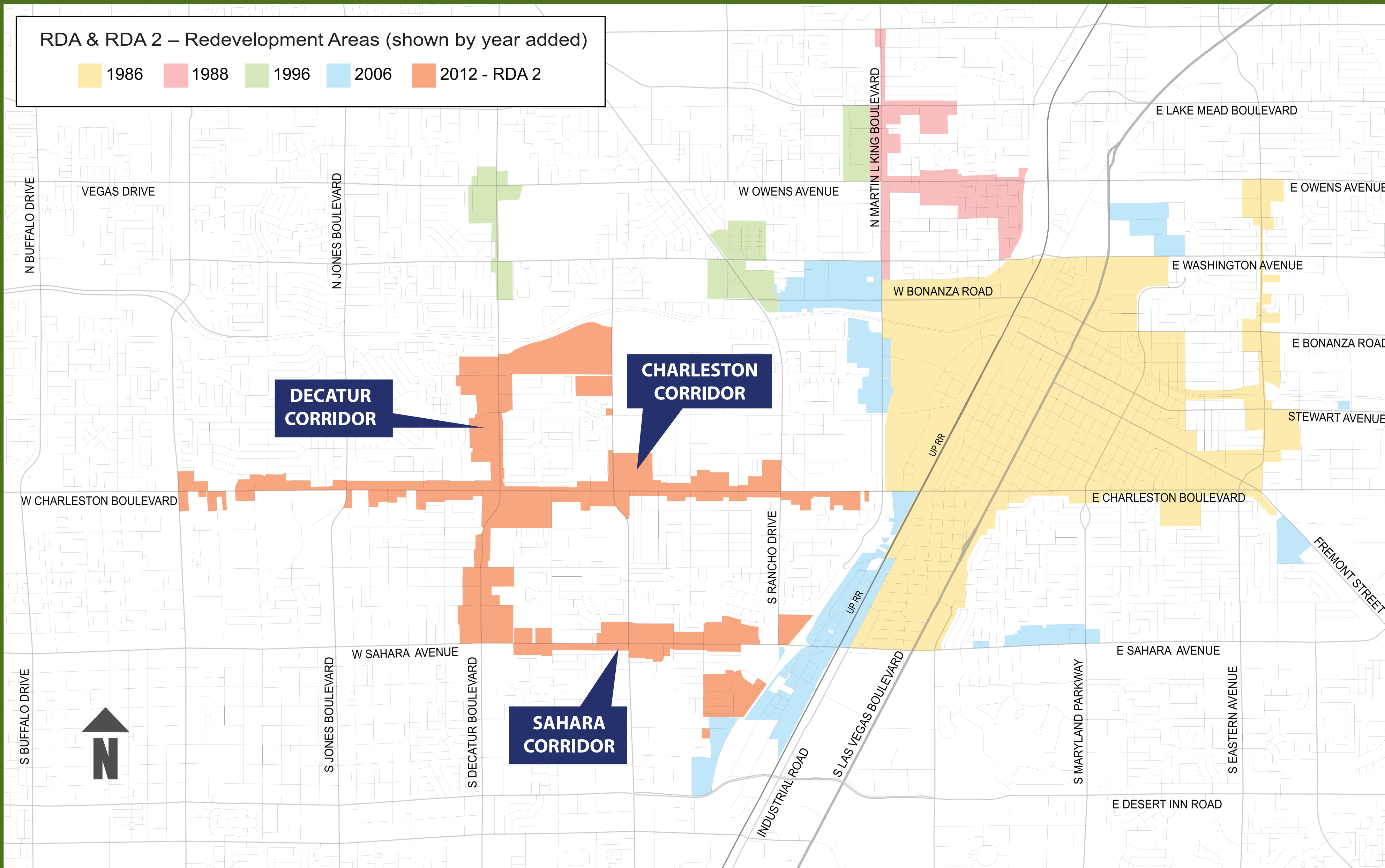
Authorized Representative: ____

SIGNED AND SWORN TO before

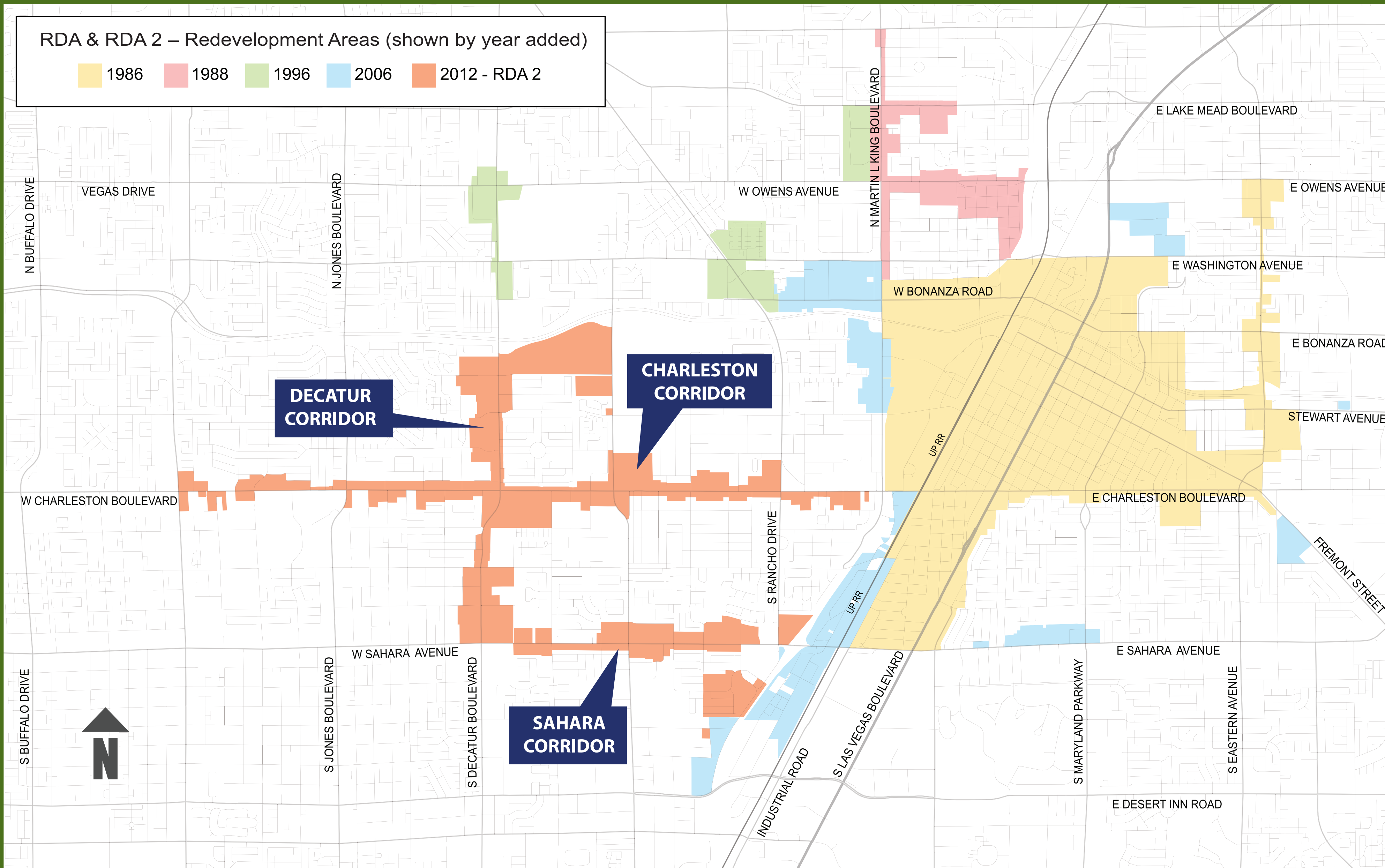
me this ________ day of ___________, __________, by _____________________.

NOTARY PUBLIC
My Commission Expires:

Redevelopment Area Site Map



Redevelopment Area Site Map



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

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JUNE 17, 2015

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT

SUBJECT:
Discussion for possible action regarding a Parking Garage Payment Agreement between the City of Las Vegas Redevelopment Agency and the Fremont Street Experience Parking Corporation (FSE) to continue city reimbursements through January 31, 2026 for acquisition of parking-related property located at 495 Fremont Street - Redevelopment Area - Ward 3 (Coffin)

Fiscal Impact

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

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
It was intended that payments with respect to the Fremont Street Experience Parking Garage Property, would continue through January 31, 2026, however, the Development Agreement expires on July 1, 2015. The parties desire to provide for the continuation of those Parking Garage payments after termination of the Development Agreement.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Parking Garage Payment Agreement
2. Certificate Disclosure of Ownership/Principals

PARKING GARAGE PAYMENT AGREEMENT

This Parking Garage Payment Agreement ("Agreement") is made this __ day of ___________, 2015, but effective as of July 1, 2015, by and between the City of Las Vegas Redevelopment Agency, formerly known as the City of Las Vegas Downtown Redevelopment Agency (the "Agency") and the Fremont Street Experience Parking Corporation (the "Corporation"), a Nevada corporation.

RECITALS

A. The undersigned are two of the parties to that Amended and Restated Fremont Street Experience Project Development Agreement, dated September 27, 1995, between them, The Fremont Street Experience Limited Liability Company ("FSE") and the City of Las Vegas, Nevada (as amended through the date hereof, the "Development Agreement").

B. Pursuant to the Development Agreement, the Corporation agreed to make certain payments to the Agency with respect to the Parking Garage Property, as defined therein.

C. It was intended that payments with respect to the Parking Garage Property would continue through January 31, 2026, but the Development Agreement expires on July 1, 2015.

D. The parties nonetheless desire to provide for the continuation of those Parking Garage payments after termination of the Development Agreement.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. As of May 31, 2015, the amount due from the Corporation to the Agency (the "Balance, principal and interest") is Seven Million Five Hundred Thirty Eight Thousand Five Hundred Forty Eight Dollars and 00/100Dollars ($7,538,548.00).

2. Provided that net revenues from the retail space on the first or second floor of the Parking Garage Project ("Net Revenues") are available for such purpose, the Corporation agrees to repay on a monthly basis the aforementioned amount in Section 1 above according to the repayment schedule set forth in Exhibit 1 attached hereto and incorporated herein.

3. No monthly Net Revenues shall be paid to the Corporation or FSE until the Agency has been fully paid the monthly amount due pursuant to this Agreement, and any deficiency in such payment shall be added to the amount due the following month. For each month that there exists a deficiency, the Corporation shall provide the Agency a financial statement of income and expenses for that month.

4. Throughout the term of this Agreement, the Corporation agrees have its books and records audited by a firm of certified public accountants at least annually, and to furnish a copy of that audit, which may be consolidated with FSE, without charge, to the Agency. Corporation agrees to meet annually with Agency to review the Corporation's audit.

5. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the Agency:	City of Las Vegas Redevelopment Agency 495 S. Main Street, 6th Floor Las Vegas, Nevada 89101
If to the Corporation:	Fremont Street Experience Parking Corporation 425 Fremont Street Las Vegas, Nevada 89101

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other party as provided in this Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

6. This Agreement may be executed in any number of counterparts; each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

City of Las Vegas Redevelopment Agency

By: ______________________________
Carolyn G. Goodman, Chair

Fremont Street Experience Parking Corporation, a Nevada corporation

By: ________________________
Jeff Victor, President

ATTEST:

____
LuAnn D. Holmes, Acting Secretary

APPROVED AS TO FORM:

[signature] 6/3/15
Date

EXHIBIT 1

Compound Period .... : Monthly

Nominal Annual Rate .... : 4.152 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/01/2008	4,190,270.87	1		
2	Payment	10/01/2008	0.00	15	Monthly	12/01/2009
3	Payment	01/01/2010	57,950.00	88	Monthly	04/01/2017
4	Payment	05/01/2017	31,600.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	09/01/2008				4,190,270.87
1	10/01/2008	0.00	14,498.88	14,498.88-	4,204,769.75
2	11/01/2008	0.00	14,549.05	14,549.05-	4,219,318.80
3	12/01/2008	0.00	14,599.39	14,599.39-	4,233,918.19
2008 Totals		0.00	43,647.32	43,647.32-	
4	01/01/2009	0.00	14,649.91	14,649.91-	4,248,568.10
5	02/01/2009	0.00	14,700.60	14,700.60-	4,263,268.70
6	03/01/2009	0.00	14,751.47	14,751.47-	4,278,020.17
7	04/01/2009	0.00	14,802.51	14,802.51-	4,292,822.68
8	05/01/2009	0.00	14,853.73	14,853.73-	4,307,676.41
9	06/01/2009	0.00	14,905.12	14,905.12-	4,322,581.53
10	07/01/2009	0.00	14,956.70	14,956.70-	4,337,538.23
11	08/01/2009	0.00	15,008.45	15,008.45-	4,352,546.68
12	09/01/2009	0.00	15,060.38	15,060.38-	4,367,607.06
13	10/01/2009	0.00	15,112.49	15,112.49-	4,382,719.55
14	11/01/2009	0.00	15,164.78	15,164.78-	4,397,884.33
15	12/01/2009	0.00	15,217.25	15,217.25-	4,413,101.58
2009 Totals		0.00	179,183.39	179,183.39-	
16	01/01/2010	57,950.00	15,269.91	42,680.09	4,370,421.49
17	02/01/2010	57,950.00	15,122.23	42,827.77	4,327,593.72
18	03/01/2010	57,950.00	14,974.04	42,975.96	4,284,617.76
19	04/01/2010	57,950.00	14,825.34	43,124.66	4,241,493.10
20	05/01/2010	57,950.00	14,676.12	43,273.88	4,198,219.22
21	06/01/2010	57,950.00	14,526.39	43,423.61	4,154,795.61
22	07/01/2010	57,950.00	14,376.13	43,573.87	4,111,221.74
23	08/01/2010	57,950.00	14,225.36	43,724.64	4,067,497.10
24	09/01/2010	57,950.00	14,074.07	43,875.93	4,023,621 17
25	10/01/2010	57,950.00	13,922.25	44,027.75	3,979,593.42
26	11/01/2010	57,950.00	13,769.91	44,180.09	3,935,413.33
27	12/01/2010	57,950.00	13,617.04	44,332.96	3,891,080.37
2010 Totals		695,400.00	173,378.79	522,021.21	

	Date	Payment	Interest	Principal	Balance
28	01/01/2011	57,950.00	13,463.65	44,486.35	3,846,594.02
29	02/01/2011	57,950.00	13,309.72	44,640.28	3,801,953.74
30	03/01/2011	57,950.00	13,155.26	44,794.74	3,757,159.00
31	04/01/2011	57,950.00	13,000.26	44,949.74	3,712,209.26
32	05/01/2011	57,950.00	12,844.73	45,105.27	3,667,103.99
33	06/01/2011	57,950.00	12,688.66	45,261.34	3,621,842.65
34	07/01/2011	57,950.00	12,532.05	45,417.95	3,576,424.70
35	08/01/2011	57,950.00	12,374.90	45,575.10	3,530,849.60
36	09/01/2011	57,950.00	12,217.20	45,732.80	3,485,116.80
37	10/01/2011	57,950.00	12,058.96	45,891.04	3,439,225.76
38	11/01/2011	57,950.00	11,900.17	46,049.83	3,393,175.93
39	12/01/2011	57,950.00	11,740.83	46,209.17	3,346,966.76
2011 Totals		695,400.00	151,286.39	544,113.61	
40	01/01/2012	57,950.00	11,580.94	46,369.06	3,300,597.70
41	02/01/2012	57,950.00	11,420.50	46,529.50	3,254,068.20
42	03/01/2012	57,950.00	11,259.50	46,690.50	3,207,377.70
43	04/01/2012	57,950.00	11,097.95	46,852.05	3,160,525.65
44	05/01/2012	57,950.00	10,935.83	47,014.17	3,113,511.48
45	06/01/2012	57,950.00	10,773.16	47,176.84	3,066,334.64
46	07/01/2012	57,950.00	10,609.92	47,340.08	3,018,994.56
47	08/01/2012	57,950.00	10,446.11	47,503.89	2,971,490.67
48	09/01/2012	57,950.00	10,281.75	47,668.25	2,923,822.42
49	10/01/2012	57,950.00	10,116.81	47,833.19	2,875,989.23
50	11/01/2012	57,950.00	9,951.30	47,998.70	2,827,990.53
51	12/01/2012	57,950.00	9,785.22	48,164.78	2,779,825.75
2012 Totals		695,400.00	128,258.99	567,141.01	
52	01/01/2013	57,950.00	9,618.56	48,331.44	2,731,494.31
53	02/01/2013	57,950.00	9,451.33	48,498.67	2,682,995.64
54	03/01/2013	57,950.00	9,283.51	48,666.49	2,634,329.15
55	04/01/2013	57,950.00	9,115.12	48,834.88	2,585,494.27
56	05/01/2013	57,950.00	8,946.15	49,003.85	2,536,490.42
57	06/01/2013	57,950.00	8,776.59	49,173.41	2,487,317.01
58	07/01/2013	57,950.00	8,606.44	49,343.56	2,437,973.45
59	08/01/2013	57,950.00	8,435.71	49,514.29	2,388,459.16
60	09/01/2013	57,950.00	8,264.38	49,685.62	2,338,773.54
61	10/01/2013	57,950.00	8,092.46	49,857.54	2,288,916.00
62	11/01/2013	57,950.00	7,919.95	50,030.05	2,238,885.95
63	12/01/2013	57,950.00	7,746.84	50,203.16	2,188,682.79
2013 Totals		695,400.00	104,257.04	591,142.96	
64	01/01/2014	57,950.00	7,573.13	50,376.87	2,138,305.92
65	02/01/2014	57,950.00	7,398.82	50,551.18	2,087,754.74
66	03/01/2014	57,950.00	7,223.90	50,726.10	2,037,028.64
67	04/01/2014	57,950.00	7,048.38	50,901.62	1,986,127.02
68	05/01/2014	57,950.00	6,872.26	51,077.74	1,935,049.28
69	06/01/2014	57,950.00	6,695.52	51,254.48	1,883,794.80
70	07/01/2014	57,950.00	6,518.18	51,431.82	1,832,362.98

	Date	Payment	Interest	Principal	Balance
71	08/01/2014	57,950.00	6,340.21	51,609.79	1,780,753.19
72	09/01/2014	57,950.00	6,161.64	51,788.36	1,728,964.83
73	10/01/2014	57,950.00	5,982.44	51,967.56	1,676,997.27
74	11/01/2014	57,950.00	5,802.63	52,147.37	1,624,849.90
75	12/01/2014	57,950.00	5,622.19	52,327.81	1,572,522.09
2014 Totals		695,400.00	79,239 30	616,160.70	
76	01/01/2015	57,950.00	5,441.13	52,508.87	1,520,013.22
77	02/01/2015	57,950.00	5,259.44	52,690.56	1,467,322.66
78	03/01/2015	57,950.00	5,077.13	52,872.87	1,414,449.79
79	04/01/2015	57,950.00	4,894.18	53,055.82	1,361,393.97
80	05/01/2015	57,950.00	4,710.60	53,239.40	1,308,154.57
81	06/01/2015	57,950.00	4,526.39	53,423.61	1,254,730.96
82	07/01/2015	57,950.00	4,341 53	53,608.47	1,201,122.49
83	08/01/2015	57,950.00	4,156.04	53,793.96	1,147,328.53
84	09/01/2015	57,950.00	3,969.91	53,980.09	1,093,348.44
85	10/01/2015	57,950.00	3,783.13	54,166.87	1,039,181.57
86	11/01/2015	57,950.00	3,595.70	54,354.30	984,827.27
87	12/01/2015	57,950.00	3,407.63	54,542.37	930,284.90
2015 Totals		695,400.00	53,162.81	642,237.19	
88	01/01/2016	57,950.00	3,218.91	54,731.09	875,553.81
89	02/01/2016	57,950.00	3,029.53	54,920.47	820,633.34
90	03/01/2016	57,950.00	2,839.50	55,110.50	765,522.84
91	04/01/2016	57,950.00	2,648.81	55,301.19	710,221.65
92	05/01/2016	57,950.00	2,457.46	55,492.54	654,729.11
93	06/01/2016	57,950.00	2,265.45	55,684.55	599,044.56
94	07/01/2016	57,950.00	2,072.77	55,877.23	543,167.33
95	08/01/2016	57,950.00	1,879.43	56,070.57	487,096.76
96	09/01/2016	57,950.00	1,685.42	56,264.58	430,832.18
97	10/01/2016	57,950.00	1,490.74	56,459.26	374,372.92
98	11/01/2016	57,950.00	1,295.38	56,654.62	317,718.30
99	12/01/2016	57,950.00	1,099.35	56,850.65	260,867.65
2016 Totals		695,400.00	25,982.75	669,417.25	
100	01/01/2017	57,950.00	902.64	57,047.36	203,820.29
101	02/01/2017	57,950.00	705.24	57,244.76	146,575.53
102	03/01/2017	57,950.00	507.17	57,442.83	89,132.70
103	04/01/2017	57,950.00	308.41	57,641.59	31,491 11
104	05/01/2017	31,600.00	108.89	31,491.11	0.00
2017 Totals		263,400.00	2,532.35	260,867.65	
Grand Totals		5,131,200.00	940,929.13	4,190,270.87	

Last interest amount decreased by 0.07 due to rounding.

Compound Period .... : Monthly

Nominal Annual Rate .... : 7.623 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/30/2008	2,270,503.87	1		
2	Payment	10/31/2008	0.00	104	Monthly	05/31/2017
3	Payment	06/30/2017	57,950.00	103	Monthly	12/31/2025
4	Payment	01/31/2026	31,150.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	09/30/2008				2,270,503.87
1	10/31/2008	0.00	14,423.99	14,423.99-	2,284,927.86
2	11/30/2008	0.00	14,515.62	14,515.62-	2,299,443.48
3	12/31/2008	0.00	14,607.84	14,607.84-	2,314,051.32
2008 Totals		0.00	43,547.45	43,547.45-	
4	01/31/2009	0.00	14,700.64	14,700.64-	2,328,751.96
5	02/28/2009	0.00	14,794.03	14,794.03-	2,343,545.99
6	03/31/2009	0.00	14,888.01	14,888.01-	2,358,434.00
7	04/30/2009	0.00	14,982.59	14,982.59-	2,373,416.59
8	05/31/2009	0.00	15,077.77	15,077.77-	2,388,494.36
9	06/30/2009	0.00	15,173.56	15,173.56-	2,403,667.92
10	07/31/2009	0.00	15,269.95	15,269.95-	2,418,937.87
11	08/31/2009	0.00	15,366.96	15,366.96-	2,434,304.83
12	09/30/2009	0.00	15,464.58	15,464.58-	2,449,769.41
13	10/31/2009	0.00	15,562.82	15,562.82-	2,465,332.23
14	11/30/2009	0.00	15,661.69	15,661.69-	2,480,993.92
15	12/31/2009	0.00	15,761 18	15,761.18-	2,496,755.10
2009 Totals		0.00	182,703.78	182,703.78-	
16	01/31/2010	0.00	15,861.31	15,861.31-	2,512,616.41
17	02/28/2010	0.00	15,962.07	15,962.07-	2,528,578.48
18	03/31/2010	0.00	16,063.48	16,063.48-	2,544,641.96
19	04/30/2010	0.00	16,165.53	16,165.53-	2,560,807.49
20	05/31/2010	0.00	16,268.22	16,268.22-	2,577,075.71
21	06/30/2010	0.00	16,371.57	16,371.57-	2,593,447.28
22	07/31/2010	0.00	16,475.57	16,475.57-	2,609,922.85
23	08/31/2010	0.00	16,580.24	16,580.24-	2,626,503.09
24	09/30/2010	0.00	16,685.57	16,685.57-	2,643,188.66
25	10/31/2010	0.00	16,791.57	16,791.57-	2,659,980.23
26	11/30/2010	0.00	16,898.24	16,898.24-	2,676,878.47
27	12/31/2010	0.00	17,005.59	17,005.59-	2,693,884.06
2010 Totals		0.00	197,128.96	197,128.96-	

	Date	Payment	Interest	Principal	Balance
28	01/31/2011	0.00	17,113.63	17,113.63-	2,710,997.69
29	02/28/2011	0.00	17,222.35	17,222.35-	2,728,220.04
30	03/31/2011	0.00	17,331.75	17,331 75-	2,745,551.79
31	04/30/2011	0.00	17,441.86	17,441.86-	2,762,993.65
32	05/31/2011	0.00	17,552.66	17,552.66-	2,780,546.31
33	06/30/2011	0.00	17,664.17	17,664.17-	2,798,210.48
34	07/31/2011	0.00	17,776.39	17,776.39-	2,815,986.87
35	08/31/2011	0.00	17,889.32	17,889.32-	2,833,876.19
36	09/30/2011	0.00	18,002.96	18,002.96-	2,851,879.15
37	10/31/2011	0.00	18,117.33	18,117.33-	2,869,996.48
38	11/30/2011	0.00	18,232.43	18,232.43-	2,888,228.91
39	12/31/2011	0.00	18,348.25	18,348.25-	2,906,577 16
2011 Totals		0.00	212,693.10	212,693.10-	
40	01/31/2012	0.00	18,464.82	18,464.82-	2,925,041.98
41	02/29/2012	0.00	18,582.12	18,582.12-	2,943,624.10
42	03/31/2012	0.00	18,700.17	18,700.17-	2,962,324.27
43	04/30/2012	0.00	18,818.97	18,818.97-	2,981,143.24
44	05/31/2012	0.00	18,938.52	18,938.52-	3,000,081.76
45	06/30/2012	0.00	19,058.83	19,058.83-	3,019,140.59
46	07/31/2012	0.00	19,179.91	19,179.91-	3,038,320.50
47	08/31/2012	0.00	19,301.75	19,301.75-	3,057,622.25
48	09/30/2012	0.00	19,424.37	19,424.37-	3,077,046.62
49	10/31/2012	0.00	19,547.77	19,547 77-	3,096,594.39
50	11/30/2012	0.00	19,671.95	19,671.95-	3,116,266.34
51	12/31/2012	0.00	19,796.92	19,796.92-	3,136,063.26
2012 Totals		0.00	229,486.10	229,486.10-	
52	01/31/2013	0.00	19,922.69	19,922.69-	3,155,985.95
53	02/28/2013	0.00	20,049.25	20,049.25-	3,176,035.20
54	03/31/2013	0.00	20,176.62	20,176.62-	3,196,211.82
55	04/30/2013	0.00	20,304.80	20,304.80-	3,216,516.62
56	05/31/2013	0.00	20,433.79	20,433.79-	3,236,950.41
57	06/30/2013	0.00	20,563.60	20,563.60-	3,257,514.01
58	07/31/2013	0.00	20,694.24	20,694.24-	3,278,208.25
59	08/31/2013	0.00	20,825.70	20,825.70-	3,299,033.95
60	09/30/2013	0.00	20,958.00	20,958.00-	3,319,991.95
61	10/31/2013	0.00	21,091.15	21,091.15-	3,341,083.10
62	11/30/2013	0.00	21,225.13	21,225.13-	3,362,308.23
63	12/31/2013	0.00	21,359.97	21,359.97-	3,383,668.20
2013 Totals		0.00	247,604.94	247,604.94-	
64	01/31/2014	0.00	21,495.67	21,495.67-	3,405,163.87
65	02/28/2014	0.00	21,632.22	21,632.22-	3,426,796.09
66	03/31/2014	0.00	21,769.65	21,769.65-	3,448,565.74
67	04/30/2014	0.00	21,907.95	21,907.95-	3,470,473.69
68	05/31/2014	0.00	22,047.12	22,047.12-	3,492,520.81
69	06/30/2014	0.00	22,187.18	22,187 18-	3,514,707.99
70	07/31/2014	0.00	22,328.13	22,328.13-	3,537,036.12

	Date	Payment	Interest	Principal	Balance
71	08/31/2014	0.00	22,469.98	22,469.98-	3,559,506.10
72	09/30/2014	0.00	22,612.72	22,612.72-	3,582,118.82
73	10/31/2014	0.00	22,756 38	22,756.38-	3,604,875.20
74	11/30/2014	0.00	22,900.94	22,900.94-	3,627,776.14
75	12/31/2014	0.00	23,046.43	23,046.43-	3,650,822.57
2014 Totals		0.00	267,154.37	267,154.37-	
76	01/31/2015	0.00	23,192.84	23,192.84-	3,674,015.41
77	02/28/2015	0.00	23,340.18	23,340.18-	3,697,355.59
78	03/31/2015	0.00	23,488.45	23,488.45-	3,720,844.04
79	04/30/2015	0.00	23,637.67	23,637.67-	3,744,481 71
80	05/31/2015	0.00	23,787.83	23,787.83-	3,768,269.54
81	06/30/2015	0.00	23,938.95	23,938.95-	3,792,208.49
82	07/31/2015	0.00	24,091 03	24,091.03-	3,816,299.52
83	08/31/2015	0.00	24,244.07	24,244.07-	3,840,543.59
84	09/30/2015	0.00	24,398.09	24,398.09-	3,864,941.68
85	10/31/2015	0.00	24,553.09	24,553.09-	3,889,494 77
86	11/30/2015	0.00	24,709.07	24,709.07-	3,914,203.84
87	12/31/2015	0.00	24,866.04	24,866.04-	3,939,069.88
2015 Totals		0.00	288,247.31	288,247.31-	
88	01/31/2016	0.00	25,024.01	25,024.01-	3,964,093.89
89	02/29/2016	0.00	25,182.98	25,182.98-	3,989,276.87
90	03/31/2016	0.00	25,342.96	25,342.96-	4,014,619.83
91	04/30/2016	0.00	25,503.96	25,503.96-	4,040,123.79
92	05/31/2016	0.00	25,665.98	25,665.98-	4,065,789.77
93	06/30/2016	0.00	25,829.03	25,829.03-	4,091,618.80
94	07/31/2016	0.00	25,993.11	25,993.11-	4,117,611 91
95	08/31/2016	0.00	26,158.24	26,158.24-	4,143,770.15
96	09/30/2016	0.00	26,324.42	26,324.42-	4,170,094.57
97	10/31/2016	0 00	26,491.65	26,491.65-	4,196,586 22
98	11/30/2016	0.00	26,659.95	26,659.95-	4,223,246.17
99	12/31/2016	0.00	26,829.31	26,829.31-	4,250,075.48
2016 Totals		0 00	311,005.60	311,005.60-	
100	01/31/2017	0.00	26,999.75	26,999.75-	4,277,075.23
101	02/28/2017	0.00	27,171.28	27,171.28-	4,304,246.51
102	03/31/2017	0.00	27,343.89	27,343.89-	4,331,590.40
103	04/30/2017	0.00	27,517.60	27,517.60-	4,359,108.00
104	05/31/2017	0.00	27,692.41	27,692.41-	4,386,800.41
105	06/30/2017	57,950.00	27,868.33	30,081.67	4,356,718.74
106	07/31/2017	57,950.00	27,677.23	30,272 77	4,326,445.97
107	08/31/2017	57,950.00	27,484.92	30,465.08	4,295,980.89
108	09/30/2017	57,950.00	27,291.38	30,658.62	4,265,322.27
109	10/31/2017	57,950.00	27,096.61	30,853.39	4,234,468.88
110	11/30/2017	57,950.00	26,900.61	31,049.39	4,203,419.49
111	12/31/2017	57,950.00	26,703.36	31,246.64	4,172,172.85
2017 Totals		405,650 00	327,747.37	77,902.63	

	Date	Payment	Interest	Principal	Balance
112	01/31/2018	57,950.00	26,504.85	31,445.15	4,140,727.70
113	02/28/2018	57,950.00	26,305.09	31,644.91	4,109,082.79
114	03/31/2018	57,950.00	26,104.06	31,845.94	4,077,236.85
115	04/30/2018	57,950.00	25,901.75	32,048.25	4,045,188.60
116	05/31/2018	57,950.00	25,698.15	32,251.85	4,012,936.75
117	06/30/2018	57,950.00	25,493.26	32,456.74	3,980,480.01
118	07/31/2018	57,950.00	25,287.07	32,662.93	3,947,817.08
119	08/31/2018	57,950.00	25,079.57	32,870.43	3,914,946.65
120	09/30/2018	57,950.00	24,870.76	33,079.24	3,881,867.41
121	10/31/2018	57,950.00	24,660.61	33,289.39	3,848,578.02
122	11/30/2018	57,950.00	24,449.13	33,500.87	3,815,077.15
123	12/31/2018	57,950.00	24,236.31	33,713.69	3,781,363.46
2018 Totals		695,400.00	304,590.61	390,809.39	
124	01/31/2019	57,950.00	24,022.13	33,927.87	3,747,435.59
125	02/28/2019	57,950.00	23,806.60	34,143.40	3,713,292.19
126	03/31/2019	57,950.00	23,589.69	34,360.31	3,678,931.88
127	04/30/2019	57,950.00	23,371.41	34,578.59	3,644,353.29
128	05/31/2019	57,950.00	23,151.74	34,798.26	3,609,555.03
129	06/30/2019	57,950.00	22,930.67	35,019.33	3,574,535.70
130	07/31/2019	57,950.00	22,708.20	35,241.80	3,539,293.90
131	08/31/2019	57,950.00	22,484.32	35,465.68	3,503,828.22
132	09/30/2019	57,950.00	22,259.02	35,690.98	3,468,137.24
133	10/31/2019	57,950.00	22,032.28	35,917.72	3,432,219.52
134	11/30/2019	57,950.00	21,804.10	36,145.90	3,396,073.62
135	12/31/2019	57,950.00	21,574.48	36,375.52	3,359,698.10
2019 Totals		695,400.00	273,734.64	421,665.36	
136	01/31/2020	57,950.00	21,343.39	36,606.61	3,323,091.49
137	02/29/2020	57,950.00	21,110.84	36,839.16	3,286,252.33
138	03/31/2020	57,950.00	20,876.81	37,073.19	3,249,179.14
139	04/30/2020	57,950.00	20,641.29	37,308.71	3,211,870.43
140	05/31/2020	57,950.00	20,404.27	37,545.73	3,174,324.70
141	06/30/2020	57,950.00	20,165.76	37,784.24	3,136,540.46
142	07/31/2020	57,950.00	19,925.72	38,024.28	3,098,516.18
143	08/31/2020	57,950.00	19,684.16	38,265.84	3,060,250.34
144	09/30/2020	57,950.00	19,441.07	38,508.93	3,021,741.41
145	10/31/2020	57,950.00	19,196.43	38,753.57	2,982,987.84
146	11/30/2020	57,950.00	18,950.24	38,999.76	2,943,988.08
147	12/31/2020	57,950.00	18,702.48	39,247.52	2,904,740.56
2020 Totals		695,400.00	240,442.46	454,957.54	
148	01/31/2021	57,950.00	18,453.15	39,496.85	2,865,243.71
149	02/28/2021	57,950.00	18,202.23	39,747.77	2,825,495.94
150	03/31/2021	57,950.00	17,949.73	40,000.27	2,785,495.67
151	04/30/2021	57,950.00	17,695.61	40,254.39	2,745,241.28
152	05/31/2021	57,950.00	17,439.89	40,510.11	2,704,731.17
153	06/30/2021	57,950.00	17,182.54	40,767.46	2,663,963.71
154	07/31/2021	57,950.00	16,923.55	41,026.45	2,622,937.26

	Date	Payment	Interest	Principal	Balance
155	08/31/2021	57,950.00	16,662.92	41,287.08	2,581,650.18
156	09/30/2021	57,950.00	16,400.63	41,549.37	2,540,100.81
157	10/31/2021	57,950.00	16,136.68	41,813.32	2,498,287.49
158	11/30/2021	57,950.00	15,871.05	42,078.95	2,456,208.54
159	12/31/2021	57,950.00	15,603.73	42,346.27	2,413,862.27
2021 Totals		695,400.00	204,521 71	490,878.29	
160	01/31/2022	57,950.00	15,334.71	42,615.29	2,371,246.98
161	02/28/2022	57,950.00	15,063.99	42,886.01	2,328,360.97
162	03/31/2022	57,950.00	14,791.54	43,158.46	2,285,202.51
163	04/30/2022	57,950.00	14,517.37	43,432.63	2,241,769.88
164	05/31/2022	57,950.00	14,241.45	43,708.55	2,198,061.33
165	06/30/2022	57,950.00	13,963.78	43,986.22	2,154,075.11
166	07/31/2022	57,950.00	13,684.34	44,265.66	2,109,809.45
167	08/31/2022	57,950.00	13,403.13	44,546.87	2,065,262.58
168	09/30/2022	57,950.00	13,120.14	44,829.86	2,020,432.72
169	10/31/2022	57,950.00	12,835.34	45,114.66	1,975,318.06
170	11/30/2022	57,950.00	12,548.74	45,401.26	1,929,916.80
171	12/31/2022	57,950.00	12,260.32	45,689.68	1,884,227.12
2022 Totals		695,400.00	165,764.85	529,635.15	
172	01/31/2023	57,950.00	11,970.06	45,979.94	1,838,247.18
173	02/28/2023	57,950.00	11,677.96	46,272.04	1,791,975.14
174	03/31/2023	57,950.00	11,384.01	46,565.99	1,745,409.15
175	04/30/2023	57,950.00	11,088.18	46,861.82	1,698,547.33
176	05/31/2023	57,950.00	10,790.48	47,159.52	1,651,387.81
177	06/30/2023	57,950.00	10,490.89	47,459.11	1,603,928.70
178	07/31/2023	57,950.00	10,189.39	47,760.61	1,556,168.09
179	08/31/2023	57,950.00	9,885.98	48,064.02	1,508,104.07
180	09/30/2023	57,950.00	9,580.64	48,369.36	1,459,734.71
181	10/31/2023	57,950.00	9,273.36	48,676.64	1,411,058.07
182	11/30/2023	57,950.00	8,964.13	48,985.87	1,362,072.20
183	12/31/2023	57,950.00	8,652.93	49,297.07	1,312,775.13
2023 Totals		695,400.00	123,948.01	571,451.99	
184	01/31/2024	57,950.00	8,339.76	49,610.24	1,263,164.89
185	02/29/2024	57,950.00	8,024.60	49,925.40	1,213,239.49
186	03/31/2024	57,950.00	7,707.43	50,242.57	1,162,996.92
187	04/30/2024	57,950.00	7,388.25	50,561 75	1,112,435.17
188	05/31/2024	57,950.00	7,067.04	50,882.96	1,061,552.21
189	06/30/2024	57,950.00	6,743.80	51,206.20	1,010,346.01
190	07/31/2024	57,950.00	6,418.50	51,531 50	958,814.51
191	08/31/2024	57,950.00	6,091 13	51,858.87	906,955.64
192	09/30/2024	57,950.00	5,761.68	52,188.32	854,767.32
193	10/31/2024	57,950.00	5,430.14	52,519.86	802,247.46
194	11/30/2024	57,950.00	5,096.49	52,853.51	749,393.95
195	12/31/2024	57,950.00	4,760.73	53,189.27	696,204.68
2024 Totals		695,400.00	78,829.55	616,570.45	

	Date	Payment	Interest	Principal	Balance
196	01/31/2025	57,950.00	4,422.83	53,527.17	642,677.51
197	02/28/2025	57,950.00	4,082.78	53,867.22	588,810.29
198	03/31/2025	57,950.00	3,740.58	54,209.42	534,600.87
199	04/30/2025	57,950.00	3,396.20	54,553.80	480,047.07
200	05/31/2025	57,950.00	3,049.63	54,900.37	425,146.70
201	06/30/2025	57,950.00	2,700.86	55,249.14	369,897.56
202	07/31/2025	57,950.00	2,349.87	55,600.13	314,297.43
203	08/31/2025	57,950.00	1,996.66	55,953.34	258,344.09
204	09/30/2025	57,950.00	1,641.20	56,308.80	202,035.29
205	10/31/2025	57,950.00	1,283.48	56,666.52	145,368.77
206	11/30/2025	57,950.00	923.49	57,026.51	88,342.26
207	12/31/2025	57,950.00	561.22	57,388.78	30,953.48
2025 Totals		695,400.00	30,148.80	665,251.20	
208	01/31/2026	31,150.00	196.52	30,953.48	0.00
2026 Totals		31,150.00	196.52	30,953.48	
Grand Totals		6,000,000.00	3,729,496 13	2,270,503.87	

Last interest amount decreased by 0.12 due to rounding.

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"Agency" means the City of Las Vegas Redevelopment Agency.

"Board" means the governing body of the City of Las Vegas Redevelopment Agency.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution RA-4-99 adopted by the governing board of the Agency, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas Redevelopment Agency must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolution referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the Agency and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the Agency in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the Agency of any material change may result, at the option of the Agency, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	Fremont Street Experience Parking Corporation
Address:	425 Fremont Street Ste 250 Las Vegas, NV 89101
Telephone:	702-678-5600
EIN or DUNS:	880207630

Block 2	Description
Subject Matter of Contract/Agreement:	**Payment amounts due with respect to the parking garage.**
RFP #:	N/A

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	The Fremont Street Experience Limited Liability Corporation	425 Fremont Street Ste. 250 Las Vegas, NV 89101	702-678-5600
2.	Jeff Victor/ President/ Treasurer/ Secretary/ Director	425 Fremont Street Ste. 250 Las Vegas, NV 89101	702-678-5703
3.			
4.			
5.			
6.			
7.			
8.			

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

Block 5	**Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A

Date of Attached Document: ________________ Number of Pages: ________

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

____
Name

6/2/15
____
Date

Subscribed and sworn to before me this 02 day of

June, 2015.

AIDA SAID
Notary Public State of Nevada
No. 13-10895-1
My Appt. Exp. April 22, 2017

____
Notary Public

City of Las Vegas

Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 17, 2015

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT

SUBJECT:
RA-12-2015 - 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 900-932 Casino Center, LLC, (Owner) located at 900-932 South Casino Center Boulevard (APNs 139-34-410-032, -034, -037 and -038), 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 Ward 3 (Coffin) [NOTE: This item is related to Council Item 42 (R-31-2015)]

Fiscal Impact

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

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

PURPOSE/BACKGROUND:
900-932 Casino Center, LLC, dba Artist Walk By Kevin is undertaking exterior improvements to the property that include landscaping, signage, wrought iron fence, sculptures, lighting and paint. This CVIP Agreement will assist with the cost of improvements to the property located at 900-932 South Casino Center 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. RA-12-2015
2. Public Purpose Impact Analysis
3. Site Map

RESOLUTION NO. RA-12-2015

RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN (AS OWNER) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE CVIP BY THE AGENCY

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties; and

WHEREAS, 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN (the "OWNER") is the owner of real property and improvements located at 900-932 SOUTH CASINO CENTER BOULEVARD, and which parcel is commonly known as APN

139-34-410-032, 034, 037 AND 038 (the "Site") and is undertaking certain exterior improvements to the property in accordance with the Commercial VIP Program; 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 ________________, 2015.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, Chairman

ATTEST:

____

SECRETARY

APPROVED AS TO FORM:

M. [signature] 5-4-15
______________________________ Date

COUNSEL TO THE AGENCY

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 _________________, 2015, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

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

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade 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 in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Facade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Fifty Thousand Dollars and 00/100 **($50,000.00)**, 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 desire to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements 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. 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 S. Main Street, 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 that, through a majority interest, the Site. Such ownership interest is demonstrated by Attachment "2 ", "Proof of Ownership", 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 Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FACADE 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 facade improvements, with a not to exceed maximum of Fifty Thousand Dollars and 00/100 **($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, facade 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 Facade 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, 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 Facade 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 Facade 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 Facade 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 of the Facade Easement. In order to exercise the Option, the Owner 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 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. Only the Owner's right to this Option is in the Façade Easement Deed.

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. . Owner shall complete the rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines, within one hundred eighty (180) days of execution of this Agreement. The improvements to the site also shall be referred to as the "Project" 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 ; Land Development section of Public Works; Development Coordination section of Public Works; and 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 equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

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

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

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

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

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

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

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) 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 non-defaulting 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 non-defaulting 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 non-defaulting 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:	900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN 321 S. Casino Center, #100 Las Vegas, NV 89101

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 " 8 " 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 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 Owner.

SECTION 21: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 22: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on ______________________, 2015 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:

_________________________, 2015

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:
BY KEVIN

____

Secretary

900-932 CASINO CENTER, LLC DBA ARTIST WALK

By: ______________________________
KEVIN M. PLENCNER
"Owner"

APPROVED AS TO FORM:

____

Counsel to Agency

Date

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 "6-B"
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23), TWENTY-FOUR (24), TWENTY-FIVE (25), TWENTY-SIX (26), TWENTY-SEVEN (27), TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) IN BLOCK EIGHT (8) OF SOUTH ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

ATTACHMENT 2

SEE ATTACHED ASSESSOR'S RECORDS

GENERAL INFORMATION	
PARCEL NO.	139-34-410-032
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C 1000 ROYCE BLVD OAKBROOK TERRACE IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	902 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 31 BLOCK 8 & LOT 32
RECORDED DOCUMENT NO.	* 20110912:00442
RECORDED DATE	Sep 12 2011
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	8400	9100
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	8400	9100
TAXABLE LAND+IMP (SUBTOTAL)	24000	26000
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	8400	9100
TOTAL TAXABLE VALUE	24000	26000

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.17 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR	900000 5/2008
LAND USE	000 - Vacant
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES		SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	139-34-410-033
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C %ROYCE REALTY & MGT/R KRILICH SR 1000 ROYCE BLVD OAKBROOK IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	904 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 28 BLOCK 8 & LOTS 29,30
RECORDED DOCUMENT NO.	* 20080513:03710
RECORDED DATE	May 13 2008
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	12600	12600
IMPROVEMENTS	17003	17590
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	29603	30190
TAXABLE LAND+IMP (SUBTOTAL)	84580	86257
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	29603	30190
TOTAL TAXABLE VALUE	84580	86257

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.24 Acres
ORIGINAL CONST. YEAR	1951
LAST SALE PRICE MONTH/YEAR	7500000 5/2008
LAND USE	120 - Duplex
DWELLING UNITS	3

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	1015	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES	One Story	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	2	TYPE OF CONSTRUCTION	Masonry-CB/CBS, HV Stone
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	1 FULL	ROOF TYPE	Composition Shingle
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	139-34-410-034
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C %ROYCE REALTY & MGT/R KRILICH SR 1000 ROYCE BLVD OAKBROOK IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	912 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 26 BLOCK 8 & LOT 27
RECORDED DOCUMENT NO.	* 20080513:03710
RECORDED DATE	May 13 2008
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	12600	12600
IMPROVEMENTS	14908	15483
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	27508	28083
TAXABLE LAND+IMP (SUBTOTAL)	78594	80237
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	27508	28083
TOTAL TAXABLE VALUE	78594	80237

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.17 Acres
ORIGINAL CONST. YEAR	1951
LAST SALE PRICE MONTH/YEAR	7500000 5/2008
LAND USE	130 - Triplex
DWELLING UNITS	3

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	2200	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES	Tri-Plex	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	5	TYPE OF CONSTRUCTION	Masonry-CB/CBS, HV Stone
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	3 FULL	ROOF TYPE	Concrete Tile
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	139-34-410-035
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C %ROYCE REALTY & MGT/R KRILICH SR 1000 ROYCE BLVD OAKBROOK IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	916 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 23 BLOCK 8 & LOTS 24,25
RECORDED DOCUMENT NO.	* 20080513:03710
RECORDED DATE	May 13 2008
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	77146	87666
IMPROVEMENTS	74939	74113
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	152086	161779
TAXABLE LAND+IMP (SUBTOTAL)	434531	462226
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	152086	161779
TOTAL TAXABLE VALUE	434531	462226

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.23 Acres
ORIGINAL CONST. YEAR	1978
LAST SALE PRICE MONTH/YEAR	7500000 5/2008
LAND USE	335 - Professional And Business Services
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES	Office Building	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	139-34-410-036
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C %ROYCE REALTY & MGT/R KRILICH SR 1000 ROYCE BLVD OAKBROOK IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	922 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 21 BLOCK 8 & LOT 22
RECORDED DOCUMENT NO.	* 20080513:03710
RECORDED DATE	May 13 2008
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	53669	60988
IMPROVEMENTS	3404	13075
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	57073	74063
TAXABLE LAND+IMP (SUBTOTAL)	163066	211609
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	57073	74063
TOTAL TAXABLE VALUE	163066	211609

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.16 Acres
ORIGINAL CONST. YEAR	1919
LAST SALE PRICE MONTH/YEAR	7500000 5/2008
LAND USE	240 - Storage Facilities
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES	Office Building	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	139-34-410-037
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C %ROYCE REALTY & MGT/R KRILICH SR 1000 ROYCE BLVD OAKBROOK IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	926 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 19 BLOCK 8 & LOT 20
RECORDED DOCUMENT NO.	* 20080513:03710
RECORDED DATE	May 13 2008
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	21000	23100
IMPROVEMENTS	21208	21828
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	42208	44928
TAXABLE LAND+IMP (SUBTOTAL)	120594	128366
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	42208	44928
TOTAL TAXABLE VALUE	120594	128366

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.16 Acres
ORIGINAL CONST. YEAR	1944
LAST SALE PRICE MONTH/YEAR	7500000 5/2008
LAND USE	150 - Apartments
DWELLING UNITS	6

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	728	CASITA SQ. FT.	0	ADDN/CONV	YES
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES	One Story	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	1	TYPE OF CONSTRUCTION	Frame-Stucco
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	1 FULL	ROOF TYPE	Composition Shingle
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	139-34-410-038
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C %ROYCE REALTY & MGT/R KRILICH SR 1000 ROYCE BLVD OAKBROOK IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	932 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 17 BLOCK 8 & LOT 18
RECORDED DOCUMENT NO.	* 20080513:03710
RECORDED DATE	May 13 2008
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	50312	57173
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	50312	57173
TAXABLE LAND+IMP (SUBTOTAL)	143749	163351
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	50312	57173
TOTAL TAXABLE VALUE	143749	163351

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.15 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR	7500000 5/2008
LAND USE	000 - Vacant
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES		SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

EXHIBIT A
of Attachment 2

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 Hoover Avenue and the western boundary of South Casino Center Boulevard 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 Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-410-033, 034, 035, 036, 037 and 038

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, 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and political ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated ________________________ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade 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 have 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 Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee 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.

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...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this _____ day of ______________________________, ___________.

900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN

By:__________________________________
KEVIN M. PLENCNER

Its:
OWNER

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ______________________________________
CAROLYN G, GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

____

Secretary

APPROVED AS TO FORM

______________________________________ Date

Counsel to Agency

ACKNOWLEDGMENTS

STATE OF __________)
) ss.
COUNTY OF ________)

This instrument was acknowledged before me on the ____ day of ______________, 2015 by KEVIN M. PLENCNER as OWNER of 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN.

____
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 ______________, 2015 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

LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23), TWENTY-FOUR (24), TWENTY-FIVE (25), TWENTY-SIX (26), TWENTY-SEVEN (27), TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) IN BLOCK EIGHT (8) OF SOUTH ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

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 Hoover Avenue and the western boundary of South Casino Center Boulevard 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 Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FACADE 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 Facade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FACADE MAINTENANCE AGREEMENT

APN: 139-34-410-033, 034, 035, 036, 037 and 038

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 ________________________, ___, between 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN, 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 10 East Charleston Blvd., Las Vegas, Nevada and currently designated as Assessor's Parcel No.139-34-410-033, 034, 035, 036, 037 and 038; and

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

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, which is set-back from the northern boundary of East Charleston Boulevard 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 Facade 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 facade(s) covered by the Facade 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 Facade 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 Facade 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 Facade 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 S. Main Street, 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 Facade 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, its 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
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN
321 South Casino Center #100
Las Vegas, NV 89101

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 forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade 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 Facade 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 Facade 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 Facade 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.

900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN, a
Limited Liability Company

By: ______________________________ Date: ______________________________
KEVIN M. PLENCNER
OWNER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a
a public body organized and existing under the community development laws

By: ______________________________ Date: ______________________________
CAROLYN G. GOODMAN
CHAIR

ATTEST:

____

Secretary

APPROVED AS TO FORM:

____
Date

Counsel to the Agency

ACKNOWLEDGMENTS

STATE OF ___________)
) ss.
COUNTY OF _________)

This instrument was acknowledged before me on the ____ day of _______________, 2015 by KEVIN M. PLENCNER as Owner of 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN.

____
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 _______________, 2015 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

LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23), TWENTY-FOUR (24), TWENTY-FIVE (25), TWENTY-SIX (26), TWENTY-SEVEN (27), TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) IN BLOCK EIGHT (8) OF SOUTH ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

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 Hoover Avenue and the western boundary of South Casino Center Boulevard 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 Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Work Item	Cost
Grading, Landscaping, Paver Blocks,	**$30,000**
Signage	**$10,000**
Wrought Iron Fence	**$35,000**
Sculptures	**$10,000**
Lighting	**$10,000**
Paint	**$10,000**
Misc.	**$ 5,000**
TOTAL ESTIMATED PROJECT COSTS	**$110,000**

Maximum Reimbursement for CVIP Grant **$50,000.00**

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

Schedule of Improvements

Work will be complete within 180 days of execution of this Agreement.

ATTACHMENT 6

See Attached VIP Disclosure of Principals

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name ARTIST WALK BY KEVIN

Mailing Address 321 S. CASINO CENTER #100, LAS VEGAS, NV 89101

Business Phone 847-609-4663

Tax ID or Social Security Number 338-52-9276

Type of Business

Sole Proprietor X Partnership______ Limited Liability Company______ 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 business.

Full Name & Title	Business Address	Business Phone
KEVIN PLENCNER	321 S. CASINO CENTER #100 LAS VEGAS, NV 89101	847-609 4663

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*:________

Please Print Legibly

VIP Disclosure of Ownership/Principals

Business - Page 2 of 2

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 - Business

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

Signature [signature]

Date 4/16/15

State of Nevada
County of Clark

This instrument was acknowledged before me on

April 16, 2015 (date) by

Kevin Plencner (name of person)

[signature]
Notary Public

Suzanne Romero
Notary Public
State of Nevada
My Commission Expires: 11-10-16
Certificate No: 12-9646-1

Suzanne R
Notary P
State of Nevada
My Commission Expires: 11-10-16
Certificate No: 12-9646-1

ATTACHMENT 7

See Attached VIP Participant Affidavit and Employment Plan

VIP Participant Affidavit and Employment Plan

Please Print Legibly

STATE OF NEVADA)
} ss:
COUNTY OF CLARK }

I, KEVIN PLENCNER, 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 ARTIST WALK BY KEVIN, a company duly organized in the State of Nevada as a ____________________, (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 900 - 932 CASINO CENTER ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on ____________________.

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

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

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

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

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

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

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

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. KMP (initial)
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. KMP (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. KMP (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. KMP (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 16th day of APRIL, 2015.

Authorized Signature: K-2

SIGNED AND SWORN TO before

me this 16th day of April, 2015, by Kevin Plencner

NOTARY PUBLIC
My Commission Expires: 11-10-16

Suzanne Romero
Notary Public
State of Nevada
My Commission Expires: 11-10-16
Certificate No: 12-9646-1

ATTACHMENT 8

See Attached VIP Real Property Owner Consent

VIP Real Property Owner Consent

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

139-34-410-032

I, K. M. PLENCNER, owner and/or authorized representative of APN# 033-034-037-038
also commonly known as 900 BLOCK S. CASINO CENTER 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 ARTIST WALK BY KEVIN, the tenant and/or business 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 16th day of APRIL, 2015.

Authorized Representative: [signature]

SIGNED AND SWORN TO before

me this 16th day of April, 2015, by Kevin Plencner.

NOTARY PUBLIC
My Commission Expires:
11-10-16.

Suzanne Romero
Notary Public
State of Nevada
My Commission Expires: 11-10-16
Certificate No: 12-9646-1

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
June 17, 2015

Title of Project: **Artist Walk By Kevin**

Sponsor/Developer: **900-932 Casino Center, LLC– Kevin Plencner**

Address Of Project: **900-932 South Casino Center Boulevard**

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.

N/A

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:

The 900 block of South Casino Center is the front door of the 18b Arts District. Artist Walk By Kevin plans to surround the entire block with wrought iron fencing of different arty colors and paver block on each corner. Landscaping consisting of trees, grassy areas and walkways will be installed throughout the block. There will be different gates so that areas can be closed off or opened up depending on the size of special events that will be held.

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

$110,000 owner equity, loans and contributions from non-profits

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? 2.5

How many Indirect Jobs will be Created? 0.2

How many Direct Jobs will be Retained? 19

Quantitative Economic Benefits:

$110,000 is being fed into the local economy through the labor and material to complete the proposed improvements. An additional $222,600 in labor income from direct, indirect and induced jobs will be spent annually in the local economy. $20,483 in new annual local and state taxes will also be created by this project.

Total Direct Economic Impact:

$110,000 is being fed into the local economy through the labor and material and $148,354 in direct labor.

Total Indirect Economic Impact:

$21,092 annual Indirect labor income and $53,153 induced labor income

Economic Impact Study Performed: Yes ☐ No ☒

Return on Investment Analysis Performed: Yes ☐ No ☒

RESOLUTION NO. ______

RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN (AS OWNER) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE CVIP BY THE AGENCY

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties; and

WHEREAS, 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN (the "OWNER") is the owner of real property and improvements located at 900-932 SOUTH CASINO CENTER BOULEVARD, and which parcel is commonly known as APN

139-34-410-032, 034, 037 AND 038 (the "Site") and is undertaking certain exterior improvements to the property in accordance with the Commercial VIP Program; 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 ________________, 2015.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, Chairman

ATTEST:

____
SECRETARY

APPROVED AS TO FORM:

______________________________ 5-4-15
Date

COUNSEL TO THE AGENCY

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 ________________, 2015, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

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

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade 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 in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Facade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Fifty Thousand Dollars and 00/100 **($50,000.00)**, 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 desire to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements 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. 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 S. Main Street, 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 that, through a majority interest, the Site. Such ownership interest is demonstrated by Attachment "2 ", "Proof of Ownership", 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 Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FACADE 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 facade improvements, with a not to exceed maximum of Fifty Thousand Dollars and 00/100 **($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, facade 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 Facade 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, 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 Facade 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 Facade 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 Facade 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 of the Facade Easement. In order to exercise the Option, the Owner 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 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. Only the Owner's right to this Option is in the Façade Easement Deed.

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. . Owner shall complete the rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines, within one hundred eighty (180) days of execution of this Agreement. The improvements to the site also shall be referred to as the "Project" 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 ; Land Development section of Public Works; Development Coordination section of Public Works; and 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 equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

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

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

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

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

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

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

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) 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 non-defaulting 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 non-defaulting 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 non-defaulting 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:	900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN 321 S. Casino Center, #100 Las Vegas, NV 89101

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 " 8 " 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 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 Owner.

SECTION 21: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 22: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on ______________________, 2015 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:

__________________________, 2015

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:
BY KEVIN

____

Secretary

900-932 CASINO CENTER, LLC DBA ARTIST WALK

By: ______________________________
KEVIN M. PLENCNER
"Owner"

APPROVED AS TO FORM:

____

Counsel to Agency

Date

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 "6-B"
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23), TWENTY-FOUR (24), TWENTY-FIVE (25), TWENTY-SIX (26), TWENTY-SEVEN (27), TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) IN BLOCK EIGHT (8) OF SOUTH ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

ATTACHMENT 2

SEE ATTACHED ASSESSOR'S RECORDS

GENERAL INFORMATION	
PARCEL NO.	139-34-410-032
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C 1000 ROYCE BLVD OAKBROOK TERRACE IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	902 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 31 BLOCK 8 & LOT 32
RECORDED DOCUMENT NO.	* 20110912:00442
RECORDED DATE	Sep 12 2011
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	8400	9100
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	8400	9100
TAXABLE LAND+IMP (SUBTOTAL)	24000	26000
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	8400	9100
TOTAL TAXABLE VALUE	24000	26000

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.17 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR	900000 5/2008
LAND USE	000 - Vacant
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES		SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	139-34-410-033
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C %ROYCE REALTY & MGT/R KRILICH SR 1000 ROYCE BLVD OAKBROOK IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	904 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 28 BLOCK 8 & LOTS 29,30
RECORDED DOCUMENT NO.	* 20080513:03710
RECORDED DATE	May 13 2008
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	12600	12600
IMPROVEMENTS	17003	17590
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	29603	30190
TAXABLE LAND+IMP (SUBTOTAL)	84580	86257
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	29603	30190
TOTAL TAXABLE VALUE	84580	86257

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.24 Acres
ORIGINAL CONST. YEAR	1951
LAST SALE PRICE MONTH/YEAR	7500000 5/2008
LAND USE	120 - Duplex
DWELLING UNITS	3

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	1015	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES	One Story	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	2	TYPE OF CONSTRUCTION	Masonry-CB/CBS, HV Stone
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	1 FULL	ROOF TYPE	Composition Shingle
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	139-34-410-034
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C %ROYCE REALTY & MGT/R KRILICH SR 1000 ROYCE BLVD OAKBROOK IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	912 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 26 BLOCK 8 & LOT 27
RECORDED DOCUMENT NO.	* 20080513:03710
RECORDED DATE	May 13 2008
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	12600	12600
IMPROVEMENTS	14908	15483
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	27508	28083
TAXABLE LAND+IMP (SUBTOTAL)	78594	80237
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	27508	28083
TOTAL TAXABLE VALUE	78594	80237

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.17 Acres
ORIGINAL CONST. YEAR	1951
LAST SALE PRICE MONTH/YEAR	7500000 5/2008
LAND USE	130 - Triplex
DWELLING UNITS	3

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	2200	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES	Tri-Plex	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	5	TYPE OF CONSTRUCTION	Masonry-CB/CBS, HV Stone
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	3 FULL	ROOF TYPE	Concrete Tile
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	139-34-410-035
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C %ROYCE REALTY & MGT/R KRILICH SR 1000 ROYCE BLVD OAKBROOK IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	916 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 23 BLOCK 8 & LOTS 24,25
RECORDED DOCUMENT NO.	* 20080513:03710
RECORDED DATE	May 13 2008
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	77146	87666
IMPROVEMENTS	74939	74113
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	152086	161779
TAXABLE LAND+IMP (SUBTOTAL)	434531	462226
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	152086	161779
TOTAL TAXABLE VALUE	434531	462226

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.23 Acres
ORIGINAL CONST. YEAR	1978
LAST SALE PRICE MONTH/YEAR	7500000 5/2008
LAND USE	335 - Professional And Business Services
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES	Office Building	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	139-34-410-036
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C %ROYCE REALTY & MGT/R KRILICH SR 1000 ROYCE BLVD OAKBROOK IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	922 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 21 BLOCK 8 & LOT 22
RECORDED DOCUMENT NO.	* 20080513:03710
RECORDED DATE	May 13 2008
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	53669	60988
IMPROVEMENTS	3404	13075
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	57073	74063
TAXABLE LAND+IMP (SUBTOTAL)	163066	211609
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	57073	74063
TOTAL TAXABLE VALUE	163066	211609

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.16 Acres
ORIGINAL CONST. YEAR	1919
LAST SALE PRICE MONTH/YEAR	7500000 5/2008
LAND USE	240 - Storage Facilities
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES	Office Building	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	139-34-410-037
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C %ROYCE REALTY & MGT/R KRILICH SR 1000 ROYCE BLVD OAKBROOK IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	926 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 19 BLOCK 8 & LOT 20
RECORDED DOCUMENT NO.	* 20080513:03710
RECORDED DATE	May 13 2008
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	21000	23100
IMPROVEMENTS	21208	21828
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	42208	44928
TAXABLE LAND+IMP (SUBTOTAL)	120594	128366
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	42208	44928
TOTAL TAXABLE VALUE	120594	128366

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.16 Acres
ORIGINAL CONST. YEAR	1944
LAST SALE PRICE MONTH/YEAR	7500000 5/2008
LAND USE	150 - Apartments
DWELLING UNITS	6

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	728	CASITA SQ. FT.	0	ADDN/CONV	YES
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES	One Story	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	1	TYPE OF CONSTRUCTION	Frame-Stucco
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	1 FULL	ROOF TYPE	Composition Shingle
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	139-34-410-038
OWNER AND MAILING ADDRESS	900-932 CASINO CENTER L L C %ROYCE REALTY & MGT/R KRILICH SR 1000 ROYCE BLVD OAKBROOK IL 60181-4809
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	932 S CASINO CENTER BLVD LAS VEGAS
ASSESSOR DESCRIPTION	SOUTH ADD PLAT BOOK 1 PAGE 51 LOT 17 BLOCK 8 & LOT 18
RECORDED DOCUMENT NO.	* 20080513:03710
RECORDED DATE	May 13 2008
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	50312	57173
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	50312	57173
TAXABLE LAND+IMP (SUBTOTAL)	143749	163351
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	50312	57173
TOTAL TAXABLE VALUE	143749	163351

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.15 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR	7500000 5/2008
LAND USE	000 - Vacant
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STORIES		SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

EXHIBIT A
of Attachment 2

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 Hoover Avenue and the western boundary of South Casino Center Boulevard 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 Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-410-033, 034, 035, 036, 037 and 038

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, 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and political ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated ________________________ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade 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 have 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 Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee 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.

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IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this _____ day of ______________________________, ___________.

900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN

By:_________________________________
KEVIN M. PLENCNER

Its:
OWNER

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _________________________________
CAROLYN G, GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

____

Secretary

APPROVED AS TO FORM

_________________________________ Date

Counsel to Agency

ACKNOWLEDGMENTS

STATE OF __________)
) ss.
COUNTY OF ________)

This instrument was acknowledged before me on the ____ day of _______________, 2015 by KEVIN M. PLENCNER as OWNER of 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN.

____
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 _______________, 2015 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

LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23), TWENTY-FOUR (24), TWENTY-FIVE (25), TWENTY-SIX (26), TWENTY-SEVEN (27), TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) IN BLOCK EIGHT (8) OF SOUTH ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

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 Hoover Avenue and the western boundary of South Casino Center Boulevard 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 Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FACADE 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 Facade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FACADE MAINTENANCE AGREEMENT

APN: 139-34-410-033, 034, 035, 036, 037 and 038

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 ______________________, ____, between 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN, 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 10 East Charleston Blvd., Las Vegas, Nevada and currently designated as Assessor's Parcel No.139-34-410-033, 034, 035, 036, 037 and 038; and

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

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, which is set-back from the northern boundary of East Charleston Boulevard 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 Facade 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 facade(s) covered by the Facade 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 Facade 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 Facade 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 Facade 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 S. Main Street, 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 Facade 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, its 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 c/o Economic And Urban Development 495 S. Main Street, 6th Floor Las Vegas, NV 89101 Attn: Operations Officer
OWNER:	900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN 321 South Casino Center #100 Las Vegas, NV 89101

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 forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade 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 Facade 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 Facade 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 Facade 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.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN, a
Limited Liability Company

By: ______________________________ Date: ______________________________
KEVIN M. PLENCNER
OWNER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a
a public body organized and existing under the community development laws

By: ______________________________ Date: ______________________________
CAROLYN G. GOODMAN
CHAIR

ATTEST:

____

Secretary

APPROVED AS TO FORM:

______________________________ Date

Counsel to the Agency

ACKNOWLEDGMENTS

STATE OF __________)
) ss.
COUNTY OF ________)

This instrument was acknowledged before me on the ____ day of _______________, 2015 by KEVIN M. PLENCNER as Owner of 900-932 CASINO CENTER, LLC DBA ARTIST WALK BY KEVIN.

____
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 _______________, 2015 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

LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23), TWENTY-FOUR (24), TWENTY-FIVE (25), TWENTY-SIX (26), TWENTY-SEVEN (27), TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) IN BLOCK EIGHT (8) OF SOUTH ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

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 Hoover Avenue and the western boundary of South Casino Center Boulevard 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 Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Work Item	Cost
Grading, Landscaping, Paver Blocks,	**$30,000**
Signage	**$10,000**
Wrought Iron Fence	**$35,000**
Sculptures	**$10,000**
Lighting	**$10,000**
Paint	**$10,000**
Misc.	**$ 5,000**
TOTAL ESTIMATED PROJECT COSTS	**$110,000**

Maximum Reimbursement for CVIP Grant **$50,000.00**

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

Schedule of Improvements

Work will be complete within 180 days of execution of this Agreement.

ATTACHMENT 6

See Attached VIP Disclosure of Principals

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name ARTIST WALK BY KEVIN

Mailing Address 321 S. CASINO CENTER #100, LAS VEGAS, NV 89101

Business Phone 847-609-4663

Tax ID or Social Security Number 338-52-9276

Type of Business

Sole Proprietor X Partnership______ Limited Liability Company______ 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 business.

Full Name & Title	Business Address	Business Phone
KEVIN PLENCNER	321 S. CASINO CENTER #100 LAS VEGAS, NV 89101	847-609 4663

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 - Business

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

Signature ____________________

Date 4/16/15

State of Nevada
County of Clark

Suzanne R
Notary P
State of Nevada
My Commission Expires: 11-10-16
Certificate No: 12-9646-1

This instrument was acknowledged before me on

April 16, 2015 (date) by

Kevin Plencner (name of person)

____
Notary Public

Suzanne Romero
Notary Public
State of Nevada
My Commission Expires: 11-10-16
Certificate No: 12-9646-1

ATTACHMENT 7

See Attached VIP Participant Affidavit and Employment Plan

VIP Participant Affidavit and Employment Plan

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, KEVIN PLENCNER, 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 ARTIST WALK BY KEVIN, a company duly organized in the State of Nevada as a ____________________, (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 900 - 932 CASINO CENTER ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on ____________________.

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

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

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

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

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

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

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

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. KMP (initial)
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. KMP (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. KMP (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. KMP (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 16th day of April, 2015.

Authorized Signature: [signature]

SIGNED AND SWORN TO before

me this 16th day of April, 2015, by Kevin Plencner

NOTARY PUBLIC
My Commission Expires: 11-10-16

Suzanne Romero
Notary Public
State of Nevada
My Commission Expires: 11-10-16
Certificate No: 12-9646-1

ATTACHMENT 8

See Attached VIP Real Property Owner Consent

VIP Real Property Owner Consent

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

139-34-410-032

I, K. M. PLENCNER, owner and/or authorized representative of APN# 033-034-037-038 also commonly known as 900 BLOCK S. CASINO CENTER 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 ARTISTWALK BY KEVIN, the tenant and/or business 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 16th day of APRIL, 2015.

Authorized Representative: K-2C

SIGNED AND SWORN TO before

me this 16th day of April, 2015, by Kevin Plencner.

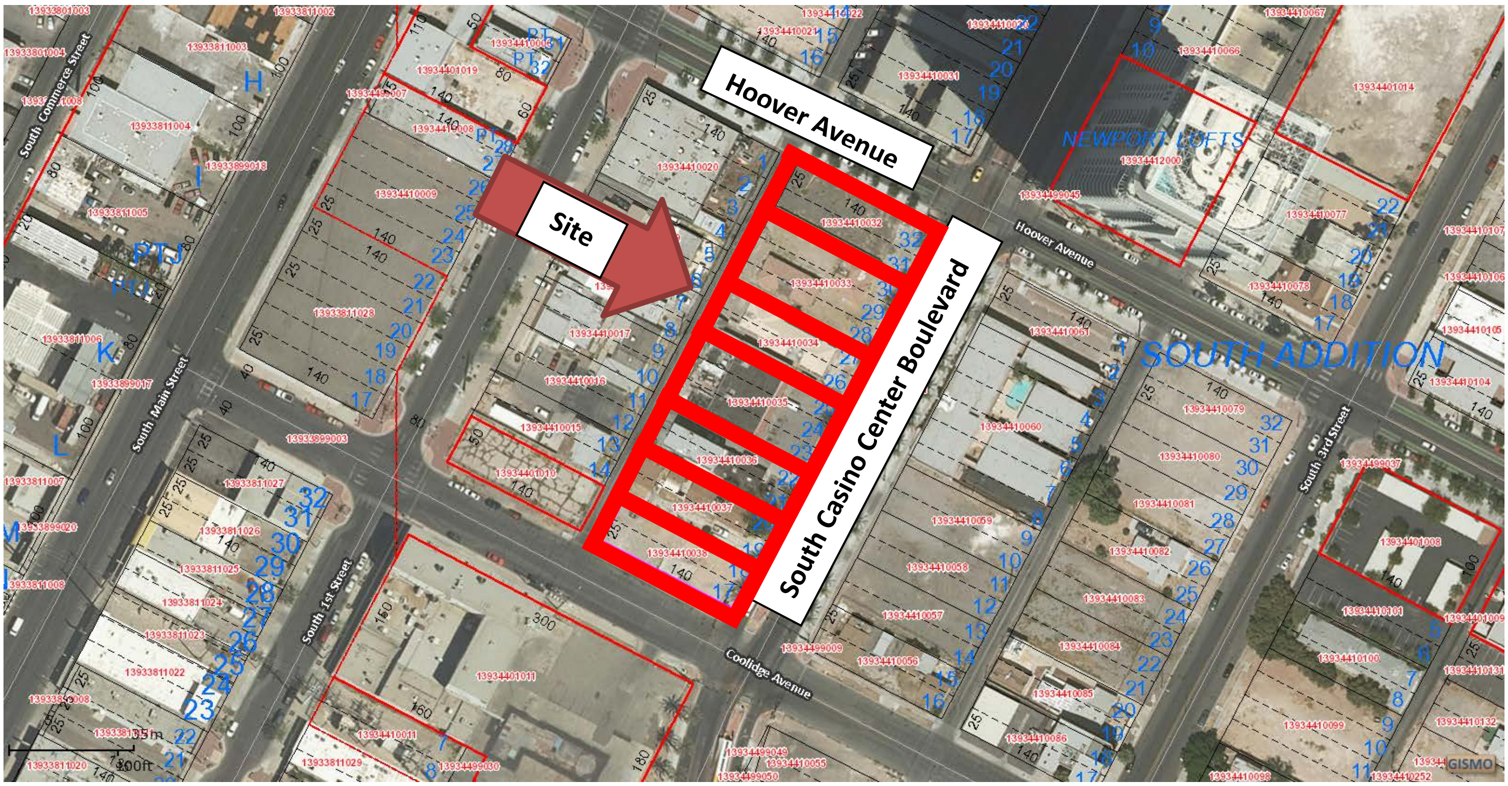
NOTARY PUBLIC
My Commission Expires:
11-10-16.

Suzanne Romero
Notary Public
State of Nevada
My Commission Expires: 11-10-16
Certificate No: 12-9646-1

SITE MAP

900-932 South Casino Center Boulevard

900-932 Casino Center, LLC



City of Las Vegas

Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 17, 2015

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.: **9.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JUNE 17, 2015

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