City of Las Vegas

REDEVELOPMENT AGENCY MEETING AGENDA

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

NOTE: Due to the Fourth of July holiday, a Redevelopment Agency meeting will not be scheduled for Wednesday, July 4, 2012.

June 6, 2012
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 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.

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

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. 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 2, 2012 and of the Special Joint City Council and Redevelopment Agency meeting of May 15, 2012

5. Discussion for possible action regarding an Exclusive Negotiation Agreement (ENA) between LV Land Company, LLC, (LVL) and the City of Las Vegas Redevelopment Agency (RDA) to undertake a due diligence inquiry as to the feasibility of developing a Class A office building and/or market rate residential units on property owned by the RDA located at 408 East Clark Avenue and 500 South Las Vegas Boulevard - Ward 3 (Coffin)

6. Discussion for possible action regarding an Interlocal Contract for the Lease of Property at Fifth Street School with the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas College of Urban Affairs, located at 401 South 4th Street - Ward 3 (Coffin)

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

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

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

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City 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 6, 2012

SUBJECT:

CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JUNE 6, 2012

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas Agenda Item No.: **3.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JUNE 6, 2012

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 6, 2012

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:
For possible action to approve the Final Minutes by reference of the regular Redevelopment Agency meeting of May 2, 2012 and of the Special Joint City Council and Redevelopment Agency meeting of May 15, 2012

City of Las Vegas

Agenda Item No.: **5.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JUNE 6, 2012

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT

SUBJECT:
Discussion for possible action regarding an Exclusive Negotiation Agreement (ENA) between LV Land Company, LLC, (LVL) and the City of Las Vegas Redevelopment Agency (RDA) to undertake a due diligence inquiry as to the feasibility of developing a Class A office building and/or market rate residential units on property owned by the RDA located at 408 East Clark Avenue and 500 South Las Vegas Boulevard - Ward 3 (Coffin)

Fiscal Impact

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

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
LVL contacted city staff with an interest to explore the possibility of developing a Class A office and/or residential project on parcels currently owned by the RDA located in the general vicinity of Clark Avenue and Las Vegas Boulevard (APNs 139-34-303-002 and 139-34-311-152). Conceptually, the project will be mid to high-rise professional office space with a possible mix of market rate residential units included in the building. The concept project will contain ground floor retail, self-contained parking and have a minimum footprint of 41,000 square feet.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Exclusive Negotiation Agreement

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "Agreement") is entered into this _____ day of ____________, 2012, by and between City of Las Vegas Redevelopment Agency, a public body organized and existing under the community development laws of the State of Nevada (hereinafter "RDA"), and LV Land Company LLC, a Nevada limited liability company (hereinafter "LVL"), on the terms and provisions set forth below. RDA and LVL may be referred to herein singularly as a "Party" and collectively as the "Parties". This Agreement shall be effective on that date (the "Effective Date") which the City of Las Vegas Redevelopment Agency Board ("RDA Board") and the City Council of the City of Las Vegas, Nevada, a political subdivision of the State of Nevada (the "City") approves the execution of this Agreement by the RDA.

WHEREAS:

A. The RDA is the owner of the Site (defined below);

B. The Parties desire to undertake a due diligence inquiry as to the feasibility of developing and operating an office and/or residential building with ground-floor retail on the Site, including, without limitation, the preleasing of a portion of such building to a commercial retail tenant; and

C. The Parties mutually desire to enter into this Agreement in order for the RDA and LVL to investigate the feasibility of development of the Project (defined below) on the Site by LVL, and to permit the RDA to negotiate exclusively with LVL regarding a Disposition and Development Agreement (the "DDA") between the RDA and LVL or its permitted designees.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the Parties do hereby agree as follows:

1. <u>Purpose and Term</u>. The Parties agree that the purpose of this Agreement is to provide a framework for their respective determinations of the feasibility and timing of the development of the Project. As part of such determination, LVL agrees to expeditiously and on a timely basis to complete its respective submittals and tasks required under this Agreement. The term of this Agreement shall commence on the Effective Date and shall expire one (1) year from the Effective Date (the "Term").

2. <u>Site</u>. The site consists of two (2) non-contiguous parcels: APN 139-34-311-152 located at 500 South Las Vegas Blvd which consists of approximately +/- 0.16 acres or 6,969.6

square feet and APN 139-34-303-002 located at 408 East Clark Avenue which consists of approximately +/- 0.56 acres or 24,393.6 square feet (the "Site"). The Site is depicted on Exhibit "A" attached hereto and hereby made a part of this Agreement.

3. Project. The Parties agree that the intended project to be developed on the Site (the "Project") will consist of (i) a mid to high-rise building to accommodate Class A office and/or market rate residential units with ground floor retail consistent with the guidelines defined in the Downtown Centennial Plan, (ii) a self-contained parking structure to support the building's proposed uses and (iii) a combined minimum footprint for the building and parking structure combined of 41,000 square feet with a portion fronting Las Vegas Boulevard.

4. Feasibility Analysis.

(a) LVL agrees to conduct during the Term all activities required to determine the nature, scope and feasibility of the Project. LVL agrees and acknowledges that it will use all commercially reasonable efforts to perform its investigations and complete the specific deliverables required of it hereunder on the dates set forth below and that the expeditious and timely performance of such tasks is a material consideration of the RDA to enter into this agreement and the DDA. The failure of LVL to timely perform and complete its obligations hereunder as required by the Task Completion Schedule below and the dates set forth therein (subject to Section 4(b) below) shall be a default under this Agreement. Such due diligence activities shall include, but not limited to, the following deliverables and approvals (collectively the "*Tasks*") pursuant to the following task completion schedule (the "*Task Schedule*"):

Deliverable	Date
(i) LVL shall complete its review of the Site's title report and investigate any exceptions and make a recommendation as to any necessary adjustments or corrections.	July 2, 2012
(ii) LVL shall complete its environmental due diligence with respect to the Site and provide the RDA with a written and final report on any necessary remediation as well as a Site specific risk assessment.	September 4, 2012

(ii) LVL shall submit to the RDA an overall program of development of the project for the Site and Developer's planned operations for the Site, including a conceptual site plan showing building footprint, parking requirements and configuration, ingress and egress and traffic flow solutions, and the conceptual renderings of the buildings and the Survey.	November 5, 2012
(iii) LVL shall submit to the RDA a preliminary development timeline for the acquisition of the Site and the development of the Project.	November 5, 2012
(iv) LVL shall submit to the RDA a financing plan for the financing of the development and operation of the Project, including all third party loans and any sources of equity and partners and disclosure of control, ownership and developer partnership if entering into a joint venture.	February 4, 2013

Any of the foregoing submitted to the RDA for approval shall be deemed approved unless the RDA shall, within twenty (20) days of receipt of the submission, give LVL written notice of disapproval specifying, in reasonable detail, the basis for such disapproval. In the event the RDA shall disapprove of any matter requiring the RDA's approval, then LVL shall resubmit the matter within twenty (20) days after notice of such disapproval addressing the RDA's basis for disapproval or informing the RDA that it does not agree with the RDA's reason for disapproval. In the event LVL disagrees with the RDA's reason(s) for disapproval, the parties agree to meet and negotiate in good faith for a period of thirty (30) days to attempt to resolve the issues. LVL acknowledges that all approvals are subject to the approval by the RDA, the City of Las Vegas Planning Department and/or subsequently the Commission, and the Council in accordance with the terms of this Agreement, such design and other criteria established by such entities, and subject to their respective time periods for application and review and any approvals of the RDA as required herein. In the event any such approvals are not obtained by LVL, LVL's sole recourse will be to terminate this Agreement without any obligations or liability on the part of the RDA, including, any obligation to reimburse LVL for any of LVL's expenses or costs.

All non-proprietary reports and studies pertaining to the Site and Project, including surveys and geotechnical and environmental reports and studies, shall become the property of the RDA upon the expiration or termination of this Agreement, unless LVL proceeds with its planned development. In the event that LVL does not proceed with the development of the Project, LVL shall cause such non-proprietary reports and studies to be delivered to the RDA within thirty (30) days after the expiration or termination of this Agreement.

(b) In the event LVL fails to perform any of the Tasks in accordance with the dates set forth in the Task Schedule and such failure shall continue for a period of thirty (30) days after receipt of written notice by LVL from the RDA specifying the Task which has not been completed, LVL shall be in default of the Agreement and the RDA shall have the right to terminate this Agreement pursuant to Section 11 below; provided however, (i) if LVL has commenced the Task and is proceeding with the due diligence to complete same, LVL shall be granted a single extension of thirty (30) days to complete such Task and (ii) if any such failure is caused by the RDA's failure to act as and when required by this Agreement, then LVL's obligation to perform a Task shall be extended for each day of delay caused by the RDA.

(c) The RDA agrees on behalf of itself and its agents, that during the Term of the Agreement and any subsequent DDA, it shall not negotiate directly or indirectly, with any person or entity any matters regarding development, sale, lease or other disposition of the Site or any portion thereof. Such exclusivity shall apply to the Site only and shall not apply to any other property owned by the RDA, City of Las Vegas or other City affiliated entity. The RDA further agrees that during the Term and during the term of the DDA, the RDA shall not contact any parties with which LVL is in active negotiations relating to the Project without their prior written consent ("Potential User(s)"), provided, however, that (i) LVL has notified the RDA in writing of any Potential Users for the proposed space; (ii) in the event the RDA or any third party are already in discussions with a Potential User in connection with the Project, the RDA or such third party will not be precluded from continuing such discussions and (iii) upon expiration or other termination of the Term or the expiration of the term of the DDA and the Project does not proceed, the RDA or such third party may contact and consummate a transaction with any Potential User.

(d) RDA shall cooperate fully and timely, but at no cost to the RDA, in providing LVL with appropriate information and assistance to support LVL's completion of the tasks and implementation of the Development Concept. In particular, the RDA shall provide LVL with copies of all reports, plans, drawings and other documents pertaining to the Site as soon as they become available to the RDA. LVL and the RDA agree to meet in person in Las Vegas, Nevada no less than one time a month in connection with the feasibility analysis of the Site and Project. In addition, LVL agrees to provide the RDA with a monthly written status report of its feasibility analysis at the time of each monthly meeting.

5. Purchase Price and Earnest Deposit.

(a) The Parties agree that the purchase price for the Site will be determined and identified in the DDA.

(b) LVL shall make a refundable earnest money deposit (the "Deposit") of Fifty Thousand Dollars ($50,000). The Deposit shall be deposited in escrow at First American Title Company, Sharon Silverberg, (the "Escrow Agent") office at, 2490 Paseo Verde Pkwy, Suite 100, Henderson, NV 89074 within ten (10) calendar days of the Effective Date. In the event LVL does not perform their obligations hereunder and this Agreement is terminated pursuant to Section 11(a) below, the Deposit shall be retained by the RDA as full and final liquidated damages. In the event (i) Developer performs all of its obligations under this Agreement and the Parties do not enter into a DDA or (ii) this Agreement is terminated by Developer pursuant to Section 11(b) below, the Deposit shall be returned to Developer on the later of (i) twenty (20) days after the expiration of the Term or termination of this Agreement (as the case may be) or (ii) the date that the RDA is reasonably satisfied that Developer has complied with Sections 4(a) and 6 of this Agreement and that there are no outstanding matters covered by Developer's indemnity in Section 6(e) below, provided, however, that if the RDA does not notify Developer within twenty (20) days after the expiration of the Term or termination of this Agreement (as the case may be) of any unsatisfied obligations pursuant to Sections 4(a) and 6 or any pending matters covered by Section 6(e), the RDA shall refund the Deposit in full. In the event the Parties enter into a DDA, the Deposit shall be applied to any deposits required by the DDA and shall be nonrefundable except in the event of default by the RDA.

6. Site Access.

(a) The RDA authorizes LVL and its respective employees, agents, representatives, architects, engineers, consultants and contractors to access the Site to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments and boundary and topographic surveys as LVL deems necessary ("Due Diligence Investigations") for the development of the Project. LVL agrees that any delegation of its rights under this Section 6 shall not release LVL of any of its obligations and duties under this Section 6. This authorization does not authorize LVL to access or otherwise use any property not included within the Site so long as LVL has reasonable access from a public right of way for ingress into and egress from the Site for purposes of completing the Due Diligence Investigations. Subject to certain limitations under other agreements, pursuant to which representatives of the RDA may have to receive advance notice thereof, LVL will have the right to enter upon the Site and conduct Due Diligence Investigations at any time during the Term upon seven (7) days advance notice. LVL shall conduct Due Diligence Investigations in accordance with standards customarily employed in the industry and in compliance with all applicable governmental laws, rules, and regulations. Following LVL's Due Diligence Investigations on the Site, LVL promptly will restore the Site at its sole cost and expense to substantially the same condition as existed as of the Effective Date. If LVL undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, and LVL will obtain at its own expense a certificate from a soils engineer certifying that the disturbed soils have been recompacted to substantially their original condition as of the date of the soil disturbance. LVL agrees that as an alternative to filling and recompacting borings with soil, LVL may fill such borings with neat cement or bentonite in compliance with the Nevada Department of Environmental Protection's fact sheet for filling abandoned wells and subject to the approval of the RDA which approval shall not be unreasonably withheld, conditioned or delayed. This authorization shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize LVL to install groundwater monitoring wells or excavate soils with earth moving equipment. To assist LVL in its environmental due diligence, the RDA has provided LVL with a copy of the documents identified in Exhibit "C" attached hereto and incorporated herein by reference. The RDA makes no warranty as to the accuracy or completeness of any statement or data contained in or referred to by such documents.

(b) If LVL should discover any hazardous substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action under any environmental laws, LVL will promptly notify the RDA in writing of such discovery. For purposes of this Agreement, the phrase "environmental laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources, waste management, health, industrial hygiene, safety, environmental conditions or hazardous substances.

(c) LVL shall promptly deliver to the RDA without charge therefore, any lab or field environmental data, environmental reports, environmental compilations, environmental correspondence, or other documents or information which is generated by or as a result of Due Diligence Investigations and which is reasonably related to the environmental condition of the Site; provided, however, that LVL need not disclose any communication, written or oral, to the extent the same is protected by the attorney-client privilege.

(d) LVL covenants and agrees to pay in full for all materials, if any, supplied, used, joined, or affixed to the Site by or for LVL in connection with the Due Diligence Investigations and to pay in full all persons who perform labor upon the Site in connection with LVL's Due Diligence Investigations, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site relating to LVL's Due Diligence Investigations. LVL shall, at LVL's sole cost and expense, take any action necessary to promptly remove any lien filed against the Site for work performed or materials delivered to the Site in connection with the Due Diligence Investigations.

(e) LVL hereby agrees to protect, indemnify, and hold the RDA, the City of Las Vegas, and their respective offices, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the RDA, the City of Las Vegas or their respective offices, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the RDA, the City of Las Vegas and their respective offices, employees or agents, as a result of, or by reason of, or arising out of any negligent act or omission, in connection with the Due Diligence Investigations at the Site, of LVL or its offices, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, LVL, its offices, its employees, contractors, subcontractors, volunteers or agents in connection with this Authorization. LVL agrees to obtain and to furnish to the RDA prior to or concurrent with execution of this Authorization, a certificate showing that there is in effect a policy of a Minimum of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form Contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The RDA and the City of Las Vegas shall each be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the LVL's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the RDA, which approval shall not be unreasonably withheld, conditioned or delayed. The RDA requires insurance carriers to maintain a Best's Key rating of "A VII" or higher; provided, however that LVL may self insure or maintain such insurance by LVL's captive insurance carrier. The Certificate shall indicate that neither the insurance company nor LVL can cancel the insurance without at least 20 days prior written notice to the RDA. Any exclusion to the effect that the insurance company or surety company will "endeavor to inform" must be stricken from the Certificate of Insurance. The Parties agree that the specified coverage or limits of insurance in no way limit the liability of LVL. LVL will not do or permit to be done anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Property. All deductibles and self-insurance retentions shall be fully disclosed in Certificates of Insurance.

(f) In this connection, LVL expressly agree, at its sole cost and expense, to defend the RDA, the City of Las Vegas and their respective offices, employees and agents, in any suit or action that may be brought against it or them, or any of them by reason of any negligent act or omission of LVL, in connection with the Due Diligence Investigations at the Site, the RDA and the City of Las Vegas, and their offices, employees and agents. If LVL fails so to do, the RDA and the City of Las Vegas shall have the right, but not the obligation to defend same and to charge all reasonable attorneys' fees and costs, including court costs of such defense, to LVL.

(g) LVL will be taking the Site "as-is" based entirely on its own investigations and studies and the RDA will not make any representation or warranty as to the condition of the Site or the development of the Project on the Site. Except for certain offsite infrastructure to be installed to serve the Site, LVL agrees that neither the RDA nor the City shall have any obligation to provide any funds, concessions, offsite parking or other financial incentives or concessions in connection with the development of the Project except as provided for herein.

(h) The obligations and covenants of LVL under this Section 6 shall survive any expiration of the Term or other termination of the Agreement, including, without limitation, any termination pursuant to Section 11 below.

7. Disposition and Development Agreement; Effect of Agreement.

(a) The Parties agree to negotiate in good faith during the Term, a form of DDA. The Parties acknowledge that, in compliance with the provisions of Nevada Revised Statutes, Chapter 268 and other applicable law, the RDA, at its cost, will obtain and rely upon independent and confidential appraisal of the Site prepared within six months of the date of the DDA. That the RDA Board and City Council of the City of Las Vegas may adopt a formal resolution finding that it is in the best interests of the public to sell the Site without offering such real property to the public. Notwithstanding the foregoing, the Parties agree that any such appraisal may be subject to public records laws or ordinances of the City or the State of Nevada.

(b) The Parties respectively agree and acknowledge (i) that this Agreement creates no obligation on any Party to enter into the DDA or any other agreement related to the Site, (ii) the decision to enter into a DDA will be at each Party's respective sole and absolute discretion and (iii) the approval of the Council of the City will be required for the RDA to enter into any DDA or other agreement relating to the Site and (iv) at any time during the Term, if LVL determines in its reasonable judgment that it is not feasible to move forward with the Project, LVL may terminate this Agreement with no further obligations or liability to the RDA, except for such obligations or liabilities which survive the termination of this Agreement. LVL agrees and acknowledge that this Agreement creates no rights, title or interest in LVL whatsoever, legal, equitable or otherwise, in the Site including, without limitation, any rights to purchase, lease, option or otherwise. By its execution of this Agreement, the RDA is not committing itself to or agreeing to donate the land to LVL or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any governmental authority with authority over the resulting development. This Agreement does not constitute an agreement for disposition of property. Execution of this Agreement by the RDA is merely an agreement to enter into a period of exclusive, good faith negotiations according to the terms hereof, reserving final discretion and approval by the RDA as to any and all proceedings and decisions in connection therewith.

(c) LVL agrees that upon expiration of the Term without the Parties entering into the DDA or upon any other termination of this Agreement, (i) LVL shall have no rights whatsoever to the Site or any other property owned by the RDA or the City and (ii) neither RDA nor the City shall have any obligation or liability whatsoever to continue to negotiate with or attempt to accommodate in any manner LVL for a location for the Project.

8. LVL Control and Ownership.

(a) LVL represents and warrants that it is a Nevada Limited Liability Company organized pursuant to the laws of the State of Nevada and LVL is duly authorized to do business in the State of Nevada.

(b) LVL is required to make full disclosure to the RDA of its principals, officers and key managerial employees working on the Project, and all other material information concerning LVL. Any significant change in the principals, officers, development manager, and key managerial employees of LVL working on the Project are subject to the approval of the RDA which shall not be withheld, conditioned or delayed in the commercially reasonable opinion of the RDA. LVL will be required to submit a completed Exhibit "B", Disclosure of Principals form, which includes all principals, and members of LVL, as well as all persons and entities holding more than a 1% interest in LVL or any principal, partner or member of the same, and agree in writing to the terms of this Section 8(b) and Section 10 below. Throughout the Term hereof, LVL shall provide written notification of any material change in the above disclosure within 15 days of such change.

9. Real Estate Commission. Each Party represents to the other Party that it has not engaged any broker, agent or finder in connection with this Agreement, and agrees to hold the other Party harmless from any claim by any broker or finder retained by such Party. The provisions of this Section 9 shall survive any termination or expiration of this Agreement.

10. Conflict of Interest.

(a) Any official of the RDA, who is authorized in such capacity and on behalf of the

RDA to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RDA, who is authorized in such capacity and on behalf of the RDA to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

(b) Each Party represents that it is unaware of any financial or economic interest of any public officer or employee of the RDA relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the RDA may immediately terminate this Agreement for default or convenience, based on the culpability of the Parties.

11. Default; Appropriation.

(a) In the event LVL is in default beyond any applicable grace period and such default is not cured within thirty (30) days after written notice specifying the nature of the default, then the RDA shall have the right to immediately terminate this Agreement upon written notice to LVL. Except as specifically provided for in Section 5(b) in connection with the retention of the Deposit , LVL shall not be liable for any damages, lost profits, expense reimbursement, or any consequential damages incurred by the RDA or the City as a result of such termination.

(b) In the event the RDA is in default of its obligations under this Agreement, LVL's sole and exclusive remedy will be to terminate this Agreement. Neither the RDA nor the City shall be liable for any damages, lost profits, expense reimbursements or other costs of LVL or any consequential damages incurred by LVL as a result of such termination.

(c) No obligation assumed by or imposed upon the RDA by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against the RDA shall require the payment of money by the RDA, or the performance of any action by the RDA, the performance of which requires money from the RDA, except to the extent that funds are available for such payment or performance from City appropriations therefore lawfully made by the City. This Agreement shall not be construed as obligating the City Council to make future appropriations for the payment of monies or the performance of any obligations of the RDA under this Agreement.

12. Notices. All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the Party to whom it is directed by hand delivery or personal service, all fees pre-paid, (ii) transmitted by facsimile with confirmation of transmission (an original signed copy, via first-class U. S. Mail, shall follow facsimile transmissions) or (iii) received or delivery refused if sent by U.S. mail via certified mail-return receipt requested, postal fees pre-paid at the following addresses:

If to LVL:

Vickie DeHart
LV Land Company LLC
9755 W. Charleston Blvd.
Las Vegas, NV 89117
Phone: 702-656-5955
Fax: 702-562-0579

If to RDA:

William Arent, Director
City of Las Vegas Redevelopment Agency
c/o Economic & Urban Development
495 S. Main St., 6th Floor
Las Vegas, 89101
Phone: 702-229-6551
Fax: 702-385-3128

And to:

Manager, Purchasing & Contracts
495 S. Main St, 3rd Floor
Las Vegas, NV 89101
Phone: 702-229-6021
Fax: 702-384-9964

13. Publicity. The Parties agree that neither Party shall make any public announcement or any press release with respect to this Agreement or the Project without the consent of the other Party which consent shall not be unreasonably withheld or delayed. Nothing in this Section 13 shall limit or prevent the RDA or the City from undertaking any actions required by Nevada's open meeting laws or causing or allowing the release of information or dissemination of documents as may be required or appropriate in connection with any administrative hearings or proceedings pertaining to the RDA Board and City's approval or implementation of this Agreement. Notwithstanding the foregoing, the Parties shall have the right to disclose any and all

information to a governmental body or law enforcement agency which has been properly designated to collect information from LVL about its planned project.

14. Assignment. Neither Party may assign or transfer all or any part of its interest in this Agreement without first obtaining the written consent of the other Party which consent may be granted or withheld in such other Party's sole and unfettered discretion. Any transfer or assignment in violation of this Section 14 shall be null and void and constitute a default of this Agreement.

15. Time of the Essence. Time is of the essence in this Agreement and each and every term and provision hereof.

16. Interpretation; Governing Law. This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

17. Entire Agreement; Amendments. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any and all prior understandings between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both Parties hereto.

18. No Waiver. A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

20. Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the Recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. All references in this Agreement to Articles, Sections and exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified.

21. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

22. Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

23. No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of the RDA and LVL and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public. Further, nothing contained herein is intended to grant to the RDA or any other party, nor shall the RDA have any third party have, any rights or benefits flowing from any agreement between and any other party except to the extent rights shall be expressly transferred or created in any such agreement.

24. Counterpart Signatures; Facsimile Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth beneath their respective signatures below.

RDA

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: Carolyn G. Goodman

Chair

ATTEST:

Beverly K. Bridges, MMC, Secretary

APPROVED AS TO FORM:

Esq.

Date
4-5-12

LVL

LV Land Company LLC

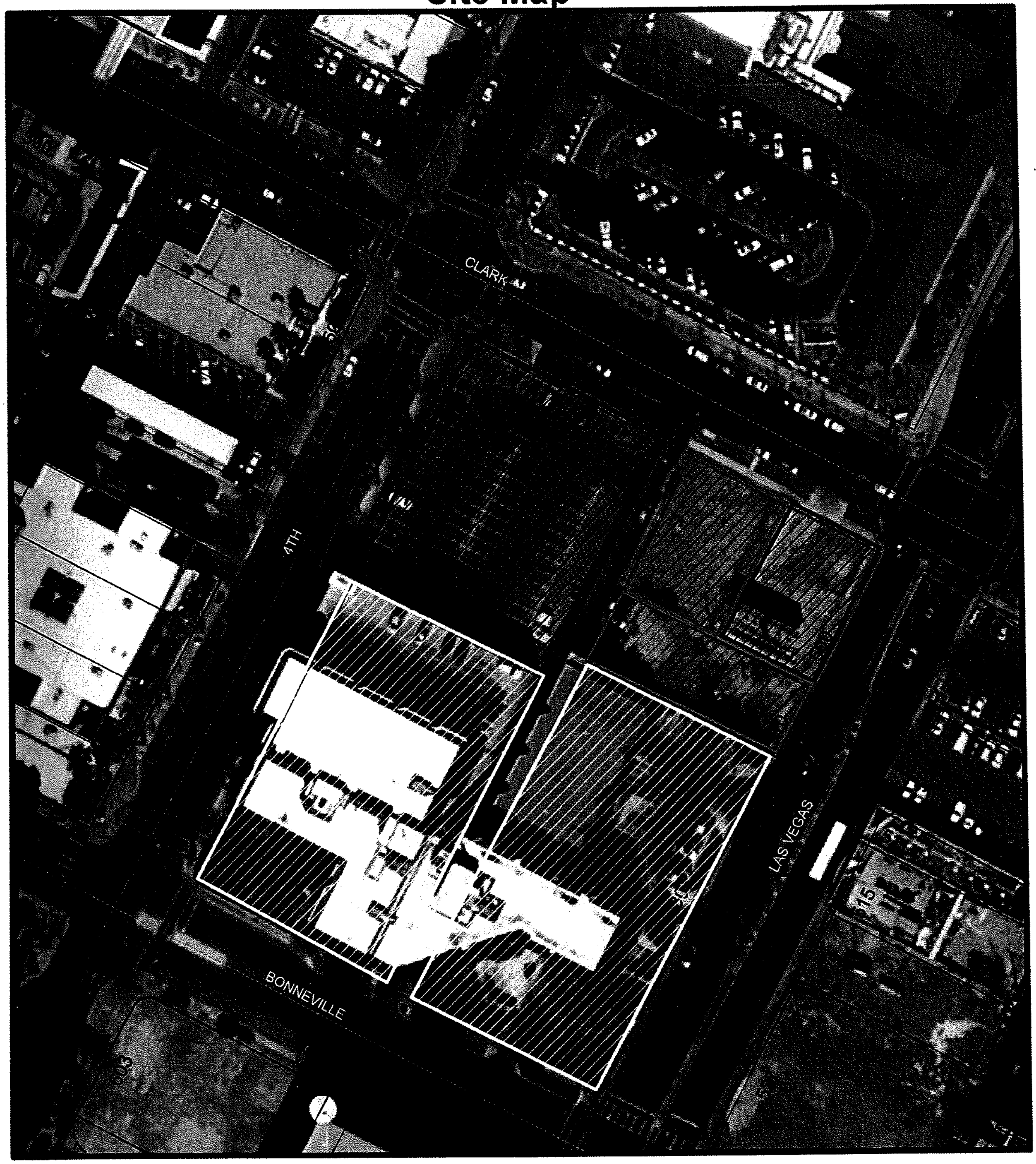
By: Vickie DeHart

Manager

LIST OF EXHIBITS

EXHIBIT "A"	SITE MAP
EXHIBIT "B"	DISCLOSURE OF PRINCIPALS
EXHIBIT "C"	DUE DILIGENCE MATERIALS PROVIDED TO DEVELOPER

Exhibit A
Site Map



Legend

0 55 110 220 Feet

N W E S

City of Las Vegas Redevelopment Agency
Tafolla, Leo D
MHL Family Limited Partnership
Bonneville 21, LLC

5/24/11

Exhibit B

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1 **Contracting Entity**	Block 2 **Description:**
Name LV Land Company LLC	Subject Matter of Contract/Agreement: 139-34-311-152 139-34-303-002
Address 9755 W Charleston Blvd. Las Vegas, NV 89117	
Telephone (702) 656-5955	
EIN or DUNS 45-4910202	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.	Y.M. LOWIE FAMILY LIMITED PARTNERSHIP (Yohan Lowie - General Partner; Yohan Lowie, Merav Lowie, Yoseph Lowie, Matan Lowie, Talia Lowie, Ellah Lowie – Limited Partners)	9755 W CHARLESTON BLVD LAS VEGAS, NV 89117	(702) 656-5955
2.	P.V. DEHART FAMILY LIMITED PARTNERSHIP (Paul B. DeHart, Vickie L. DeHart – General Partners; Paul B. DeHart, Vickie L. DeHart, Summer Rae DeHart, Joseph Dalton DeHart – Limited Partners)	9755 W CHARLESTON BLVD LAS VEGAS, NV 89117	(702) 656-5955
3.			
4.			
5.			

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: 0

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.

V DeHart
Name

April 3, 2012
Date

State of Nevada
County of Clark

This instrument was acknowledged before me on

April 3, 2012 (date) by

Vickie DeHart (name of person)

Tawnia M. Alvis
Notary Public -

TAWNIA M. ALVIS
Notary Public State of Nevada
No. 11-5158-1
My Appt. Exp. June 15, 2015

EXHIBIT "C"

Due Diligence Materials provided by the RDA to Developer

The RDA has provided the following due diligence materials to Developer as of the date of execution of this Agreement by the RDA:

Title/Text Reference	**Date**
Phase I Environmental Site Assessment	November 2001
Nevada Power Easement	July 2010
Clear Channel Outdoor Lease Agreement	October 2004
First Amendment to the Lease Agreement	July 2009

City of Las Vegas

Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 6, 2012

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT

SUBJECT:
Discussion for possible action regarding an Interlocal Contract for the Lease of Property at Fifth Street School with the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas College of Urban Affairs, located at 401 South 4th Street - Ward 3 (Coffin)

Fiscal Impact

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

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The University of Nevada, Las Vegas College of Urban Affairs, desires to lease the former Office of Cultural Affairs suites 140 and 180, located within the Historic Fifth Street School, for office and classroom use for a term of five (5) years with one (1) five-year option. (APN 139-34-303-001)

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract for the Lease of Property at Fifth Street School - Las Vegas Redevelopment Agency and UNLV College of Urban Affairs

INTERLOCAL CONTRACT FOR THE LEASE OF PROPERTY AT FIFTH STREET SCHOOL – LAS VEGAS REDEVELOPMENT AGENCY AND UNLV COLLEGE OF URBAN AFFAIRS

THIS CONTRACT ("Lease"), made and entered into this ______ day of ____________, 2012; 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 "Lessor"), and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS COLLEGE OF URBAN AFFAIRS (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements located on certain real property commonly known as the Historic Fifth Street School ("School"), located at 401 S. 4th Street, Las Vegas, Nevada 89101; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, Suites 180 and 140 ("Premises"), at the School, for the purpose of providing office and classroom space to the University of Nevada, Las Vegas' College of Urban Affairs; and

WHEREAS, pursuant to NRS 277.180, the Lessor may enter into contracts with other public agencies for the performance of any government service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, one of the goals of the Lessor is to provide needed public services to the central core of downtown Las Vegas; and

WHEREAS, Lessee, by utilizing the Premises, will contribute to Lessor in its efforts to revitalize the central core of downtown Las Vegas pursuant to Exhibit D; and

WHEREAS, Lessor has determined the lease of the Premises to Lessee for the purposes as hereinafter set forth, will provide a substantial benefit to the inhabitants of the City of Las Vegas; and

WHEREAS, the Lessor agrees to lease the Premises upon the terms and conditions set forth below.

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

1. **LEASE OF PREMISES.** Subject to the provisions of this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, a) approximately 1,228 square feet of office space commonly known as Suite 180; and b) subject to the City's Office of Cultural Affairs staff be allowed access to utilize the space, 526 square feet commonly known as Suite 140 (Conference Room Offices), located at the School. The location of the Premises is shown more particularly on the Site map identified as Cultural Affairs Exhibit "A".

2. **TERM OF LEASE.** Unless earlier terminated in accordance with section 38 hereof, this Lease shall be for a period of five (5) years beginning on the Commencement Date as defined in Section 3. If Lessee is not then in default of this Lease, Lessee may request to renew this Lease for an additional term of five (5) years, by giving a written request to renew at least 60 days prior to the expiration of the Lease term and upon receiving such request Lessor must provide written approval within 30 days of expiration of Lease.

3. **EFFECTIVE DATE AND COMMENCEMENT DATE.** This Lease shall be effective subsequent to the City of Las Vegas Redevelopment Agency Board and The Board of Regents of the Nevada System of Higher Education approval and, both parties have executed this Lease.

4. **RENT.** Commencing on the Commencement Date, Lessee agrees to pay One Dollar ($1.00) per month as Rent to Lessor. The Rent shall be due and payable twelve (12) months in advance and shall be due on the Commencement Date.

5. **UTILITIES AND SERVICES.** Lessee shall pay for its use of all water, sewer, electricity and gas utilities, solid waste disposal, janitorial and landscape maintenance at the Premises by reimbursing Lessor its pro-rata share of the Lessor's total billings for these services at the School. Lessee's pro-rata share is based upon the Lessee's Premises as a percentage of the total square footage available for use at the School; the total leasable building area is calculated to be 26,014 square feet. The Lessee's Premises consisting of 6.74 percent of the total. Lessor shall invoice the Lessee no later than forty-five (45) days from the date of receipt from the appropriate utility companies, and Lessee shall make payment within (30) days of receipt of such invoice. Lessee shall be responsible for all costs of telephone, cable, alarm and other telecommunication services at the Premises.

6. **REPAIRS AND MAINTENANCE.**

A. **Lessor's Obligations.** Lessor shall keep the Premises, interior and exterior walls, roof and common areas and the equipment whether used exclusively for the Premises or in common with the other premises, in good condition and repair; provided, however, Lessor shall not be obligated to paint, repair or replace wall coverings or to repair or replace any improvements that are not ordinarily a part of the Premises.

B. **Lessee's Obligations.**

(1) Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any

equipment (wherever located) that serves only Lessee of the Premises, to the extent such cost is attributable to causes beyond normal wear and tear. Lessee shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any Premises improvements that are not ordinarily a part of the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs, the cost of which is otherwise Lessee's responsibility hereunder.

(2) On the last day of the term hereof, or earlier termination, Lessee shall surrender the Premises to Lessor in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Lessee. Lessee shall repair any damage to the Premises occasioned by the installation or removal of Lessee's trade fixtures, alterations, furnishings and equipment. Except as otherwise stated in this Lease, Lessee shall leave the HVAC, power panels, electrical distribution systems, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings and plumbing on the Premises and in good operating condition.

7. **USE OF PREMISES.** Lessee agrees to use the Premises as office and classroom space for the University of Nevada, College of Urban Affairs. Lessee shall not use or permit the Premises to be used for any other purpose, except with the prior written consent of Lessor. The Lessee will have use privileges to the "Common Areas" consisting of the multi-purpose "Gymnasium", gallery and courtyard (open) spaces and Conference Room. Usage of each space must be scheduled with and approved by, the resident representative of the Lessor. Priority use of the Common Area shall first be given to the Lessor and City of Las Vegas, followed by resident tenants and outside parties. If more than one tenant wishes to use a specific Common

Area, priority shall be based on tenants' leasable area per their Lease Agreement. Lessee shall be responsible for all costs incurred for special events, including but not limited to, additional security, trash removal, ancillary fees, and special event permits. If the Lessee conducts fund raising or for profit activities utilizing the Common Areas, the Lessor retains the right to charge either a percentage fee or flat rate usage fee for the use of said Common Areas.

8. **CONDITION OF PREMISES.** The Premises are leased to Lessee on an "as-is" basis including existing cubicles, desks and furniture as outlined in Premises Inventory - Exhibit "C" Lessor makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that exist at the Commencement Date.

9. **USE OF PARKING AND OTHER AREAS.** In connection with its use of the Premises pursuant to this Lease, Lessee is entitled to four (4) parking passes for spaces which are not designated as "Visitor Parking" located in the main parking lot at the School and depicted on the Parking Map attached hereto as Exhibit "B". The Lessee shall direct all other parking users to use the metered spaces in surrounding parking structures and surface lots. All facilities in or about the School shall be subject to the exclusive control and management of Lessor. Lessor shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to close all or any portion of said area of facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities. Lessor shall operate and maintain the parking area in such manner as Lessor in its discretion shall determine. Lessor shall have full right and authority to employ and discharge all its personnel with respect thereto,

and shall have the right, through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in proper and orderly fashion.

10. **LAWS, WASTE, NUISANCE.** Lessee covenants that it:

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

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

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

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

11. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** At any time during the Lease term, Lessee, subject to the prior written approval of Lessor and at the expense of Lessee, may make alterations, additions or improvements in and to the interior of the Premises. No alterations, additions or improvements shall be authorized for the exterior of the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

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

12. **SIGNAGE.** Lessee shall have the right to place, construct and maintain one or more signs identifying its name at the Premises. All signage shall conform to the design of signs at the School and shall be approved by Lessor prior to the sign's placement at the Premises.

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

14. **ACCESS TO PREMISES.** Lessor shall have the right to place, maintain and repair utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the School and which are the Lessor's responsibility. Lessor shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers and to make such repairs, additions, alterations or improvements as Lessor may deem desirable.

Lessor may enter the Premises at any time, without notice, in the event of an actual emergency. Lessor shall at all times have and retain a key with which to unlock all of the doors of the Premises, and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Lessee from the leased Premises or any portion thereof.

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

16. **INDEMNIFICATION.** To the extent limited by NRS Chapter 41, Lessee will be responsible for, and will indemnify, defend and hold the Lessor and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of Lessee's liability provided by law that results from Lessee's use of the Premises and that is caused by the actions or non-actions of Lessee, or any employee, servant or agency of either. To the extent limited by NRS Chapter 41, Lessor will be responsible for, and will indemnify, defend and hold the Lessee and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of Lessor's liability provided by law that results from Lessor's use of the Premises and that is caused by the actions or non-actions of Lessor, or any employee, servant or agency of either.

17. **INSURANCE.** As a state-supported institution of higher education, the Lessee is a self-insured agency of the State of Nevada. Lessee certifies that, as a state-supported institution of higher education, it is a self-insured entity and that, with respect to workers' compensation, the Lessee is qualified pursuant to statutory authority. Requirements and claims are handled in accordance with NRS Chapter 41.

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

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

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

21. **SALE OF PREMISES.** Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof.

22. **EMINENT DOMAIN.** In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use and occupancy thereof, shall be taken by any

lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessor of Lessee may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property of the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking.

23. **DAMAGE OR DESTRUCTION.**

A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises or in any common area.

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

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

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

24. **LIENS AND ENCUMBRANCES.** Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless there from. If any liens or other encumbrances are filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge or record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease.

25. **ASSIGNMENT AND SUBLETTING.** Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. Such consent shall not be unreasonably withheld. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

26. **BREACH, DEFAULT AND REMEDIES.** If Lessor or Lessee fails to perform or comply with any covenant, term or condition that this Lease requires said party to perform or comply with, the defaulting party shall have thirty (30) days after it receives written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be fifteen (15) days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable time limit set forth above, Lessor may, in addition to any other

remedy it may have under law or equity at its option, terminate this Lease or re-enter and retake possession, with or without terminating the Lease. In the case of re-entry and retaking of possession, Lessor shall give Lessee a thirty (30) day notification so that arrangements for the removal of property can be made.

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

27. **NO PARTNERSHIP.** Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

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

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

30. **BROKER'S COMMISSIONS.** The parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with this Lease and each agrees to indemnify the other against and hold it harmless from all liability arising from such claims, including any attorney's fees connected therewith.

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

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

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

34. **AMENDMENT OR MODIFICATION.** No amendment to or modification of this Lease shall be binding upon Lessor or Lessee unless it has been reduced to writing.

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

36. **ATTORNEY'S FEES.** In the event Lessee/Lessor institutes any judicial proceeding against Lessee/Lessor relating to any default, the prevailing party shall be entitled to an award of reasonable attorney's fees as determined by the court.

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

If to the Lessor: City of Las Vegas Redevelopment Agency
495 S. Main Street 6th Floor
Las Vegas, Nevada 89101
Attention: Operations Manager

If to the Lessee: University of Nevada, Las Vegas
Facilities Management & Planning
Box 451027
4505 S. Maryland Parkway
Las Vegas, Nevada 89154-1027
Attention: Real Estate Department

38. **TERMINATION.** This Lease may be canceled by either party for any reason by providing ninety (90) days written notification. Lessee shall vacate the premises within 30 days of expiration of the contract.

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

CITY OF LAS VEGAS REDEVELOMENT AGENCY
"Lessor"

By________________________________
CAROLYN G. GOODMAN, Chair

ATTEST:

____
Beverly K. Bridges, MMC
Secretary, City of Las Vegas Redevelopment Agency

APPROVED AS TO FORM:

V. Pasticello 5/29/12
Chief Deputy City Attorney Date

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS COLLEGE OF URBAN AFFAIRS:
"Lessee"

RECOMMENDED BY:

____
Christopher C. Stream, Director of School Environmental and Public Affairs, University of Nevada, Las Vegas

____
E. Lee Bernick, Dean, College of Urban Affairs
University of Nevada, Las Vegas

____
Gerry J. Bomotti, Senior Vice President for Finance & Business
University of Nevada, Las Vegas

____
Michael W. Bowers, Executive Vice President and Provost
University of Nevada, Las Vegas

____
Neal J. Smatresk, President
University of Nevada, Las Vegas

APPROVED BY:

____
Daniel J. Klaich, Chancellor
Nevada System of Higher Education

APPROVED AS TO FORM:

By:____
Elda Sidhu, General Counsel
University of Nevada, Las Vegas

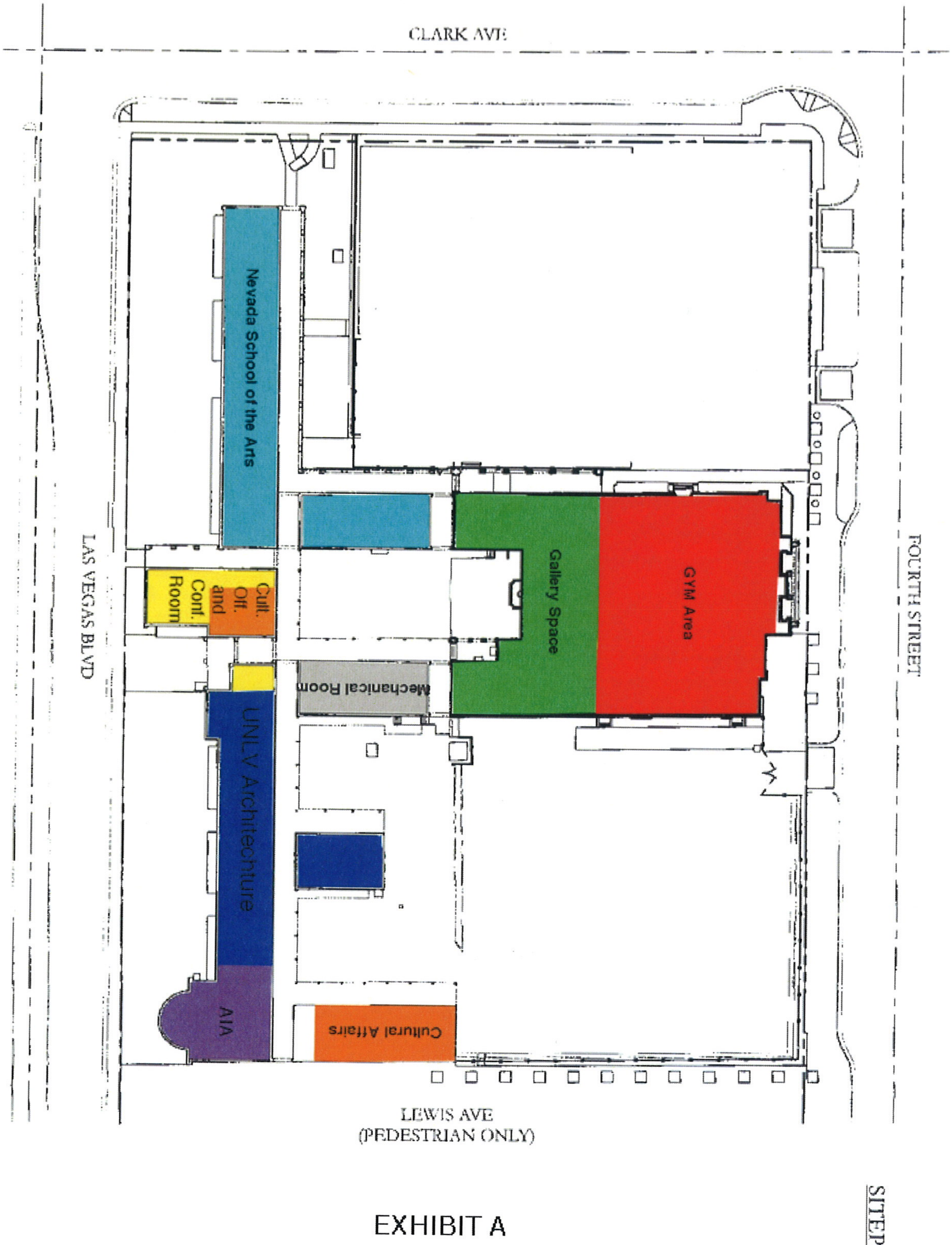

CLARK AVE
LAS VEGAS BLVD
FOURTH STREET
LEWIS AVE
(PEDESTRIAN ONLY)
Nevada School of the Arts
Cult. Off. and Conf. Room
Gallery Space
GYM Area
Mechanical Room
UNLV Archtechure
AIA
Cultural Affairs
SITEPLAN
NORTH

EXHIBIT A

EXHIBIT B

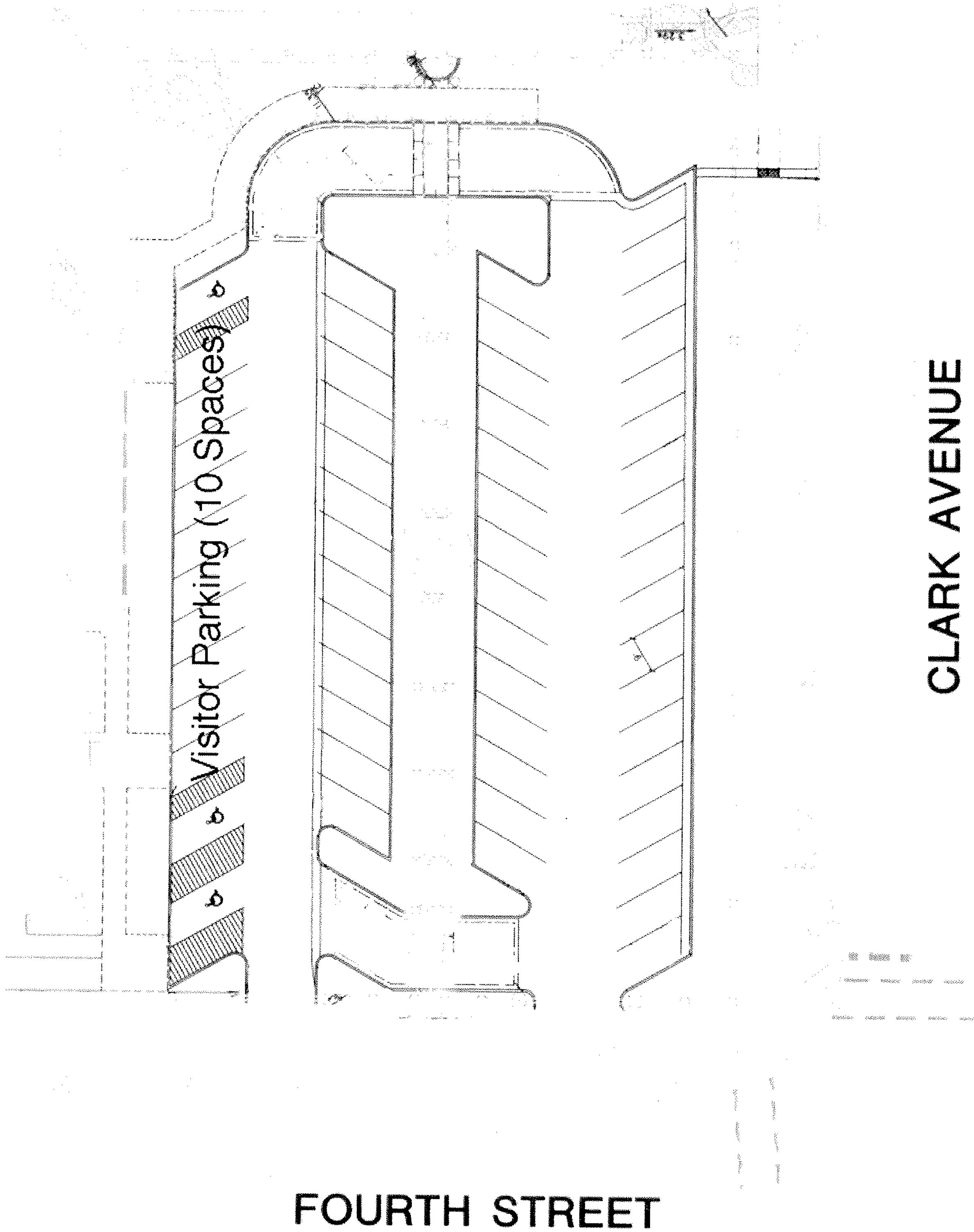


EXHIBIT C
Premises Inventory

Suite 180:

- Three Bar Stools
- Twelve Desk Chairs
- Eight Single Cubicles
- One 4-station cubicle

Suite 140:

- Two Cubicles: Chair at each cubicle
- Office 1: One desk Chair and two guest chairs
- Office 2: One desk chair and two guest chairs

EXHIBIT D

University of Nevada Las Vegas
Center for Community and Non Profit Leadership
In partnership with
The City of Las Vegas

City of Las Vegas Deliverables

- Space at the 5th Street School

- Internships for students (see UNLV Deliverables)

UNLV Deliverables

- Facilitation of Executive Retreats (In concert with CLV staff)
    - No more than two per year

- Facilitation of Newly Elected Official Orientations (In concert with CLV staff)

- Identification of students for internships
    - Three month internship - project based
    - Six month internship – project based, with stipend from CLV
    - One year internship – salary and benefits from CLV
        - Students could come from other MPA programs from around the country

- Public Policy Research Assistance
    - Projects on an as needed basis

- Non-Profit / Community Meeting Facilitations
    - On an as needed basis

- Maintenance of the CLVDashboard site (lvcommunitydashboard.com)

- In conjunction with the Brookings Institute, regular downtown forums for community leaders and/or government leaders and elected officials on community topics of interest

City of Las Vegas

Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 6, 2012

SUBJECT:

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

City of Las Vegas

Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 6, 2012

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