

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY TO TRANSFER THE
HISTORIC FIFTH STREET SCHOOL FROM THE CITY OF LAS VEGAS
REDEVELOPMENT AGENCY TO THE CITY OF LAS VEGAS**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2012 by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada ("RDA") and the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada ("City"). The RDA and City are individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the RDA owns certain real property and improvements located at 401 South 4th Street, Las Vegas, Nevada, commonly known as the Historic Fifth Street School, and more particularly described on the legal description attached hereto as Exhibit "A" and depicted on the Site Map attached hereto as Exhibit "B" ("Property"); and

WHEREAS, 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, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (collectively the "Redevelopment Plan"); and

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, pursuant to NRS 279.462, the Agency may make and execute contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, NRS 279.470 (4) provides that within the redevelopment area, an agency may sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed of trust or otherwise, or otherwise dispose of any real or personal property or any interest in property.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to reconcile and reimburse the RDA for the construction costs of the rehabilitation of the Property following the transfer of the Property to the City.

2. **Resolution and Deed.** Concurrently herewith, the RDA has adopted Resolution RA ____-2012 which authorized the RDA to transfer and convey the Property to the City through a Quitclaim Deed. The Parties acknowledge that the Chairman of the Governing Board of the RDA shall execute a Quitclaim Deed and such Quitclaim Deed shall be duly attested, notarized and recorded in the Office on the County Recorder, Clark County, Nevada.

3. **Acknowledgment of the Assignment and Assumption Agreement.** The Parties further acknowledge that as part of the approval of the above-referenced Resolution, the following Lease Agreements and Interlocal Agreements affecting the Property are valid and in full force and effect: (a.) Lease Agreement with Nevada School of the Arts dated May 16, 2007 and all amendments; (b.) Interlocal Agreement with UNLV for College of Urban Affairs dated June 28, 2012; (c.) Lease Agreement with American Institute of Architecture dated May 16, 2007 and all amendments and (d.) Interlocal Contract for the Lease of Property University of Nevada Las Vegas, (School of Architecture as a part of the) College of Fine Arts – May 16, 2007 and all amendments; (collectively the “Lease Agreements”). Concurrently with the execution of the Quitclaim Deed to convey the Property to the City, the RDA will execute the Assignment and Assumption Agreement which will assign RDA’s interest in the Lease Agreements to the City.

4. **Payment.** The Parties hereby acknowledge that the RDA had incurred certain reconstruction costs to rehabilitate the Property. The City agrees to reimburse the RDA for such reconstruction costs in the amount of Thirteen Million Five Hundred and Twenty-one Thousand Two Hundred and Sixty-four Dollars (\$13,521,264) (the “RDA Reconstruction Costs”). The Parties acknowledge that the RDA Reconstruction Costs adequately reimburses the RDA for the improvements made to the Property.

5. **RDA Reconstruction Costs Payment Terms.** The City shall make annual payments to the RDA for a period of seven (7) years commencing on the date that this Agreement is approved by the Governing Board of the RDA and the Las Vegas City Council (“Effective Date”) and on each anniversary date thereafter for seven (7) years until the balance is paid in full, whichever occurs later. The annual payment shall equal five percent (5%) of the RDA tax increment revenue received from the Clark County Treasurer less any positive RDA Unassigned General Fund Balance. Under the Governmental Accounting Standard Board rules, the term “Unassigned General Fund Balance” shall not include elements of the reserved fund balance for debt service and nonspendable fund balance as in non-cash assets, i.e., land and receivables. The annual payment shall not be less \$500,000 nor exceed \$2,000,000. The amount of each annual payment shall be determined as part of the City’s approval of the Final Budget process which shall occur no later than June 30th of each fiscal year. For Fiscal Year 2013, the Parties acknowledge that the annual payment approved through the Final Budget process is \$2,000,000.

6. **Term and Extension of Term.**

a. Except for any provisions which survive the expiration or termination of this Agreement or any extensions of the term, this Agreement shall terminate upon satisfactory repayment.

b. The term of the Agreement shall be for seven (7) years, beginning the date this Agreement is approved by the Governing Board of the RDA (the "Term"). Prior to the expiration of the Term, upon the request of the City, the RDA may agree to extend the Term of the Agreement for up to one (1) five (5) year extension period.

7. **Benefit.** This Agreement is for the benefit of the Parties only. No person or entity is intended to ever be a third party beneficiary of this Agreement.

8. **Failure to make payment.** If the City fails to make any payment due hereunder within the time specified herein, or if the City fails to abide by the provisions of this Agreement, this Agreement may be enforced by the RDA hereto in a court of competent jurisdiction to enforce the provisions of this Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Agreement.

No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any party of this Agreement may have.

9. **Time.** Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

10. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.

11. **Modification.** This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.

12. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.

14. **Consents.** By approving and executing this Agreement, the City has authorized and consented to undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.

15. **Notices.** Any notice or other communication hereunder shall be transmitted to the attention of the respective Managers of the Parties at the following addresses:

City of Las Vegas, Nevada
495 South Main, 7th Floor
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
495 South Main, 6th Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

A copy of each notice to the other party shall also be sent to the attention of the Finance Director of the City and to the attention of the Chief Financial Officer of the RDA at the above addresses.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first written above.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

ATTEST:

By: _____
Carolyn G. Goodman, Chair

Beverly K. Bridges, MMC, Secretary

APPROVED AS TO FORM:

V. Ponticello 7/9/12
Date

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

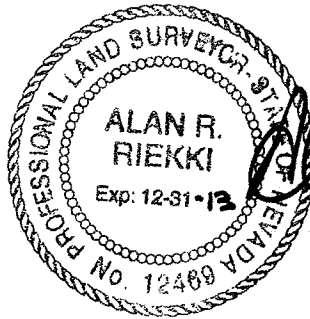
ATTEST:

Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

V. Ponticello 7/9/12
Date

EXHIBIT "A"



JUNE 20TH, 2012
REVISED
BY: HJB
P.R. BY ARR
(PAGE 1 OF 2)

FIFTH STREET SCHOOL

EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED BETWEEN LAS VEGAS BOULEVARD AND FOURTH STREET, NORTH OF CLARK AVENUE.

LAND DESCRIPTION

BEING A PORTION OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CLARK AVENUE AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET AS SHOWN ON THE PLAT OF "CLARK'S LAS VEGAS TOWNSITE" RECORDED IN BOOK 1 OF PLATS, PAGE 37, CLARK COUNTY, NEVADA OFFICIAL RECORDS; THENCE NORTH $27^{\circ}54'34''$ EAST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FOURTH STREET, 440.12 FEET TO A POINT ON THE SOUTHEASTERLY PROLONGATION OF THE CENTERLINE OF LEWIS AVENUE; THENCE SOUTH $62^{\circ}05'21''$ EAST, DEPARTING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FOURTH STREET AND ALONG THE SOUTHEASTERLY PROLONGATION OF THE CENTERLINE OF SAID LEWIS AVENUE, 295.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAS VEGAS BOULEVARD; THENCE DEPARTING SAID SOUTHEASTERLY PROLONGATION AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING CURVES AND COURSES:

- 1) SOUTH $27^{\circ}54'36''$ WEST 241.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A 15.00 FOOT RADIUS;
- 2) THENCE SOUTHWESTERLY 2.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $9^{\circ}38'02''$;
- 3) THENCE SOUTH $37^{\circ}32'38''$ WEST 55.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A 35.00 FOOT RADIUS;
- 4) THENCE SOUTHWESTERLY 5.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $9^{\circ}38'02''$;

FIFTH STREET SCHOOL
LEGAL DESCRIPTION CONTINUED
PAGE 2 OF 2

5) THENCE SOUTH 27°54'36" WEST, 135.68 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID CLARK AVENUE; THENCE NORTH 62°04'26" WEST, DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 285.00 FEET TO **THE POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 2.942 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

TOGETHER WITH THAT "PERMANENT LIMITED USE SURFACE EASEMENT", RECORDED ON JUNE 05TH, 2001, IN DOCUMENT NUMBER 20010605:01266, SITUATE IN SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND, BOUNDED ON THE NORTHEAST BY A LINE RUNNING PARALLEL WITH AND 47.00 FEET NORTHEASTERLY OF THE SOUTHEASTERLY PROLONGATION OF THE CENTERLINE OF LEWIS AVENUE; BOUNDED ON THE SOUTHEAST BY THE NORTHWEST LINE OF LAS VEGAS BOULEVARD; BOUNDED ON THE SOUTHWEST BY THE SOUTHEASTERLY PROLONGATION OF THE CENTERLINE OF LEWIS AVENUE AND BOUNDED ON THE NORTHWEST BY THE SOUTHEAST LINE OF FOURTH STREET AS SHOWN ON SAID PLAT OF CLARK'S LAS VEGAS TOWNSITE.

AREA OF SAID STRIP OF LAND CONTAINS 14,100 SQUARE FEET MORE OR LESS.

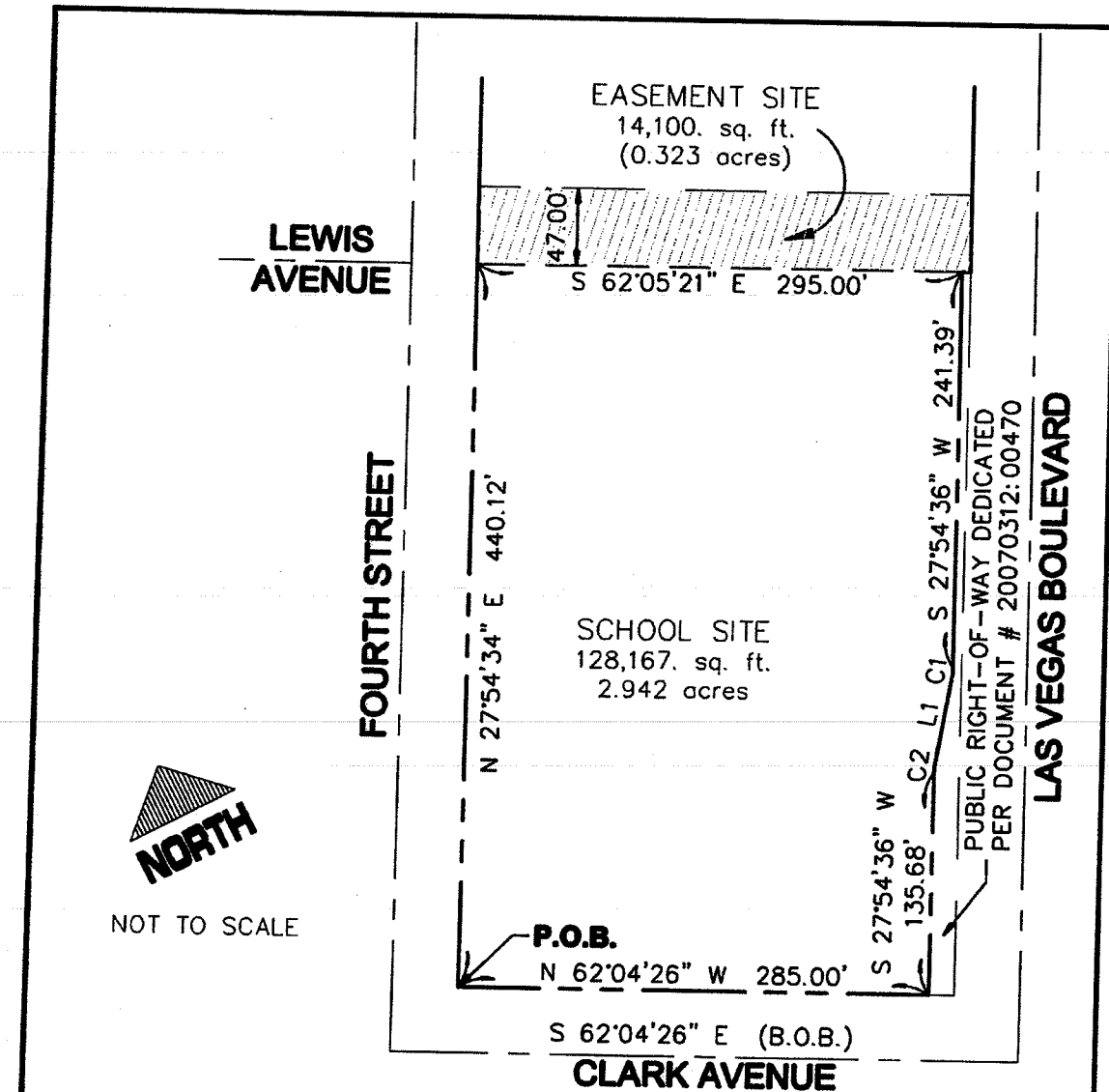
NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

BASIS OF BEARINGS:

SOUTH 62°04'26" EAST, BEING THE BEARING OF THE CENTERLINE OF CLARK AVENUE, AS SHOWN ON THAT RECORD OF SURVEY, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 67 OF SURVEYS, AT PAGE 79.

END OF DESCRIPTION.

EXHIBIT "B"



SHEET 1 OF 1

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANG.
C1	9°38'02"	15.00'	2.52'	1.26
C2	9°38'02"	35.00'	5.89'	2.95

COURSE TABLE		
LINE	BEARING	DISTANCE
L1	S37°32'38"W	55.54'



EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF S. 34 T. 20 S., R. 61 E.
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

CITY OF LAS VEGAS - SURVEY
333 RANCHO DRIVE, LAS VEGAS, NEVADA 89106 (702) 229-6217

DRAWING: 1305-1 FIFTH SCHOOL
DRAWN BY: HJB
CHECKED BY: ARR
DATE: 06/18/2012