City of Las Vegas

# REDEVELOPMENT AGENCY MEETING AGENDA

**CITY HALL, 495 S. MAIN STREET**
**COUNCIL CHAMBERS – 702-229-6011**
**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)**

**July 20, 2016**
**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 CUSTOMERS OF CENTURYLINK CAN VIEW THIS PROGRAM IN HIGH DEFINITION ON CHANNEL 1002, AND SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 69.9. THE REDEVELOPMENT MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.lasvegasnevada.gov 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 5:00 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, 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 June 1, 2016

## Redevelopment Area

5. RA-6-2016 - 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 Gerby Investments I, LLC, located at 1007 South Main Street (APN 139-33-811-026), 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 $25,000 - RDA Special Revenue Fund) - Redevelopment Area - Ward 3 (Coffin) [NOTE: This item is related to Council Item 56 (R-30-2016)]

## Redevelopment Area 2

6. Discussion for possible action to amend the City of Las Vegas Redevelopment Plan for Redevelopment Area 2 to delete one parcel from the area and make other technical adjustments - Redevelopment Area 2 - Ward 1 (Tarkanian)

## Citizens Participation

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

## Agency Member Recognition

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

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 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: JULY 20, 2016**

**SUBJECT:**
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

## *AGENDA SUMMARY PAGE*
**REDEVELOPMENT AGENCY MEETING OF: JULY 20, 2016**

**SUBJECT:**

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas

Agenda Item No.: **3.**

## *AGENDA SUMMARY PAGE*

**REDEVELOPMENT AGENCY MEETING OF: JULY 20, 2016**

**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: JULY 20, 2016**

**DEPARTMENT: CITY CLERK**
**DIRECTOR: LUANN D. HOLMES**

**SUBJECT:**
For possible action to approve the Final Minutes by reference of the regular Redevelopment Agency meeting of June 1, 2016

City of Las Vegas

Agenda Item No.: **5.**

## *AGENDA SUMMARY PAGE*

**REDEVELOPMENT AGENCY MEETING OF: JULY 20, 2016**

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

**SUBJECT:**
RA-6-2016 - 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 Gerby Investments I, LLC, located at 1007 South Main Street (APN 139-33-811-026), 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 $25,000 - RDA Special Revenue Fund) - Redevelopment Area - Ward 3 (Coffin) [NOTE: This item is related to Council Item 56 (R-30-2016)]

**Fiscal Impact**

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

**Amount:** $25,000.00
**Funding Source:** RDA Special Revenue Fund
**Dept./Division:** Economic and Urban Development/RDA

**PURPOSE/BACKGROUND:**
Gerby Investments I, LLC, will undertake interior and exterior improvements to the property located at 1007 South Main Street (APN 139-33-811-026) that include installation of fence with sliding gates, removal of roof and replace with patio cover, pour new concrete patio, removal of existing rolling steal door and install French doors. This CVIP Agreement will assist with the cost of improvements. 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-6-2016
2. Public Purpose Impact Analysis
3. Site Map
4. Submitted at Meeting - PowerPoint Presentation

**RESOLUTION NO. RA-6-2016**

**RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND GERBY INVESTMENTS I LLC (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, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

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

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

WHEREAS, GERBY INVESTMENT I, LLC (the "OWNER") is the owner of real property and improvements located at 1007 S. MAIN STREET, and which parcel is commonly known as APN 139-33-811-026 (the "Site"); and

WHEREAS, GERBY INVESTMENT I, LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 1007 S. MAIN STREET and is undertaking certain exterior improvements to the property in accordance with the Commercial VIP Program; and

WHEREAS, the Agency has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

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

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

THE FOREGOING RESOLUTION and CVIP AGREEMENT was passed, adopted and approved this ____ day of _______________, 2016.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, Chair

ATTEST:

______________________________

SECRETARY

APPROVED AS TO FORM:

______________________________ 6-27-16
Date

# 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 __________________, 2016, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and GERBY INVESTMENTS I, LLC, 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 and Tenant'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 Twenty-Five Thousand Dollars and 00/100 (**$25,000.00)**, and the Owner has provided a 200% 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, Owner does 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, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "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 Twenty Five Thousand Dollars and 00/100 **($25,000.00)**, 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 agree 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 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 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 each pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

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

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the site also shall be referred to as the "Project" 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-A " and Attachment "6-B" 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 Tenant 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<br>495 S. Main Street, 6th Floor<br>Las Vegas, NV 89101 |
| If to the Owner: | Gerby Investments I, LLC<br>Atten.: Doron Gerby<br>2870 S. Tenaya Way<br>Las Vegas, NV 89117 |

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 the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and 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 ______________________, 2016 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:

____________________________, 2016.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

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

APPROVED AS TO FORM:

________________________________
Counsel to the Agency Date

ATTEST:

________________________________

Secretary

OWNER – Gerby Investments I, LLC

By: ________________________________
Doron Gerby

Its: Manager

## LIST OF ATTACHMENTS

| | |
|---|---|
| ATTACHMENT " 1 " | LEGAL DESCRIPTION OF THE PROPERTY |
| ATTACHMENT " 2 " | PROOF OF OWNERSHIP OR LEASEHOLD INTEREST |
| ATTACHMENT " 3 " | FORM OF FAÇADE EASEMENT |
| ATTACHMENT " 4 " | FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT |
| ATTACHMENT " 5 " | SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS |
| ATTACHMENT "6-A " | DISCLOSURE OF PRINCIPALS – PROPERTY OWNER |
| ATTACHMENT "6-B" | DISCLOSURE OF PRINCIPALS – BUSINESS |
| ATTACHMENT " 7 " | PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN |
| ATTACHMENT "8" | VIP REAL PROPERTY OWNER CONSENT |

## ATTACHMENT 1

## LEGAL DESCRIPTION OF THE PROPERTY

Lots Twenty-Nine (29) and Thirty (30) in Block Four (4) of South Addition of the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51 in the Office of the County Recorder, Clark County, Nevada.

# ATTACHMENT 2

## PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

See Attached

APN: 139-33-811-026
Affix R.P.T.T. $497.50
**WHEN RECORDED MAIL TAX STATEMENT TO:**
**WHEN RECORDED MAIL TO:**
**Doren Gerby**
3042 ROSANNA STREET
LAS VEGAS, NV 89117

# GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

**Naomi Jane Sharpe-Dannan as Successor Trustee of the Florence M. Sharpe Trust, established the 13th-day of December, 1989; and Naomi Jane Sharpe-Dannan as Trustee of the Allen L. Sharpe Trust**

in consideration of $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

DORAN GERBY AND RACHEL GERBY, HUSBAND AND WIFE AS JOINT TENANTS

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

Lots Twenty-Nine (29) and Thirty (30) in Block Four (4) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51 in the Office of the County Recorder, Clark County, Nevada.

Subject to:
1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my/our hand(s) this 14TH day of NOVEMBER 2001.

**SELLER:**

**The Florence M. Sharpe Trust, established the 13th day of December, 1989**

By: Naomi Jane Sharpe-Dannan
**Naomi Jane Sharpe-Dannan as Successor Trustee**

**The Allen L. Sharpe Trust**

By: Naomi Jane Sharpe-Dannan
**Naomi Jane Sharpe-Dannan as Successor Trustee**

STATE OF NEVADA )
) ss.
COUNTY OF Clark )

Escrow No. 01125770-029-KRF

On this NOVEMBER 14, 2001
appeared before me, a Notary Public,

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

Lots Twenty-Nine (29) and Thirty (30) in Block Four (4) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51 in the Office of the County Recorder, Clark County, Nevada.

Subject to:
1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my/our hand(s) this 14TH day of NOVEMBER, 2001.

**SELLER:**

**The Florence M. Sharpe Trust, established the 13th day of December, 1989**

By: Naomi Jane Sharpe-Dannan

**Naomi Jane Sharpe-Dannan as Successor Trustee**

**The Allen L. Sharpe Trust**

By: Naomi Jane Sharpe-Dannan

**Naomi Jane Sharpe-Dannan as Successor Trustee**

STATE OF NEVADA )
) ss.
COUNTY OF Clark )

Escrow No. 01125770-029-KRF

On this NOVEMBER 14, 2001

appeared before me, a Notary Public,

NAOMI JANE SHARPE-DANNAN, TRUSTEE OF THE FLORENCE M. SHARP TRUST AND ALLEN L. SHARP TRUST

personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the instrument for the purposes therein contained.

Kelly Finkley

Notary Public

KELLY FINKLEY
Notary Public - Nevada
No. 92-3022-1
My appt. exp. Mar. 3, 2002

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
UNITED TITLE OF NEVADA
11-20-2001 08:09 DGI 1
BOOK: 20011120 INST: 00186
FEE: 14.00 RPTT: 497.50
DEED
CONFORMED COPY-HAS NOT BEEN COMPARED TO THE ORIGINAL

**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 faces the western boundary of South Main Street 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 without further action upon the City of Las Vegas Redevelopment Agency.

## ATTACHMENT 3

## FORM OF FACADE EASEMENT

**APN: 139-33-811-026**

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

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

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

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building 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 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.

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. <u>Option Term</u>. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. 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 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 may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

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

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this _____ day of ________________________________, 2016

GERBY INVESTMENTS I, LLC

By:____________________________________
Doron Gerby

Its: Manager

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ________________________________________
CAROLYN G. GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_________________________________________
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

__________________________________________
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF __________)
) ss.
COUNTY OF ________)

This instrument was acknowledged before me on the ____ day of _______________, 2016 by Doron Gerby__________ as Manager__________ of Gerby Investments I, LLC____.

______________________________________
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 _______________, 2016 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 Twenty-Nine (29) and Thirty (30) in Block Four (4) of South Addition of the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51 in the Office of the County Recorder, 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 faces the western boundary of South Main Street 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 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: $25,000.00 (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: | $25,000.00 |
| Anytime during second year: | $20,000.00 |
| Anytime during third year: | $15,000.00 |
| Anytime during fourth year: | $10,000.00 |
| Anytime during fifth year: | $5,000.00 |
| After five full years from recordation of the Facade Easement Deed: | $0.00 |

## ATTACHMENT 4

## FORM OF BUILDING FACADE MAINTENANCE AGREEMENT

**APN: 139-33-811-026**

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 ________________________, 2016, between GERBY INVESTMENTS I, LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

**WHEREAS**, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1007 S. Main Street, Las Vegas, Nevada and currently designated as Assessor's Parcel No.139-33-811-026; 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 faces the western boundary of South Main Street as described in *"Exhibit A – 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<br>c/o Economic And Urban Development<br>495 S. Main Street, 6th Floor<br>Las Vegas, NV 89101<br>Attn: Operations Officer |
| OWNER: | Gerby Investments I, LLC<br>Atten.: Doron Gerby<br>2870 S. Tenaya Way<br>Las Vegas, NV 89117 |

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.

By: ______________________________ Date: ______________________________
Name: Doron Gerby
Title: MANAGER

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

By: ______________________________ Date: ______________________________
CAROLYN G. GOODMAN
CHAIR

ATTEST:

______________________________
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

______________________________
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF __________)
) ss.
COUNTY OF ________)

This instrument was acknowledged before me on the ____ day of _______________, 2016 by Doron Gerby as Manager of Gerby Investments I, LLC.

______________________________________
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 _______________, 2016 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 Twenty-Nine (29) and Thirty (30) in Block Four (4) of South Addition of the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51 in the Office of the County Recorder, 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 faces the western boundary of South Main Street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

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

## ATTACHMENT 5

## SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

| | | |
|---|---|---|
| **1.** | **Install fence with sliding gates** | **$5,200.00** |
| **2.** | **Remove existing roof, Install patio cover and concrete** | **$32,150.00** |
| **3.** | **Remove rolling steal door and install French door** | **$9,749.50** |
| **4.** | **Labor** | **$3,000.00** |
| TOTAL ESTIMATED PROJECT COSTS | | $50,099.50 |
| **Estimated CVIP Grant** | | **$25,000.00** |

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

### Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

# VIP Disclosure of Ownership/Principals



## VIP Contracting Entity Information

Name DORON GERBY

Mailing Address 12825 HITE LN

Business Phone 702-439-3040

Tax ID or Social Security Number TX 1002934265

## 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 |
|---|---|---|
| DORON GERBY-Manager | | 702-439-3040 |
| RACHEL GERBY-Manager | 2870 S. Tenaya WAY. LV NV 89117 | 702-354-3729 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

## Additional Ownership/Principals

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

## Alternative Disclosure of Ownership/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 5-19-2016

State of Nevada
County of Clark

This instrument was acknowledged before me on

19th MAY 2016 (date) by

DORON GABBY (name of person)

______
Notary Public

JESSICCA ANNE GREEN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-07-2019
Certificate No: 16-1763-1

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

# VIP Disclosure of Ownership/Principals

Please Print Legibly



VIP Contracting Entity Information

Name DORON GERBY

Mailing Address 12825 HITE LANE, LV NV 89166

Business Phone 702-439-3040

Tax ID or Social Security Number TX-NV-1002934265

Type of Business

Sole Proprietor_____ Partnership______ Limited Liability Company X Corporation______

Disclosure of Ownership/Principals

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

| Full Name & Title | Business Address | Business Phone |
|---|---|---|
| DORON GERBY | 2870 S.Tenaya WAY | 702-439-3040 |
| manager | LV NV 89117 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

Please Print Legibly



## 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 5-19-2016

State of Nevada
County of Clark

This instrument was acknowledged before me on

19th MAY 2016 (date) by

DORON BARBY (name of person)

__________
Notary Public

JESSICCA ANNE GREEN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-07-2019
Certificate No: 16-1763-1

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

# VIP Participant Affidavit and Employment Plan

Please Print Legibly



STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Doron Gerby, 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 Gerby investments a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1007/1009 S. main ("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 19th day of MAY, 2016.

Authorized Signature: ______________________

SIGNED AND SWORN TO before

me this 19th day of MAY, 2016, by DORON GARBY.

NOTARY PUBLIC
My Commission Expires: 7/7/2019

JESSICCA ANNE GREEN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-07-2019
Certificate No: 16-1763-1

ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

See Attached

# VIP Real Property Owner Consent

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, DORON GERBY, owner and/or authorized representative of APN# 139-33-811-026 also commonly known as 1007/1009 S. main st 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 19th day of MAY, 2016.

Authorized Representative: [signature]

SIGNED AND SWORN TO before me this 19th day of MAY, ~~AA~~ 2016, by DORON GERBY.

NOTARY PUBLIC
My Commission Expires: 7/7/2019

JESSICCA ANNE GREEN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-07-2019
Certificate No: 16-1763-1

# Public Purpose/Impact Analysis

## City Council/Redevelopment Agency Meeting July 20, 2016

**Title of Project:** Commercial Visual Improvement Agreement (CVIP) between the LV Redevelopment Agency and Gerby Investments I, LLC (Owner). 1007 – 1009 S. Main St.

**ProjectDescription:** Installation of commercial-grade aluminum patio cover, modifying front Main Street entrance, replacing chain link fence with irongate, removing asphalt in yard area and replacing it with colored concrete and exposed aggregate

**Sponsor/Developer:** Gerby Investments I, LLC

**Assistance Provided by the LV Redevelopment Agency:** Total project cost is approximately $50,000. Agency will reimburse the CVIP applicant on a 2:1 basis for pre-approved qualified exterior improvements.The Agency will reimburse the CVIP applicant up to a maximum of $25,000.

**Number of Direct Jobs Created:** N/A (Business Retention)

**Number of Indirect Jobs Created:** Not Applicable

**Number of Direct Jobs Retained:** Not Applicable

**Pertinent Statutes Used for Public Purpose:**

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

**How Does the Project Benefit the Public:**

The facility currently owned by Gerby Investments I, LLC is located at 1007-1009 S. Main St. This area in the heart of downtown needs additional rehabilitation and revitalization,as evidenced by the city of Las Vegas' emphasis on improved street infrastructure and landscaping for this artery. The business owner is seeking to renovate the exterior of this facility to enhance and add to the profitability of current tenants, as well as increase further rental desirability. The owner will be installing commercial-grade aluminum patio cover, modifying the front Main Street entrance, replacing chain link fence with iron gate and removing asphalt in the yard area and replacing it with colored concrete and exposed aggregate.

The City and Redevelopment Agency are focusing financial and staff resources to the continued development of this area as a destination for local residents and visitors to downtown Las Vegas.

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

Quantitative Economic Benefits:

Almost $50,000 is being fed into the local economy through the employment of qualified contractors for the rehabilitation of the new business.

Private Investment**:**

Applicant will be funding this project cost of approximately $50,000 through cash on hand. Total public investment: $25,000.

Public Investment:

The CVIP program requires a 2:1 match from the applicant for all pre-approved exterior improvements.

Total Direct Economic Impact:

$50,000

Total Indirect Economic Impact:

Not Applicable

Economic Impact Study Performed: Yes ☐ No ☒

Return on Investment Analysis Performed: Yes ☐ No ☒

**SITE MAP**

1007 South Main Street

Gerby Investment I, LLC

# Gerby Investments I, LLC

1007 S. Main St., Las Vegas, NV 89101

CVIP Agreement
Las Vegas Redevelopment Agency
July 20, 2016

Submitted at Redevelopment Agency
Date 7-20-16 Item 5
By: Staff

# Site Map
## 1007 Main St.

# Before: Front

## Proposed:

- Installing commercial-grade aluminum patio cover
- Modifying front entrance, especially doors

# Before: Front

## Proposed:

- Installing commercial-grade aluminum patio cover
- Modifying front entrance & doors

# Before: Back

## Proposed:

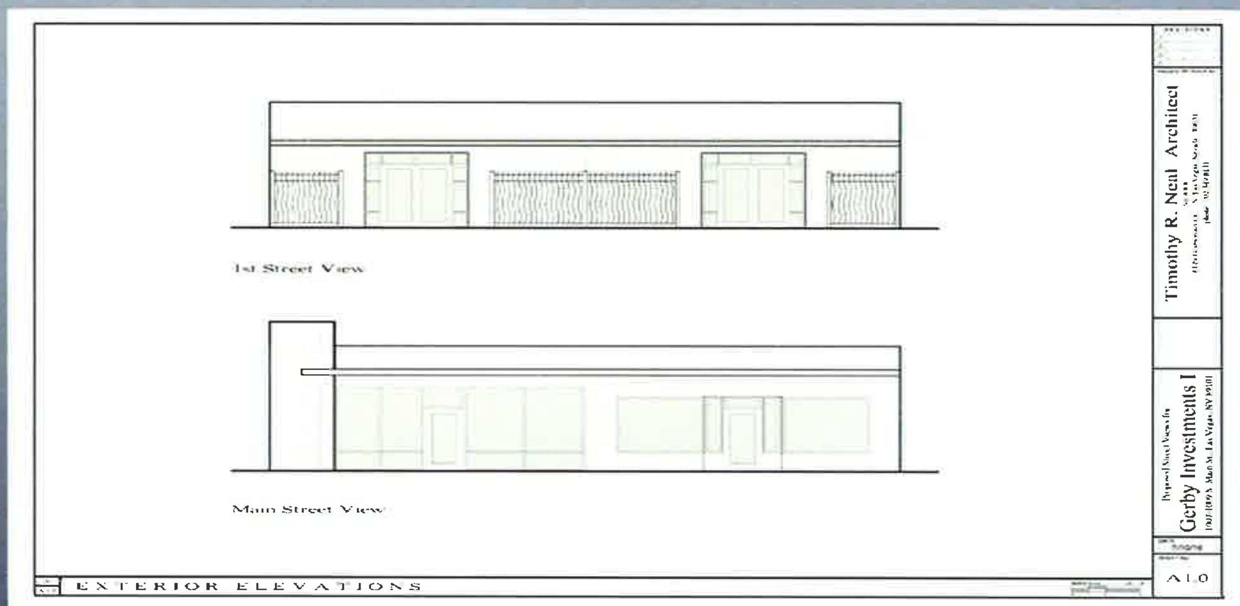
- Replacing chain fence with iron gate
- Will serve as primary entrance while Main Street under construction

# Before: Building Side

Proposed:

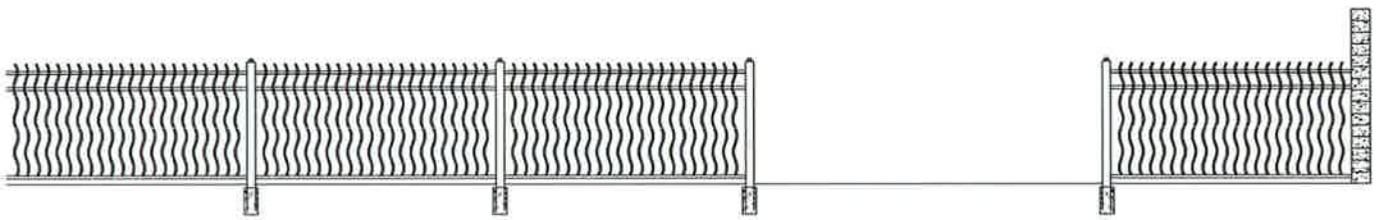
- Removing asphalt, replacing it with colored concrete & exposed aggregate

# Proposed Improvements
# Exterior Elevations

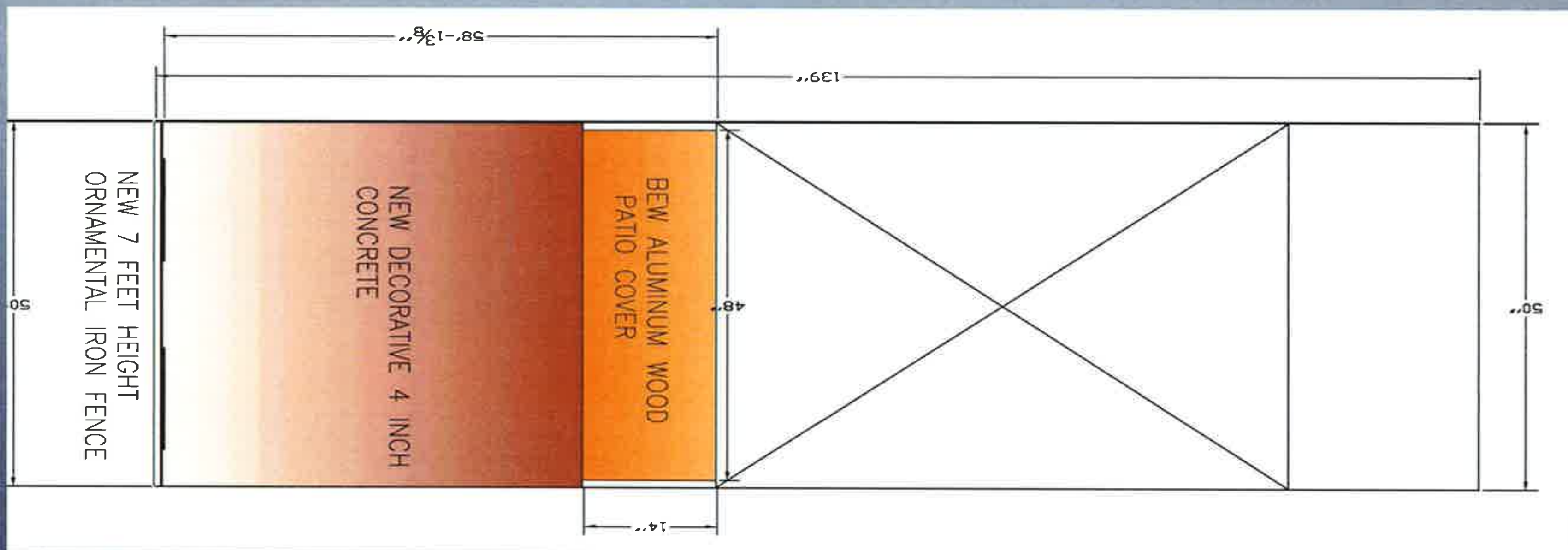


# Example of Proposed Improvement

# Example of Proposed Improvement



# Diagram of Proposed Improvement



# Gerby Investments I, LLC

1007 S. Main St., Las Vegas, NV 89101

CVIP Agreement
Las Vegas Redevelopment Agency
July 20, 2016

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

# *AGENDA SUMMARY PAGE*

## REDEVELOPMENT AGENCY MEETING OF: JULY 20, 2016

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

**SUBJECT:**
Discussion for possible action to amend the City of Las Vegas Redevelopment Plan for Redevelopment Area 2 to delete one parcel from the area and make other technical adjustments - Redevelopment Area 2 - Ward 1 (Tarkanian)

**Fiscal Impact**

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

**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
This action item is to have the RDA Board Approve the proposed amendment to the Amended and Restated Redevelopment Plan for Redevelopment Area 2. This amendment will delete one parcel from Redevelopment Area 2 associated with the Redevelopment Plan and make other technical adjustments.

**RECOMMENDATION:**
Staff recommends approval.

**BACKUP DOCUMENTATION:**
1. Agenda Memo
2. Amended and Restated Redevelopment Plan for Redevelopment Area 2
3. Letter Requesting Removal from RDA 2
4. Redevelopment Area 2 Amended Map 6-22-16
5. Redevelopment Area 2 Legal Description
6. Notice of Public Hearing on the Proposed Amendment to the City of Las Vegas Redevelopment Plan for the Redevelopment Area
7. Submitted at Meeting – Redevelopment Area 2 Map and Letter from Station Casinos by Staff

CITY OF LAS VEGAS NEVADA

City of Las Vegas

# AGENDA MEMO

**CITY COUNCIL MEETING DATE: JULY 20, 2016**
**DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT**
**ITEM DESCRIPTION: Discussion for possible action to amend the City of Las Vegas Redevelopment Plan for Redevelopment Area 2 to delete one parcel from the area and make other technical adjustments - Ward 1 (Tarkanian)**

---

1. **EUD was notified by the property owner (NP Palace LLC) that they would like to remove parcel number 162-08-602-005 from Redevelopment Area 2 because the property owner is submitting an application to the Department of Planning which necessitates the uniformity of all parcels under their ownership.**

2. **During the 2015 Legislative Session, changes to NRS 279 were adopted and there is the need to incorporate those legislative changes regarding redevelopment law in the Redevelopment Plan for Redevelopment Area 2.** ***[Note - The Redevelopment Plan for RDA 1 was amended and restated in December 2015 with the expansion of RDA 1.]***

3. **The following substantive changes to the Redevelopment Plan for Redevelopment Area 2 are listed below:**

    a) **Development, capitalization and administration of a revolving loan fund (RLF) for lending purposes. (Page 8 and page 28)**
    b) **Technical adjustments to language regarding the Employment Plan. (Pages 13-16)**
    c) **Applicants for building permits are advised that their site is located within Redevelopment Area 2. (Page 21)**
    d) **City may request that the Agency comment on an application for a building permit. Agency review will be advisory only. (Page 23)**

4. **The schedule to Amend and Restate the Redevelopment Plan for Redevelopment Area 2 is as follows:**

    - **<u>July 20, 2016</u> - RDA holds Public Hearing on Proposed Amendment**
    - **<u>August 3, 2016</u> - City Council holds Public Hearing on the Proposed Amendment**
    - **<u>August 17, 2016</u> - City Council - Introduction of Ordinance adopting Final Redevelopment Plan and referral to committee**
    - **<u>September 6, 2016</u> - Recommending Committee - Meeting for Final Redevelopment Plan**
    - **<u>September 21, 2016</u> - Adoption of Final Redevelopment Plan by Ordinance**

5. **NP Palace LLC's application for a General Plan Amendment, rezoning and special use permits will be considered at the July 12, 2016 City of Las Vegas Planning Commission meeting.**

CITY OF LAS VEGAS

REDEVELOPMENT AGENCY

# AMENDED AND RESTATED
# REDEVELOPMENT PLAN
# FOR REDEVELOPMENT AREA 2

**Adopted and Approved By City Council**

**____________________, 2016**

**REDEVELOPMENT PLAN**
**TABLE OF CONTENTS**

**SECTIONS** **PAGE**

# INTRODUCTION

## I. INTRODUCTION

This is the Amended and Restated Redevelopment Plan for Redevelopment Area 2, which is located in the territorial jurisdiction of the City of Las Vegas (the "City"), State of Nevada. This Amended and Restated Redevelopment Plan (the "Amended Plan") consists of text, a Map of Redevelopment Area 2, as amended (Exhibit "A"), and Legal Descriptions of Redevelopment Area 2, as amended (Exhibit "B").

The Amended Plan amends the Redevelopment Plan pertaining to the original Redevelopment Area 2 created in 2012. The Amended Plan has been prepared pursuant to NRS 279.382 through 279.740, which provide for the exercise of redevelopment authority by a redevelopment agency.

Implementation of the Amended Plan by the City and the Redevelopment Agency of Las Vegas is governed by the provisions contained in the Amended Plan as it may be subsequently amended from time to time.

The definitions of general terms which are contained in NRS govern the construction of the Amended Plan, unless more specific terms and definitions are otherwise provided in the Amended Plan. All statutory references hereinafter shall be to NRS.

Many of the requirements contained in the Amended Plan are necessitated by and in accord with statutory provisions in effect at the time of adoption of the Amended Plan. Such statutory provisions may be changed from time to time. In the event that any such changes affect the requirements of the Amended Plan, and would be applicable to the Agency, Redevelopment Area 2, or the Amended Plan, whether or not the Amended Plan were formally amended to reflect such changes, the requirements of the Amended Plan that are so affected shall be superseded by such changes, to the extent necessary to be in conformity with such changes.

Redevelopment Area 2 includes all properties within the boundary shown in Exhibit "A" and described in Exhibit "B".

The proposed redevelopment of Redevelopment Area 2 as described in the Amended Plan conforms to the Master Plan for the City of Las Vegas as applicable and as applied in accord with local codes and ordinances.

This Amended Plan is generally based upon the Preliminary Plan formulated and adopted by the Las Vegas Planning Commission (the "City Planning Commission") on March 13, 2012.

The Amended Plan provides the Agency with powers, duties and obligations to implement and further the program generally formulated in the Amended Plan for the redevelopment, rehabilitation, and revitalization of Redevelopment Area 2. The Amended Plan does not present a specific plan or establish priorities for specific projects for the redevelopment, rehabilitation, and revitalization of any particular area within Redevelopment Area 2. Instead, the Amended Plan presents a series of ideas and recommendations for revitalization which are designed to reduce and eliminate decline and deterioration, stimulate new investment, stabilize the tax base and maintain the viability of existing businesses. The Amended Plan will also provide a basic framework within which specific development plans will be presented, priorities for specific projects will be established, and tools to fashion, develop, and proceed with such specific plans, projects and solutions will be provided to the Agency.

In general, the goals and objectives of the redevelopment program in Redevelopment Area 2 are as follows:

1. To eliminate and prevent the spread of blight and deterioration and the conservation, rehabilitation and redevelopment of Redevelopment Area 2 in accordance with the Master Plan, the Redevelopment Plan, local codes and ordinances.

2. To achieve an environment reflecting a high level of concern for architectural, landscape, and urban design and land use principles appropriate for attainment of the objectives of the Redevelopment Plan.

3. To minimize unplanned growth by guiding revitalization activities and new development in such fashion as to meet the needs of Redevelopment Area 2, the City and its citizens.

4. To retain existing businesses by means of redevelopment and rehabilitation activities and by encouraging cooperation and participation of owners, businesses and public agencies in the revitalization of Redevelopment Area 2.

5. To encourage investment by the private sector in the development and redevelopment of Redevelopment Area 2 by eliminating impediments to such development and redevelopment.

6. To encourage maximum participation of residents, businesspersons, property owners, and community organizations in the redevelopment of Redevelopment Area 2.

7. To replan, redesign and develop areas which are stagnant or improperly used.

8. To insure adequate utility capacity to accommodate redevelopment and new development.

Redevelopment of Redevelopment Area 2 pursuant to the Amended Plan and the above goals and objectives will attain the purposes of the NRS Chapter 279 by:

(1) elimination of areas suffering from economic dislocation, and disuse in

affected areas;

(2) replanning, redesign and/or redevelopment of areas which are stagnant or improperly utilized, in ways which could not be accomplished solely by private enterprise without public participation and assistance;

(3) protection and promotion of sound development and redevelopment of blighted areas and the general welfare of the citizens of the City by remedying such injurious conditions through the employment of appropriate means;

(4) installation of new, or replacement of existing public improvements, facilities and utilities in areas which are currently inadequately served with regard to such improvement, facilities and utilities; and

(5) other means as determined appropriate.

# GENERAL DEFINITIONS & REDEVELOPMENT AREA 2

# BOUNDARY AND LEGAL DESCRIPTION

## II GENERAL DEFINITIONS AND REDEVELOPMENT AREA 2 BOUNDARY AND LEGAL DESCRIPTION

### A. General Definitions

The following definitions are used in the Amended Plan unless otherwise indicated by the text:

1. “Agency” means the Redevelopment Agency of the City of Las Vegas, Nevada.

2. “City” means the City of Las Vegas, Nevada.

3. “City Council” means the City Council of the City of Las Vegas.

4. “Community Redevelopment Law” means the Community Redevelopment Law of the State of Nevada (NRS 279.382 through 279.740).

5. “Redevelopment Area 2” means the area established by the Amended Plan and as depicted and described in the Exhibits attached hereto.

6. “Legislative Body” means the City Council of the City of Las Vegas.

7. “NRS” means the Nevada Revised Statutes for the State of Nevada.

8. “State” means the State of Nevada.

9. “County” means Clark County, Nevada.

10. “Amended Plan” means this Amended and Restated Redevelopment Plan for Las Vegas Redevelopment Area 2.

### B. Redevelopment Area 2 Boundary And Legal Description

The boundaries of Redevelopment Area 2 are shown on the Redevelopment Area 2 Map attached as Exhibit “A” and are described in the Redevelopment Area 2 Legal Description attached as Exhibit “B.”

# PROPOSED

# REDEVELOPMENT ACTIVITIES

## III. PROPOSED REDEVELOPMENT ACTIVITIES

### A. General

The Agency proposes to eliminate and prevent the spread of blight and blighting influences, and strengthen the economic base of Redevelopment Area 2 and the City, by some or all of the following:

1. Permitting participation in the redevelopment process by owners and occupants of properties located in the Redevelopment Area, consistent with the Amended Plan and rules adopted by the Agency;

2. Acquisition of real property;

3. Management of property under the ownership and control of the Agency;

4. Relocation assistance to displaced occupants of property acquired by the Agency in Redevelopment Area 2;

5. Demolition of property for uses in accordance with the Amended Plan;

6. Redevelopment of land by private enterprise and public agencies for uses in accordance with the Amended Plan;

7. Rehabilitation of structures and improvements by present owners, their successors, and the Agency;

8. Provision of utilities, roads, streets, landscaping, parking facilities and other public improvements;

9. Consideration of the implementation of land use controls or regulations.

10. Development, capitalization and administration of a revolving loan fund (RLF) for lending purposes.

In the accomplishment of these activities, and in the implementation and furtherance of the Amended Plan, the Agency is authorized to use all the powers provided in the Amended Plan and all the powers to the extent now or hereafter permitted by law, which powers are not expressly limited by the Amended Plan.

### B. Owner Participation and Business Reentry Preferences

#### 1. Owner Participation

Owners of real property within Redevelopment Area 2 shall be extended reasonable opportunities to participate in the redevelopment of property in Redevelopment Area 2 if such owners agree to participate in the redevelopment in conformity with this Amended

Plan and the owner participation implementation rules adopted by the Agency. These owner participation opportunities are explained in more detail in the Rules Governing Participation by Property Owners and the Extension of Reasonable Preferences for Property Owners.

In appropriate circumstances where such action would foster the goals and objectives contemplated by the Amended Plan, an owner may participate in substantially the same location either by retaining all or portions of his property; retaining all or portions of his property and purchasing adjacent property if needed and available for development; rehabilitating or demolishing all or part of his existing buildings; initiating new development; or selling property to the Agency.

Participation opportunities shall necessarily by subject to and limited by factors including but not limited to the following:

(1) the elimination and/or modification, if any, of existing land uses;

(2) the construction, vacation, realignment and/or alteration, if any, of existing streets;

(3) the ability of participants to finance and complete proposed developments and rehabilitations;

(4) the capability and/or experience of the owner participant, as determined by the Agency, to implement the proposed development;

(5) the proposed land uses for redevelopment of Redevelopment Area 2;

(6) intensification of certain land uses; and

(7) the construction or expansion of public facilities.

**2. Participation by Tenants**

Non-property owners who are tenants engaged in business or residing in Redevelopment Area 2 shall be extended reasonable preferences if they wish to purchase property at their present location for the purpose of rehabilitating and/or expanding existing improvements or to build new improvements in conformance with the designated land uses and other requirements of the Amended Plan. However, the preference provided to such business or residential tenants will be subordinate to, or follow, the preference provided to the existing property owners.

Businesses and residential tenants may also submit proposals for rehabilitation and/or new development at locations other than their existing location, as long as said property conforms to the Amended Plan. However, no preference shall be provided to business and/or tenants for this type of proposal.

### 3. Participation Agreements

The Agency may require that, as a condition of participating in redevelopment, each participant shall enter into a binding written participation agreement with the Agency by which the participant agrees to rehabilitate, develop or use the property in conformance with the Amended Plan and to be subject to the provisions hereof and such other provisions and conditions to which the parties may agree. In such agreements, participants who retain real property may be required to make the provisions of the Amended Plan and such participation agreement applicable to their properties.

If an owner fails to participate in the redevelopment under a participation agreement, the Agency shall have the right to acquire the subject property for redevelopment by any legal means permitted under the law and the provisions of the Amended Plan. If so provided in the participation agreement, the price of such acquisition will be the property's fair market value at the time of execution of the participation agreement. Whether or not a participant enters into a participation agreement with the Agency, the provisions of the Amended Plan are applicable to all public and private property in Redevelopment Area 2.

### 4. Implementing Rules

The Owner Participation provisions shall be implemented according to the rules adopted by the Agency simultaneous with the adoption of the original version of this Plan, and as the same may be from time to time amended by the Agency. Where there is a conflict between the participation provisions in the Amended Plan and such rules adopted by the Agency, the Amended Plan shall prevail.

## C. PROPERTY ACQUISITION

### 1. Acquisition of Real Property

The Agency may acquire, but is not required to acquire, any real property located in Redevelopment Area 2 by purchase, lease, option, gift, grant, bequest, devise, or eminent domain as authorized by law.

In accordance with NRS 279.471 to 279.4714, inclusive, the Agency may exercise the power of eminent domain to acquire property for a redevelopment project if: (a) the property sought to be acquired is necessary to carry out the Amended Plan; (b) the Agency has made a good faith reasonable effort to reach an agreement regarding the compensation to be paid by the Agency; and (c) the Agency has complied with the applicable NRS requirements for the Agency to exercise the power of eminent domain. The method the Agency would use to acquire property through eminent domain is further explained within its Rules Governing Participation by Property Owners and the Extension of Reasonable Preferences to Property Owners.

The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is also authorized to acquire any other interest in real property less than a fee.

Without the consent of the owner, the Agency shall not acquire property retained by an owner participant pursuant to a participation agreement if the owner fully performs under the agreement. The Agency shall not, without the consent of an owner, acquire real property on which an existing building is to be continued on its present site and in its present form and use unless such building requires structural alteration, improvement, modernization, or rehabilitation, or the site or lot on which the building is situated requires modification in size, shape or use, or it is necessary to impose upon such property any of the standards, restrictions, and controls of the Amended Plan and the owner fails or refuses to participate in the Amended Plan by execution or fulfilling the obligations of a participation agreement.

**2. Acquisition of Personal Property**

Generally, personal property may not be acquired by the Agency. However, where necessary in the execution of the Amended Plan, the Agency is authorized to acquire personal property in Redevelopment Area 2 by any lawful means. The Agency may also acquire by gift, purchase, lease or eminent domain any personal property in connection with real property acquired by the Agency.

**D. Property Management**

The Agency is authorized to manage and control all real property owned, acquired or leased by it. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

**E. Relocation of Persons (including Individuals and Families), Business Concerns and Others Displaced by the Project**

**1. Assistance in Finding Other Locations**

The Agency shall assist all persons, business concerns, and others displaced by Agency action in Redevelopment Area 2 in finding other locations and facilities. In order to carry out the Amended Plan with a minimum of hardship to persons, business concerns, and others, if any, displaced from their respective places of residence or businesses, the Agency shall assist such persons, business concerns and others in finding new locations that are decent, safe, sanitary, within their respective financial means, in reasonably convenient locations, and otherwise suitable to their respective needs.

**2. Relocation Payments**

The Agency shall make relocation payments for moving expenses and direct losses of personal property to persons, business concerns, and others displaced by Agency action in Redevelopment Area 2 and shall make additional relocation payments as may be required by law. Such relocation payments shall be made pursuant to Chapter 342 of

NRS and the regulations previously adopted by the Agency and the City of Las Vegas. The Agency, at its option, may make such other payments as may be appropriate and for which funds are available.

## F. Demolition, Clearance, Public Improvements, Building and Site Preparation

### 1. Demolition and Clearance

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property acquired in Redevelopment Area 2 as necessary to carry out the purpose of the Amended Plan.

### 2. Public Improvements

The Agency is authorized to install and construct, or to cause to be installed and constructed, the public improvements, facilities and utilities necessary to carry out the Amended Plan. Such public improvements, facilities and utilities include, but are not limited to the following:

(1) sewers;

(2) storm drains;

(3) electrical, natural gas, telephone and water distribution systems;

(4) parks and plazas;

(5) playgrounds;

(6) parking and transportation facilities;

(7) landscaped areas;

(8) street and circulation improvements;

(9) flood control improvements and facilities;

(10) entryway features;

(11) recreational improvements; and

(12) other public facilities serving the needs of Redevelopment Area 2 occupants.

### 3. Preparation of Building Sites

The Agency is authorized to prepare, or cause to be prepared, as building sites, any real property in Redevelopment Area 2 owned or acquired by the Agency.

## G. Property Disposition and Development

### 1. Real Property Disposition and Development

#### a. General

For the purposes of the Amended Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding but only after a public hearing, notice of which shall be given by publication for not less than once a week for two weeks in a newspaper of general circulation published in Clark County.

A lease or sale by the Agency of real property acquired by it in Redevelopment Area 2 shall be conditioned on the redevelopment and use of the property in conformity with the Amended Plan.

All real property acquired by the Agency in Redevelopment Area 2 shall be sold or leased to public or private persons or entities for development for the uses permitted in the Amended Plan, and any such sale or lease may be for an amount at less than fair market value if necessary to effectuate the purposes of the Amended Plan. Real property may also be conveyed by the Agency to the City, and, where beneficial to the Redevelopment Area 2, to any other public body without charge or for an amount at less than fair market value.

All purchasers or lessees of property from the Agency shall be made obligated to use the property for the purposes designated in the Amended Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of the Amended Plan, including the provisions of the Agency's existing Employment Plan.

#### b. Employment Plan

Pursuant to NRS 279.482, the Agency shall, as it determines to be appropriate, require that a proposal for a redevelopment project include an employment plan in accordance with the Agency's Employment Plan Policy initially adopted on April 6, 2011 which includes:

(a) A description of the existing opportunities for employment within Redevelopment Area 2;

(b) A projection of the effect that the redevelopment project will have on opportunities for employment within Redevelopment Area 2; and

(c) A description of the manner in which an employer relocating his business into the Redevelopment Area 2 plans to employ persons living within the area of operation who are:

(1) Economically disadvantaged;

(2) Physically disabled;

(3) Members of racial minorities;

(4) Veterans; or

(5) Women.

During the period of development in Redevelopment Area 2, the Agency shall ensure that the provisions of the Amended Plan and of other documents formulated pursuant to the Amended Plan are being observed, and that development in Redevelopment Area 2 is proceeding in accordance with development documents, reporting requirements and time schedules as stated in NRS 279.6092 through 279.6099.

**c. Disposition and Development Documents**

The Agency shall reserve powers and controls in disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is expeditiously carried out pursuant to the Amended Plan.

To provide adequate safeguards to ensure that the provisions of the Amended Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of the Amended Plan and any adopted Design Guidelines and other conditions imposed by the Agency by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the zoning ordinance, conditional use permits, or other means. Where appropriate as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the Recorder of Clark County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, or any other provision necessary to carry out the Amended Plan.

**d. Development Financing by the Agency or Other Public Bodies or Entities**

1. The Agency may, with the consent of the Legislative Body, pay all or part of the value of the land for, and the cost of the construction of, any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately

owned and located within or without Redevelopment Area 2.

2. Within 14 days before a meeting at which the Legislative Body is scheduled to consider an action proposed by the Agency pursuant to subsection 1, the Agency shall make available to the public a detailed report which includes, without limitation:

(a) 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.

(b) A summary of the redevelopment project which includes, without limitation:

(1) A full and complete description of:

(I) 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 Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.

(II) The estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the Amended Plan.

(III) 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 Amended Plan, the Agency shall provide an explanation of the reason for the difference.

(2) An explanation of how the project will assist in the elimination of blight, including, without limitation, reference to all supporting facts and materials relied on in reaching the conclusions presented in the explanation.

3. Before the Legislative Body may give its consent to an action proposed by the Agency pursuant to subsection 1, it must determine that:

(a) The buildings, facilities, structures or other improvements are of benefit to Redevelopment Area 2 or the immediate neighborhood in which Redevelopment Area 2 is located; and

(b) No other reasonable means of financing those buildings, facilities, structures or other improvements are available.

Those determinations by the Agency and the Legislative Body are final and conclusive.

4. In reaching its determination that the buildings, facilities, structures or other improvements are of benefit to Redevelopment Area 2 or the immediate neighborhood in which the redevelopment area is located, the legislative body shall consider:

(a) Whether the buildings, facilities, structures or other improvements are likely to:

(1) Encourage the creation of new business or other appropriate development;

(2) Create jobs or other business opportunities for nearby residents;

(3) Increase local revenues from desirable sources;

(4) Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located;

(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; and

(7) 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.

(b) The opinions of persons who reside in Redevelopment Area 2 or the immediate neighborhood in which Redevelopment Area 2 is located.

(c) Comparisons between the level of spending proposed by the agency and projections, made on a pro forma basis by the agency, of future revenues attributable to the buildings, facilities, structures or other improvements.

5. If the value of the land or the cost of the construction of that building, facility, structure or other improvement, or the installation of any improvement has been, or will be, paid or provided for initially by the community or other governmental entity, the Agency may enter into a contract with that community or governmental entity under which it agrees to reimburse the community or governmental entity for all or part of the value of that land or the cost of the building, facility, structure or other improvement, or both, by periodic payments over a period of years. The obligation of the Agency under that contract constitutes an indebtedness of the Agency which may be payable out of taxes levied and allocated to the Agency under paragraph (b) of subsection 1 of NRS 279.676, or out of any other available money.

### e. Development Plans

All development plans (whether public or private) shall be processed in the manner provided by applicable City codes, as they are, or as they may be, amended from time to time. All development in Redevelopment Area 2 must conform, as appropriate, to City and Agency design review procedures (if any), including Design Guidelines adopted by the Agency (if any).

### 2. Personal Property Disposition

For the purposes of the Amended Plan, the Agency is authorized to lease, sell, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by the Agency.

## H. Cooperation with Public Bodies

For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of redevelopment projects located within the area in which it is authorized to act, any public body, upon the terms and with or without consideration as it determines, may:

1. Dedicate, sell, convey or lease any of its property to the Agency.

2. Cause parks, playgrounds, recreational, community, educational, water, sewer or drainage facilities, or any other works which it is otherwise empowered to undertake, to be furnished adjacent to or in connection with a redevelopment plan.

3. Furnish, dedicate, close, pave, install, grade, regrade, plan or replan streets, roads, roadways, alleys, sidewalks or other places which it is otherwise empowered to undertake.

4. Plan or replan, zone or rezone any part of such area and make any legal exceptions from building regulations and ordinance.

5. Enter into agreements with the federal government respecting action to be taken by such public body pursuant to any of the powers granted by NRS 279.382 to 279.740, inclusive. Such agreements may extend over any period, notwithstanding any law to the contrary.

6. Purchase or legally invest in any of the bonds of the Agency and exercise all of the rights of any handler of such bonds.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in Redevelopment Area 2. Any public body which owns or leases property in

Redevelopment Area 2 will be afforded all the privileges of owner participation if such public body is willing to enter into a participation agreement with the Agency. All plans for development of property in Redevelopment Area 2 by a public body shall be subject to Agency approval.

# LAND USES AND DEVELOPMENT REQUIREMENTS

## IV. LAND USES AND DEVELOPMENT REQUIREMENTS

### A. Redevelopment Area 2 Map and Major Redevelopment Area 2 Land Uses

The Redevelopment Area 2 Map attached hereto as Exhibit "A" illustrates the location of Redevelopment Area 2 boundaries, identifies the major streets within Redevelopment Area 2, and designates the major land uses authorized within Redevelopment Area 2 by the City's current Master Plan. The City will from time to time update and revise its Master Plan. It is the intention of this Redevelopment Plan that the City's Master Plan, as it currently exists, or as it may from time to time be amended, and as implemented and applied by City ordinances, resolutions and other laws be used as a guide to long range planning. The major land uses authorized within Redevelopment Area 2 by the Master Plan are described below:

### B. Major Land Uses

Major land uses permitted within Redevelopment Area 2 include:

Residential, Industrial, Commercial, Mixed-Use, Public/Semipublic, Park/Open Space

The preceding uses may be used for any of the various kinds of uses specified for or permitted within such areas by the Master Plan, as it currently exists or as it may be amended from time to time.

### C. Other Land Uses

### 1. Public Rights-of-Way

Major public streets within Redevelopment Area 2 are detailed on the Redevelopment Area 2 Map as Exhibit "A" and are listed as follows:

(1) West Sahara Avenue

(2) West Charleston Boulevard

(3) South Decatur Boulevard

Additional public streets, alleys and easements may be created in Redevelopment Area 2 as needed for proper use and/or development. Existing streets and alleys may be abandoned, closed or modified as necessary for proper use and/or development.

Any changes in the existing street layout shall be in accord with the City's Master Plan.

### 2. Conforming Properties

Without the consent of the owner, the Agency shall not acquire any real property on which an existing building is to be continued on its present site and in its present form and use unless an existing building requires structural alteration, improvement, modernization or rehabilitation, or the site or lot on which the building is situated requires modification in size, shape or use, or it is necessary to impose upon such property any of the standards, restrictions and controls of the Amended Plan. The Agency may acquire such property if the owner refuses to enter into a participation agreement or Disposition and Development Agreement or fails to redevelop the property or otherwise carry out the provisions of such agreement.

## D. Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in Redevelopment Area 2 for interim uses not in conformity with the uses permitted in the Amended Plan. Such interim use shall conform to all applicable City codes.

## E. Nonconforming Uses

The Agency is authorized to permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of the Amended Plan, provided that such use is generally compatible with existing and proposed developments and uses in Redevelopment Area 2, and abatement of such uses is not required by applicable City codes.

The Agency may authorize additions, alterations, repairs or other improvements in Redevelopment Area 2 for uses which do not conform to the provisions of the Amended Plan where such improvements are within a portion of Redevelopment Area 2 where, in the determination of the Agency, such improvements would be compatible with surrounding Redevelopment Area 2 uses and development and are permitted under applicable City codes.

## F. General Controls and Limitation

All real property in Redevelopment Area 2 is hereby made subject to the controls and requirements of the Amended Plan. No real property shall be developed, rehabilitated, or otherwise changed after the latest effective date of the ordinances adopting the Amended Plan, except in conformance with the provisions of the Amended Plan.

### 1. Construction

All applicants for building permits in Redevelopment Area 2 must be advised by the building department that the site for which a building permit is sought for the construction of buildings or for other improvements is within Redevelopment Area 2.

### 2. Limitation on the Number of Buildings

The number of buildings in Redevelopment Area 2 shall not exceed the number of buildings permitted under the Master Plan.

## 3. Number of Dwelling Units

The number of dwelling units in Redevelopment Area 2 shall not exceed the maximum number allowed under the densities permitted under the City's Master Plan, as implemented and applied by local codes and ordinances.

## 4. Limitations on Type, Size and Height of Buildings

The type, size, and height of buildings shall be as limited by the City's Master Plan and applicable federal, state and local statutes and ordinances.

## 5. Open Spaces, Landscaping, Light, Air and Privacy

The approximate amount of open space to be provided in Redevelopment Area 2 is the total of all area which will be in the public rights-of-way, the public grounds, spaces around buildings, and all other outdoor areas not permitted to be covered by buildings. Landscaping shall be developed in Redevelopment Area 2 to ensure optimum use of living plant material.

In all areas, sufficient space shall be maintained between buildings to provide adequate light, air and privacy.

## 6. Signs

All signs shall conform to City requirements as appropriate. Design of all new signs shall be submitted to the City for review and approval prior to installation.

## 7. Utilities

The Agency shall require that all utility placements be governed according to the prevailing Las Vegas Municipal Code.

## 8. Incompatible Uses

No use or structure which, in the Agency's opinion would, by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors, be incompatible with the surrounding areas or structures shall be permitted in any part of Redevelopment Area 2.

## 9. Public Uses

The intent of this Redevelopment Plan is to maintain the amount of property currently being used for public purposes. However, in any area the Agency is authorized to permit the maintenance, establishment or enlargement of public, semi- public, institutional or non-profit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious and charitable institutions, utilities, railroad rights-of-way, and facilities of other similar associations or organizations. All such uses shall conform so far as possible to the provisions of the Amended Plan applicable to the uses in the specific area involved and is permitted under the Master Plan. The Agency may impose such other reasonable restrictions as are necessary to protect the development and uses in Redevelopment Area 2.

**10. Other Covenants, Conditions and Restrictions**

The Agency is authorized to permit minor variations from the limits, restrictions and controls established by the Amended Plan. In order to permit any such variation, the Agency must determine that:

a. The application of certain provisions of the Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Plan;

b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and control;

c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area;

d. Permitting a variation will not be contrary to the objectives of the Plan; and

e. The Agency will ensure that any deviation will not impair the purpose of the Amended Plan, the Zoning district or any applicable zoning regulations.

## G. Design Guidelines

Within the limits, restrictions, and controls established in the Amended Plan, the Agency is authorized to establish heights of buildings, land coverage, set back requirements, design and sign criteria, traffic circulation, traffic access, parking, and other development and design controls necessary for proper development and use of both private and public areas within Redevelopment Area 2. These may be established by the approval of specific developments, by the adoption of general restrictions and controls, by resolution of the Agency, or by the adoption of one or more Design Guidelines pursuant to this Section.

## H. Building Permits

The City may request that the Agency comment on an application for a building permit in order to determine whether the application conforms to the requirements of the Amended Plan. Agency review will be advisory only and will not control the City's approval or disapproval of an applicant.

## I. Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based on race, color, sex, age, creed, religion, national origin or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in Redevelopment Area 2.

# METHOD OF

# FINANCING THE AREA

## V. METHOD OF FINANCING THE AREA

### A. General Description of the Proposed Financing Method

The Agency is authorized to finance activities in Redevelopment Area 2 with tax increment funds; interest income; Agency bonds, donations; loans from private financial institutions; the lease or sale of Agency owned property; owner participant or developer loans; participation in development; or with financial assistance from Clark County, the City, State of Nevada, the federal government, or any other available source, public or private.

The Agency is also authorized to obtain advances, borrow funds, issue bonds, and create indebtedness in carrying out the Amended Plan. The principal and interest on such indebtedness may be paid from tax increments or any other funds available to the Agency.

Advances and loans for surveys and planning, and for the operating capital for administration of Redevelopment Area 2, may be provided by the City or any other available source, public or private, until adequate tax increment or other funds are available or sufficiently assured to repay the advances and loans and to permit borrowing adequate working capital from other sources. The City, as it is able, may also supply additional assistance through issuance of bonds, loans and grants and in-kind assistance.

Tax increment financing, as authorized by the Amended Plan, is intended as the primary source of financing (in combination with other sources of financing that may be available) for specific activities in Redevelopment Area 2.

The Agency is authorized to finance the Amended Plan by all means permitted by law. The analysis and description of the proposed method of financing the Redevelopment Plan is contained in the Agency's Report to the City Council. The analysis provides sufficient detail to determine the economic feasibility of the Amended Plan.

### B. Tax Increment Funds

All taxes levied upon taxable property within Redevelopment Area 2 each year, by or for the benefit of the State of Nevada, Clark County, the City of Las Vegas, any district or any other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving the original version of this Plan, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in Redevelopment Area 2 as shown upon the assessment roll used in connection with the taxation of the property by the taxing agency, last equalized before the effective date of the ordinance, must be allocated to

and when collected must be paid into the funds of the respective taxing agencies as taxes by or for such taxing agencies on all other property are paid. To allocate taxes levied by or for any taxing agency or agencies which did not include the territory in Redevelopment Area 2 on the effective date of the ordinance but to which the territory has been annexed or otherwise included after the effective date, the assessment roll of the County last equalized on the effective date of the ordinance must be used in determining the assessed valuation of the taxable property in Redevelopment Area 2 on the effective date. If property which was shown on the assessment roll used to determine the amount of taxes allocated to the taxing agencies is transferred to the state and becomes exempt from taxation, the assessed valuation of the exempt property as shown on that assessment roll must be subtracted from the assessed valuation used to determine the amount of revenue allocated to the taxing agencies.

2. Except as otherwise provided in paragraphs 3 and 4, that portion of the levied taxes each year in excess of the amount set forth in paragraph 2 must be allocated to and when collected must be paid into a special fund of the Redevelopment Agency to pay the costs of redevelopment and to pay the principal of and interest on loans, money advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, incurred by the Redevelopment Agency to finance or refinance, in whole or in part, redevelopment. Unless the total assessed valuation of the taxable property in Redevelopment Area 2 exceeds the total assessed valuation of the taxable property in Redevelopment Area 2 shown on the last equalized assessment roll referred to in paragraph 1, all of the taxes levied and collected upon the taxable property in Redevelopment Area 2 must be paid into the funds of the respective taxing agencies. When the Redevelopment Plan is terminated and all loans, advances and indebtedness, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in Redevelopment Area 2 must be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

3. That portion of the taxes in excess of the amount set forth in paragraph (1) that is attributable to a tax rate levied by a taxing agency to produce revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness that was approved by the voters of the taxing agency on or after November 5, 1996, must be allocated to, and when collected must be paid into the appropriate fund of the taxing agency.

4. That portion of the taxes in excess of the amount set forth in paragraph (1) that is attributable to a new or increased tax rate levied by a taxing agency and was approved by the voters of the taxing agency on or after November 5, 1996 must be allocated to, and when collected must be paid into the appropriate fund of the taxing agency.

Except as otherwise provided, in any fiscal year, the total revenue paid to the Redevelopment Agency must not exceed an amount equal to the combined tax rates of the taxing agencies for that fiscal year multiplied by 10 percent (10%) of the total assessed valuation of the City.

For the purposes of this section, the assessment roll last equalized before the effective date of the ordinance approving the Redevelopment Plan is the assessment roll in existence on March 15th immediately preceding the effective date of the ordinance.

This section shall be construed to fully implement the provisions of the Community Redevelopment Law Section 279.676.

## C. Agency Bonds

The Agency is authorized to issue bonds from time to time, if it deems it appropriate to do so, in order to finance all or any part of activities in Redevelopment Area 2.

Neither the members of the Agency, Agency staff, nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of the Agency are not a debt of the City, the state or any of its political subdivisions and neither the City, the state nor any of its political subdivisions is liable on them, nor in any event shall the bonds or obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

## D. Time Limit on Issuing Securities or Establishment of Indebtedness

Securities must not be issued and no indebtedness may be incurred in any other manner, by or on behalf of the Agency to finance, in whole or in part, the Redevelopment Plan beyond 30 years after the date on which the Redevelopment Plan is adopted, except that the Agency may incur enter into leases or indebtedness at any time before the termination of the Redevelopment Plan if the leases are terminated or if the indebtedness is fully repaid no later than the termination of the Redevelopment Plan. The maturity date of any securities which are refunded must not extend beyond the date of termination of the Redevelopment Plan.

Any securities issued by or on behalf of the Agency to finance, in whole or in part, redevelopment pursuant to NRS 279.620 to 279.626, inclusive, and 279.634 to 279.672, inclusive, must mature and be fully paid, including any interest thereon, before the termination of the Redevelopment Plan.

## E. Other Loans and Grants

Any other loans, grants, guarantees, or financial assistance from the United States, the State of Nevada, or any other public or private source will be utilized if available as appropriate in carrying out activities in Redevelopment Area 2. In addition, the Agency may make loans to small businesses from a revolving loan account as permitted by and in compliance with NRS 279.700 through 279.740.

## VI ACTIONS BY THE CITY

The City may aid and cooperate with the Agency in carrying out the Amended Plan and may take all actions necessary to ensure the continued fulfillment of the purposes of the Amended Plan and to prevent the recurrence or spread in the area of conditions causing blight. Actions by the City may include, but are not limited to, the following:

1. Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, in Redevelopment Area 2. Such action by the City shall include the requirement of abandonment, removal, and relocation by the public utility companies of their operations in public rights-of-way as appropriate to carry out the Amended Plan, provided that nothing in the Amended Plan shall be construed to require the cost of such abandonment, removal, and relocation be borne by others than those legally required to bear such costs;

2. Institution and completion of proceedings necessary for changes and improvements in private and publicly-owned utilities within or affecting Redevelopment Area 2;

3. Revision or adoption of the City zoning ordinance(s), specific plan(s), or the Master Plan as appropriate within Redevelopment Area 2 to permit the land uses and development authorized by or necessary or desired to carry out the Amended Plan;

4. Imposition wherever necessary (by covenants or restrictions, conditional use permits or other means) of appropriate controls within the limits of the Amended Plan upon parcels in Redevelopment Area 2 to ensure their proper development and use;

5. Execution of statutory development agreements where necessary and appropriate to facilitate developments approved by the Agency;

6. Provisions for administrative enforcement of the Amended Plan by the City, as appropriate, after development;

7. Performance of the above actions, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of Redevelopment Area 2 to be commenced and carried to completion without unnecessary delays;

8. Provisions of services and facilities by the various officials, offices and departments of the City for the Agency's purposes under the Amended Plan;

9. Provision of financial assistance in accordance with the Amended Plan or as authorized by law; and/or

10. The undertaking and completing of any other proceedings necessary to carry out activities in Redevelopment Area 2.

The foregoing actions to be taken by the City may involve financial outlays by the City, but do not constitute a commitment to make such outlays.

## VII. ENFORCEMENT

The administration and enforcement of the Amended Plan, including the preparation and execution of any documents implementing the Amended Plan, shall be performed by the Agency and/or the City.

Without limitation on the powers conferred on the City or Agency by statute or law, the provisions of the Amended Plan or other documents entered into pursuant to the Amended Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of the Amended Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in Redevelopment Area 2 may be enforced by such owners.

## VIII. DURATION OF THIS REDEVELOPMENT PLAN

The provision of the Amended Plan and any amendments hereto shall be effective, and the provisions of other documents formulated pursuant to the Amended Plan may be made effective, for thirty (30) years after the date on which the original Plan was initially adopted, or date to be inserted in the Final Plan. The Amended Plan and any amendments hereto will terminate thirty (30) years after the date on which the original Plan was adopted.

## IX. PROCEDURE FOR AMENDMENT

The Amended Plan may be amended by means of the procedure established in the Community Redevelopment Law, or by any other procedure established by law.

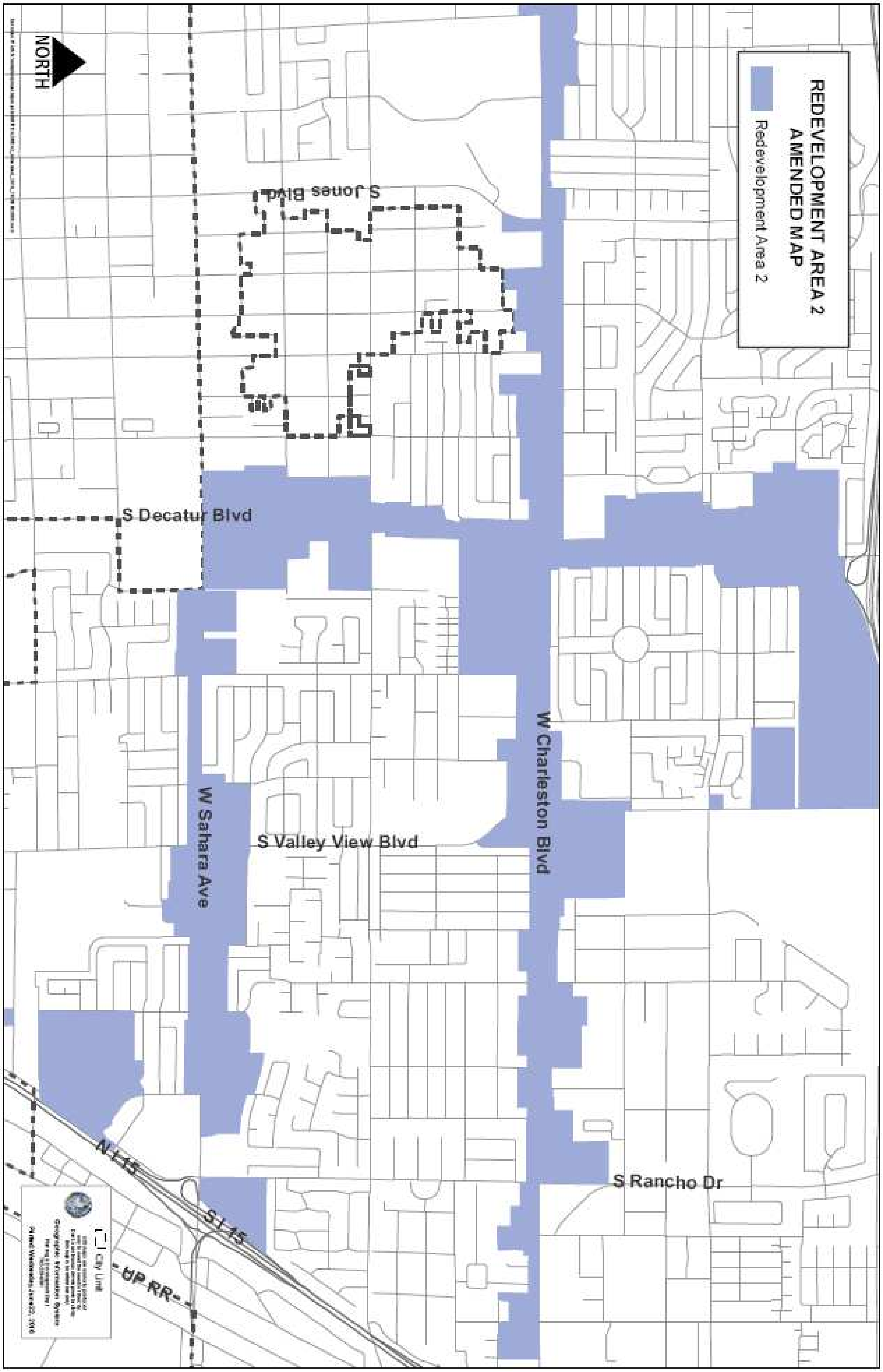
## X. IMPLEMENTATION AGREEMENTS

The Agency and City may enter into any agreement(s) between them which they deem necessary to implement the provisions of the Amended Plan. Such agreements shall relate only to the implementation of the Amended Plan and shall not revise, change or modify any of the provisions, requirements or limitations of the Amended Plan.

## XI. SEVERABILITY

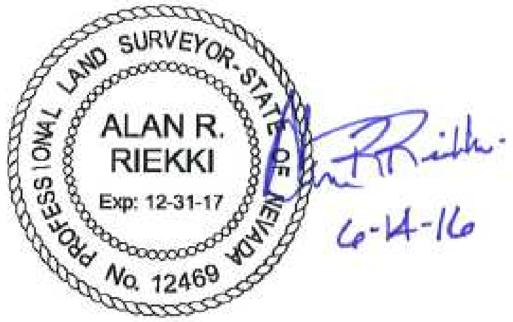
If any provision, section, subsection, subdivision, sentence, clause or phrase of the Amended Plan is for any reason held to be invalid, unenforceable, or unconstitutional, such decision shall not affect the validity and effectiveness of the remaining portion or portions of the Plan. In the event that any portion of Redevelopment Area 2 shall be determined to have been invalidly or incorrectly included in Redevelopment Area 2 that is the subject of the Amended Plan, such portion of Redevelopment Area 2 shall be deemed severable from the remainder of Redevelopment Area 2 and the remainder of Redevelopment Area 2 shall remain fully subject to the provisions of the Amended Plan.

# EXHIBIT A



REDEVELOPMENT AREA 2
AMENDED MAP
Redevelopment Area 2
NORTH
S Jones Blvd
S Decatur Blvd
W Sahara Ave
S Valley View Blvd
W Charleston Blvd
S Rancho Dr
N I 15
S I 15
UP RR
City Limit

# EXHIBIT B




M11001-08
JUNE 13, 2016
BY: MFK
P.R. BY: ARR


**EXPLANATION:**
THIS DESCRIPTION DESCRIBES VAROIUS PARCELS LOCATED WITHIN THE CITY OF LAS VEGAS FOR THE PURPOSE OF DEFINING REDEVELOPMENT AREA 2.

**REDEVELOPMENT AREA 2**

BEING THOSE PARCELS OF LAND GENERALLY LOCATED ALONG CHARLESTON BOULEVARD BETWEEN RAINBOW BOULEVARD AND MARTIN L KING BOULEVARD, SAHARA AVENUE BETWEEN DECATUR BOULEVARD AND INTERSTATE 15, AND DECATUR BOULEVARD BETWEEN SAHARA AVENUE AND US HIGHWAY 95; FURTHER DESCRIBED BY THE FOLLOWING ASSESSOR'S PARCEL NUMBERS AS THEY APPEARED ON THE CLARK COUNTY ASSESSOR'S ROLL ON MAY 23, 2016:

138-34-819-014, 138-34-820-001, 138-34-820-006, 138-34-820-008, 138-34-820-009,
138-34-820-013, 138-34-820-014, 138-35-401-003, 138-35-402-002, 138-35-402-006,
138-35-402-007, 138-35-402-008, 138-35-402-011, 138-35-402-012, 138-35-403-001,
138-35-403-004, 138-35-803-002, 138-35-803-003, 138-35-803-004, 138-35-803-005,
138-35-804-001, 138-35-805-001, 138-35-806-001, 138-35-806-002, 138-35-806-003,
138-35-806-004, 138-35-806-005, 138-35-811-020, 138-35-811-021, 138-35-811-060,
138-35-811-061, 138-35-816-001, 138-35-816-002, 138-35-816-003, 138-36-406-004,
138-36-406-005, 138-36-406-006, 138-36-406-007, 138-36-406-008, 138-36-406-009,
138-36-406-010, 138-36-406-011, 138-36-408-001, 138-36-408-002, 138-36-408-003,
138-36-408-004, 138-36-408-005, 138-36-408-006, 138-36-408-008, 138-36-408-009,
138-36-408-010, 138-36-502-001, 138-36-516-002, 138-36-516-003, 138-36-516-005,
138-36-516-006, 138-36-601-003, 138-36-601-004, 138-36-601-009, 138-36-701-003,
138-36-701-004, 138-36-701-005, 138-36-701-011, 138-36-701-015, 138-36-701-018,
138-36-701-021, 138-36-701-022, 138-36-702-001, 138-36-712-023, 138-36-802-002,
138-36-802-003, 138-36-802-004, 138-36-802-005, 138-36-802-006, 138-36-802-009,
138-36-803-001, 138-36-803-002, 138-36-803-004, 138-36-803-005, 138-36-803-007,
138-36-803-008, 138-36-803-009, 138-36-803-010, 138-36-803-011, 138-36-803-012,
138-36-803-013, 138-36-803-014, 138-36-803-015, 138-36-803-016, 138-36-804-001,
138-36-804-002, 138-36-804-003, 138-36-804-004, 138-36-804-005, 138-36-804-006,
138-36-804-007, 138-36-804-008, 138-36-804-009, 138-36-804-010, 138-36-804-011,

139-30-812-002, 139-30-812-003, 139-30-812-005, 139-30-812-006, 139-31-110-001, 139-31-110-002, 139-31-110-003, 139-31-110-004, 139-31-110-005, 139-31-110-007, 139-31-110-008, 139-31-110-009, 139-31-110-010, 139-31-110-011, 139-31-110-012, 139-31-111-001, 139-31-111-003, 139-31-111-006, 139-31-201-001, 139-31-201-002, 139-31-201-003, 139-31-201-004, 139-31-201-005, 139-31-201-006, 139-31-221-001, 139-31-221-003, 139-31-221-004, 139-31-221-005, 139-31-221-006, 139-31-310-001, 139-31-310-050, 139-31-310-051, 139-31-310-075, 139-31-310-133, 139-31-310-134, 139-31-310-135, 139-31-310-136, 139-31-310-137, 139-31-310-138, 139-31-312-001, 139-31-312-028, 139-31-312-029, 139-31-410-001, 139-31-410-036, 139-31-410-037, 139-31-410-061, 139-31-410-119, 139-31-410-120, 139-31-410-121, 139-31-410-122, 139-31-410-123, 139-31-410-124, 139-31-410-125, 139-31-410-126, 139-31-410-127, 139-31-410-128, 139-31-410-129, 139-31-410-130, 139-31-410-131, 139-31-410-132, 139-31-410-133, 139-31-410-134, 139-31-410-135, 139-31-410-136, 139-31-410-137, 139-31-410-138, 139-31-411-012, 139-31-411-013, 139-31-411-014, 139-31-411-015, 139-31-411-016, 139-31-411-017, 139-31-411-018, 139-31-411-019, 139-31-411-020, 139-31-411-021, 139-31-411-022, 139-31-411-023, 139-31-411-024, 139-31-411-025, 139-31-411-162, 139-31-510-006, 139-31-510-015, 139-31-510-017, 139-31-510-018, 139-31-510-019, 139-31-510-020, 139-31-510-021, 139-31-601-001, 139-31-601-002, 139-31-601-003, 139-31-601-004, 139-31-602-001, 139-31-602-002, 139-31-611-002, 139-31-611-003, 139-31-611-004, 139-31-611-005, 139-31-611-006, 139-31-801-001, 139-31-801-002, 139-31-801-005, 139-31-801-006, 139-31-801-008, 139-31-801-009, 139-31-801-010, 139-31-801-018, 139-32-402-006, 139-32-402-007, 139-32-403-009, 139-32-403-010, 139-32-403-011, 139-32-403-012, 139-32-403-013, 139-32-403-014, 139-32-405-015, 139-32-405-016, 139-32-405-017, 139-32-405-018, 139-32-405-019, 139-32-405-020, 139-32-405-021, 139-32-405-022, 139-32-405-023, 139-32-405-026, 139-32-411-001, 139-32-411-002, 139-32-411-003, 139-32-411-004, 139-32-411-005, 139-32-411-006, 139-32-411-007, 139-32-411-008, 139-32-411-009, 139-32-411-010, 139-32-411-011, 139-32-411-012, 139-32-411-013, 139-32-411-014, 139-32-411-015, 139-32-411-016, 139-32-411-017, 139-32-411-018, 139-32-411-019, 139-32-411-020, 139-32-411-021, 139-32-411-022, 139-32-411-023, 139-32-411-024, 139-32-411-025, 139-32-411-026, 139-32-411-027, 139-32-411-028, 139-32-411-029, 139-32-411-030, 139-32-411-031, 139-32-411-032, 139-32-411-033, 139-32-411-034, 139-32-411-035, 139-32-411-036, 139-32-411-037, 139-32-411-038, 139-32-411-039, 139-32-411-040, 139-32-411-041, 139-32-411-042, 139-32-412-001, 139-32-412-002, 139-32-412-003, 139-32-412-004, 139-32-412-005, 139-32-412-006, 139-32-412-007, 139-32-412-008, 139-32-412-009, 139-32-412-010, 139-32-412-011, 139-32-412-012, 139-32-412-013, 139-32-412-014, 139-32-412-015, 139-32-412-016, 139-32-412-017, 139-32-412-018, 139-32-412-019, 139-32-412-020, 139-32-412-021, 139-32-412-022, 139-32-412-023, 139-32-412-024, 139-32-412-025, 139-32-412-026, 139-32-412-027, 139-32-412-028, 139-32-412-029, 139-32-412-030, 139-32-412-031, 139-32-412-032, 139-32-412-033,

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ALL LYING WITHIN SECTIONS 34, 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, SECTIONS 30, 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 61 EAST, SECTIONS 1 AND 2, TOWNSHIP 21 SOUTH, RANGE 60 EAST, SECTIONS 4, 5, 6, 7 AND 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

A MAP TITLED "**REDEVELOPMENT AREA 2 AMENDED PARCEL 162-08-602-005**", DATED MAY 23, 2016, DEPICTING THE ABOVE DESCRIBED PROPERTIES IS ON FILE IN THE OFFICE OF ECONOMIC AND URBAN DEVELOPMENT, CITY OF LAS VEGAS, NEVADA.

THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO REPRESENT A COMPLETE LEGAL DESCRIPTION OF THE PROPERTIES LISTED HEREIN SUITABLE FOR THE PURPOSE OF CONVEYING REAL PROPERTY PER NEVADA REVISED STATUTES.

**END OF DESCRIPTION.**

May 24, 2016

Mr. Thomas Perrigo, Director
City of Las Vegas, Department of Planning and Development
333 North Rancho Drive
Las Vegas, Nevada 89106

**RE: PALACE STATION**

Dear Mr. Perrigo,

Please find attached site plans, landscape plans, floor plans and elevations for the expansion of the Hotel and Gaming uses for the Palace Station Hotel and Casino located at 2411 W. Sahara Avenue. The applicant proposes, as part of a multi-year master plan, to add a new bingo room, buffet, multiple restaurants, hotel tower, pool area, convention center, and a boutique cinema & bowling facility. It is anticipated that the property renovation will be completed in phases. Phase 1A will include a new bingo room. Phase 1B will be the addition of a new buffet, 2 restaurants, added gaming area, a new casino façade, and parking/site enhancements. Subsequent phases will include the build-out the balance of the proposed program, including the hotel tower and convention center.

This request will include the following land use entitlements:

**GPA**

The project site currently has land uses of H (High Density Residential), M (Medium Density Residential), SC (Service Commercial) and MXU (Mixed Use). The majority of the site is SC (Service Commercial), which is the most appropriate land use at this location. Applicant is requesting a General Plan Amendment from H (High Density Residential), M (Medium Density Residential), and MXU (Mixed Use) to SC (Service Commercial). This request will bring the site into one land use category, which is the most appropriate for the current use, surrounding uses and future use.

**Rezoning**

The site is mostly composed of C-1 (Limited Commercial) zoning with a land use of SC (Service Commercial). As part of the request for the General Plan Amendment, one parcel is zoned R-4 and the request would be to rezone this parcel to C-1 to bring it into conformity with the proposed General Plan.

PRJ-64706
05/31/16

**Special Use Permits**

*Hotel use in the C-1*

Per Section 19.12 a Hotel use in the C-1 zoning district requires a Special Use Permit. The site currently has a Special Use Permit for such use and this use permit is needed to add the additional 159 rooms. The site is physically suited for the additional rooms and this expansion will be compatible with the current use of hotel/casino and with the surround land uses. The site is located at along a freeway on ramp and Sahara Avenue (a 120 foot right of way), which are sufficient to service the expanded use.

*Non-Restricted Gaming*

Per Section 19.12 any expansion of non-restricted gaming requires a Special Use Permit. The site currently has 84,505 sf of gaming area. The applicant proposes, over time, to add 42,252 sf of gaming area for a total of 126,757. The site is physically suited for the additional rooms and this expansion will be compatible with the current use of hotel/casino and with the surround land uses. The site is located along a freeway on-ramp and Sahara Avenue (a 120 foot right of way), which are sufficient to service the expanded use.

*Airport Overlay*

Per Section 19.10 a Special Use Permit is needed to exceed the height of the Airport Overlay District. The site is located in the North Las Vegas Airport Overlay District and the new tower is being request to be a height of 335-feet with 27-stories. The applicant has submitted a request to the FAA for determination of impacts and awaits that report. The current tower has been constructed to approximately 250 feet in height, with a flagpole at approximately 300 feet. The request to establish a new tower 85 taller than the current tower and 35ft taller than the flagpole will not have a negative impact to the surround land uses and will be further subject to regulation by the FAA and the Clark County Department of Aviation.

**Site Plan Review**

*Casino Expansion*

Currently the non-restricted gaming area is 84,505 sf. The applicant is proposing, over time, to add 42,252 sf of non-restricted gaming. This will be done in multiple phases that ultimately will total 126,757 sf of total gaming area.

*Hotel Expansion*

A new 335-foot 27-story tower with 606 new hotel rooms, with meeting space, will replace the existing 447 courtyard rooms as part of a future phase.

*Central Plant*

A new Central Plant of which 13,420 sf is enclosed and 5,790 sf is open above will be added to accommodate the remodel and expansion of the project.

PRJ-64706
05/31/16

*Landscaping*

Landscape buffers along the north, east and west are to remain as previously approved by the City of Las Vegas. The existing planters will have new plantings per the submitted plan, however the mature palms along the main entrance from Sahara shall remain. New Landscape buffers will be added to the south as part of Phase Two. These will range in width from 17' feet to 18' which exceeds the requirements of Title 19. An Exception for the number of parking lot fingers is needed for the south parking lot. Although this parking area was previously approved without any parking lot fingers, an exception for Parking Lot landscaping fingers is justified as 67 interior parking lot trees are being provided where 49 trees are required there by mitigating the required parking lot fingers. This alternative design still meets Title 19.08.110.C.12.b.i.

*Parking*

The site will provide a total of 2,674 parking spaces where 2,591 spaces are required for the 1,135 rooms (new and existing) and the 126,757 sf of gaming area.

*Elevations*

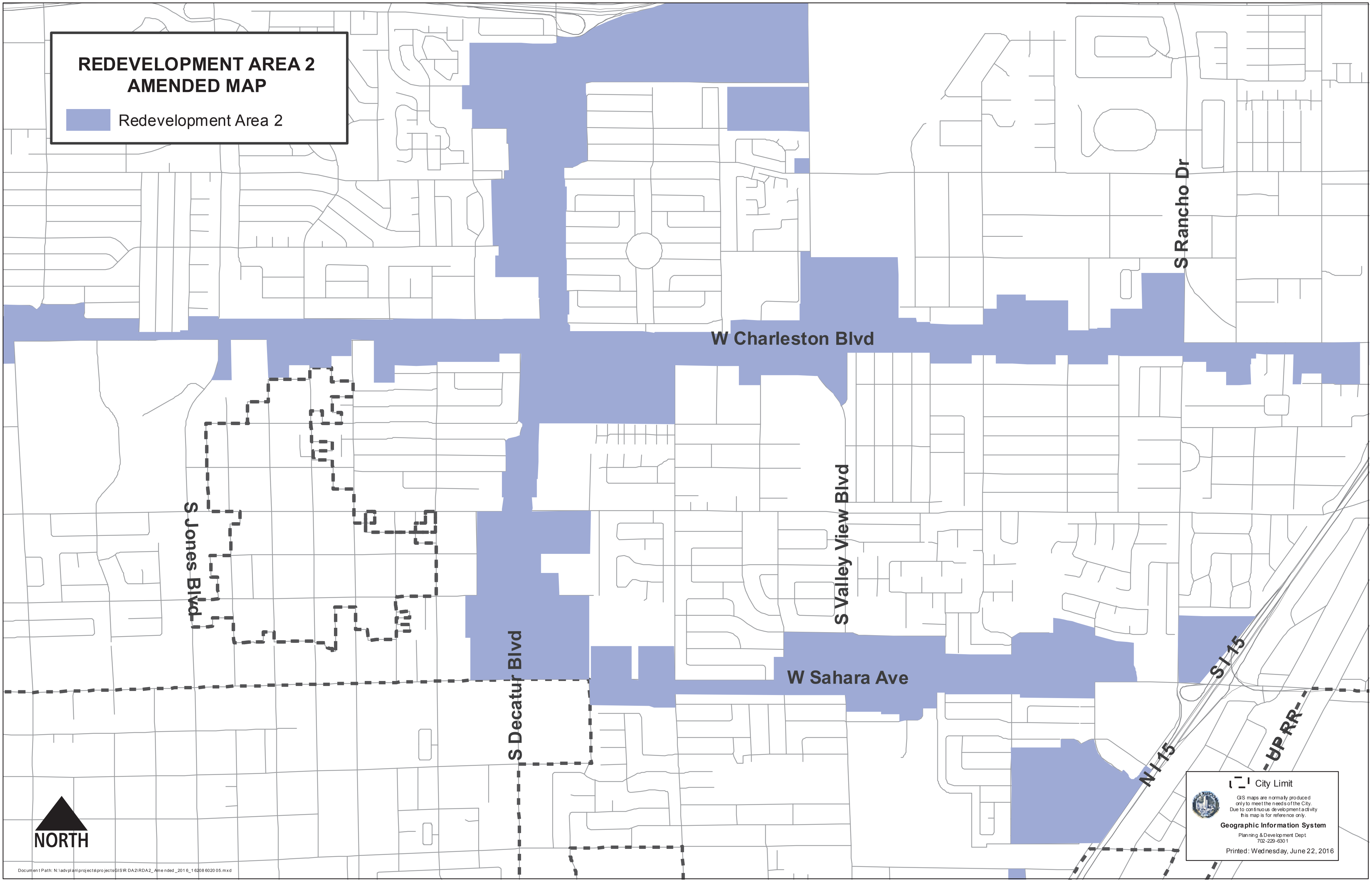
The requested elevations depict a new 335-foot 27-story tower with metal panels and multi-colored glass. The ground floor of the new tower is 35 feet tall to match the existing parapet. The façade is to be covered in simulated limestone, wood panels, EIFS and multi-colored glass to match the tower. Note signage shown on the elevations is for demonstrative proposes only. A Master Sign Plan will follow in the next few months prior to any request for sign permits for review by the City of Las Vegas Planning Commission.

Sincerely,

Joe Haley
Senior Vice President of Design & Construction
Station Casinos, LLC

Cc: Matthew Heinhold – Senior Vice President General Counsel & Secretary, Station Casinos LLC
R.T. Browning – Project Director, Station Casinos LLC
Shea D'Amico – Project Manager, Station Casinos LLC
Terry Murphy – Stategic Solutions

PRJ-64706
05/31/16


REDEVELOPMENT AREA 2
AMENDED MAP
Redevelopment Area 2
W Charleston Blvd
S Rancho Dr
S Valley View Blvd
W Sahara Ave
S Jones Blvd
S Decatur Blvd
S I 15
N I 15
UP RR
NORTH
City Limit
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept
702-229-6301
Printed: Wednesday, June 22, 2016
Document Path: N:\advplan\projects\projects\GIS\RDA2\RDA2_Amended_2016_16208602005.mxd

PROFESSIONAL LAND SURVEYOR-STATE OF NEVADA
ALAN R. RIEKKI
Exp: 12-31-17
No. 12469

6-14-16

M11001-08
JUNE 13, 2016
BY: MFK
P.R. BY: ARR


**EXPLANATION:**
THIS DESCRIPTION DESCRIBES VAROIUS PARCELS LOCATED WITHIN THE CITY OF LAS VEGAS FOR THE PURPOSE OF DEFINING REDEVELOPMENT AREA 2.

**REDEVELOPMENT AREA 2**

BEING THOSE PARCELS OF LAND GENERALLY LOCATED ALONG CHARLESTON BOULEVARD BETWEEN RAINBOW BOULEVARD AND MARTIN L KING BOULEVARD, SAHARA AVENUE BETWEEN DECATUR BOULEVARD AND INTERSTATE 15, AND DECATUR BOULEVARD BETWEEN SAHARA AVENUE AND US HIGHWAY 95; FURTHER DESCRIBED BY THE FOLLOWING ASSESSOR'S PARCEL NUMBERS AS THEY APPEARED ON THE CLARK COUNTY ASSESSOR'S ROLL ON MAY 23, 2016:

138-34-819-014, 138-34-820-001, 138-34-820-006, 138-34-820-008, 138-34-820-009, 138-34-820-013, 138-34-820-014, 138-35-401-003, 138-35-402-002, 138-35-402-006, 138-35-402-007, 138-35-402-008, 138-35-402-011, 138-35-402-012, 138-35-403-001, 138-35-403-004, 138-35-803-002, 138-35-803-003, 138-35-803-004, 138-35-803-005, 138-35-804-001, 138-35-805-001, 138-35-806-001, 138-35-806-002, 138-35-806-003, 138-35-806-004, 138-35-806-005, 138-35-811-020, 138-35-811-021, 138-35-811-060, 138-35-811-061, 138-35-816-001, 138-35-816-002, 138-35-816-003, 138-36-406-004, 138-36-406-005, 138-36-406-006, 138-36-406-007, 138-36-406-008, 138-36-406-009, 138-36-406-010, 138-36-406-011, 138-36-408-001, 138-36-408-002, 138-36-408-003, 138-36-408-004, 138-36-408-005, 138-36-408-006, 138-36-408-008, 138-36-408-009, 138-36-408-010, 138-36-502-001, 138-36-516-002, 138-36-516-003, 138-36-516-005, 138-36-516-006, 138-36-601-003, 138-36-601-004, 138-36-601-009, 138-36-701-003, 138-36-701-004, 138-36-701-005, 138-36-701-011, 138-36-701-015, 138-36-701-018, 138-36-701-021, 138-36-701-022, 138-36-702-001, 138-36-712-023, 138-36-802-002, 138-36-802-003, 138-36-802-004, 138-36-802-005, 138-36-802-006, 138-36-802-009, 138-36-803-001, 138-36-803-002, 138-36-803-004, 138-36-803-005, 138-36-803-007, 138-36-803-008, 138-36-803-009, 138-36-803-010, 138-36-803-011, 138-36-803-012, 138-36-803-013, 138-36-803-014, 138-36-803-015, 138-36-803-016, 138-36-804-001, 138-36-804-002, 138-36-804-003, 138-36-804-004, 138-36-804-005, 138-36-804-006, 138-36-804-007, 138-36-804-008, 138-36-804-009, 138-36-804-010, 138-36-804-011,

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139-31-201-003, 139-31-201-004, 139-31-201-005, 139-31-201-006, 139-31-221-001,
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ALL LYING WITHIN SECTIONS 34, 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, SECTIONS 30, 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 61 EAST, SECTIONS 1 AND 2, TOWNSHIP 21 SOUTH, RANGE 60 EAST, SECTIONS 4, 5, 6, 7 AND 8, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

A MAP TITLED "**REDEVELOPMENT AREA 2 AMENDED PARCEL 162-08-602-005**", DATED MAY 23, 2016, DEPICTING THE ABOVE DESCRIBED PROPERTIES IS ON FILE IN THE OFFICE OF ECONOMIC AND URBAN DEVELOPMENT, CITY OF LAS VEGAS, NEVADA.

THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO REPRESENT A COMPLETE LEGAL DESCRIPTION OF THE PROPERTIES LISTED HEREIN SUITABLE FOR THE PURPOSE OF CONVEYING REAL PROPERTY PER NEVADA REVISED STATUTES.

**END OF DESCRIPTION.**

**NOTICE OF PUBLIC HEARING ON THE PROPOSED AMENDMENT TO THE CITY OF LAS VEGAS REDEVELOPMENT PLAN FOR THE REDEVELOPMENT AREA**

NOTICE IS HEREBY GIVEN that the City of Las Vegas Redevelopment Agency (the "Agency") will hold a public hearing on Wednesday, July 20, 2016 at 8:30 a.m., in the City Council Chambers located at City Hall, 495 South Main Street, Las Vegas, Nevada, to consider and act upon the proposed Amendment to the Redevelopment Plan (the "Plan Amendment") for the Las Vegas Redevelopment Area 2 (the "Redevelopment Area") and to consider all evidence and testimony for or against the approval and adoption of the Plan Amendment.

The purpose of the proposed Plan Amendment is to delete one parcel from the existing Redevelopment Area 2 (the "Existing Area") and provide for the redevelopment of Redevelopment Area 2 in conformity with the provisions of the Community Redevelopment law (Nevada Revised Statutes Section 279.382 et seq.) and the goals of the Redevelopment Plan.

At any time not later than the hour set forth above for the hearing of objections to the proposed Plan Amendment, any person may file in writing with the Secretary of the Agency, c/o the City Clerk of the City of Las Vegas, a statement of objections to the proposed Plan Amendment, or may appear before the Agency and show cause why the proposed Plan Amendment should not be adopted.

A legal description of the boundaries of the proposed redevelopment area affecting your parcel is shown as Exhibit A and made a part hereof. For informational purposes, a map showing the general location in the City of the Existing Area and the proposed deleted parcel in the Existing Area is shown as Exhibit B.

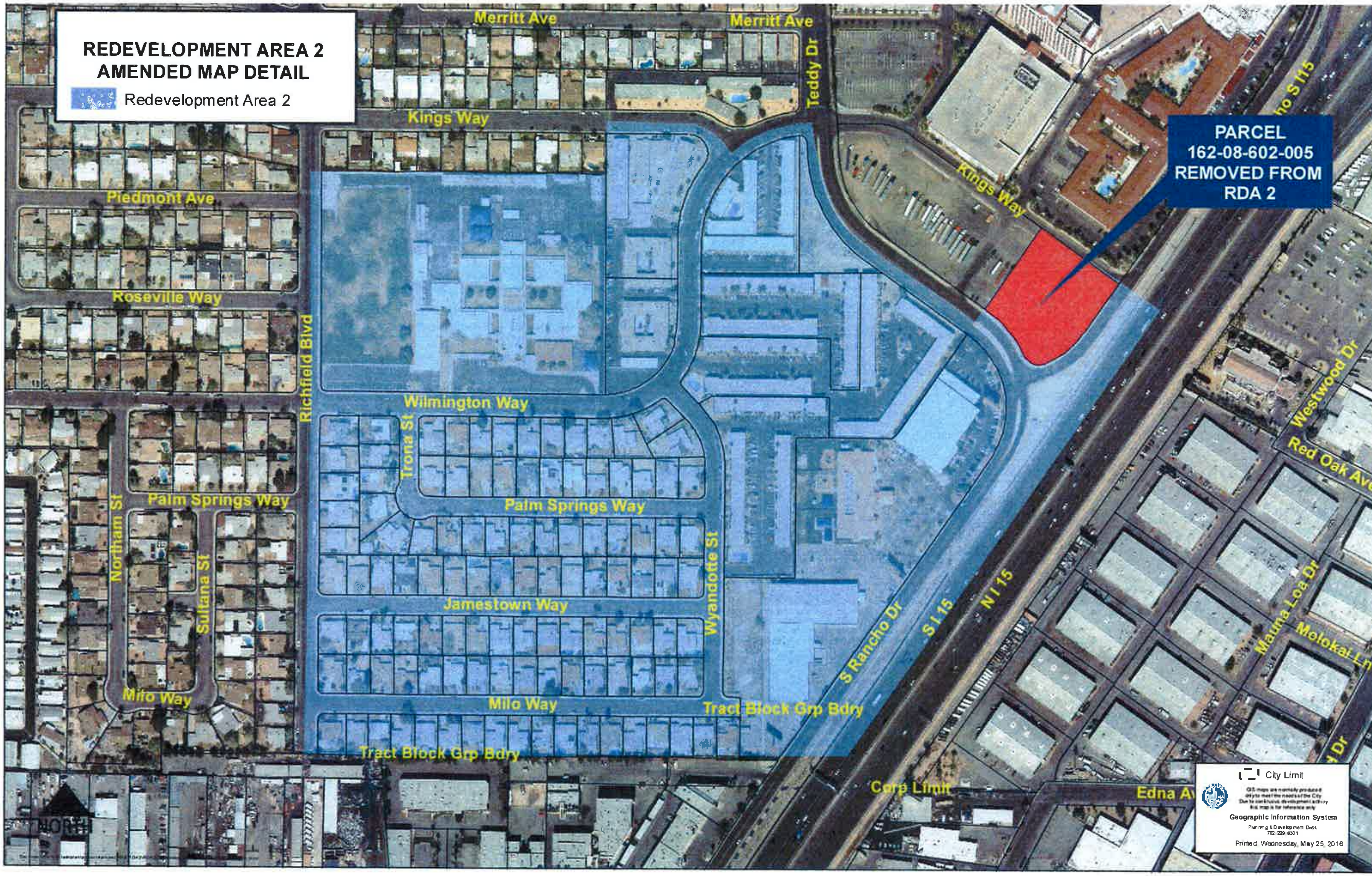
Interested persons may inspect and, upon payment of the costs of reproduction, obtain copies of the proposed Plan Amendment, map of the amended Redevelopment Area 2 and other information pertaining thereto at the office of the City Clerk of the City of Las Vegas, and the office of the Agency, both located at located at 495 South Main Street, Las Vegas, Nevada. All of the information is also available online under the Public Reports section of the City's Redevelopment Agency webpage at: http://www.lasvegasnevada.gov/portal/faces/wcnav_externalId/eud-redevelopment-agency?_adf.ctrl-state=19dtokfnpj_4&_afrLoop=439746243093991 Titled as: July 20, 2016 RDA Meeting - Public Hearing for the Proposed Amendment and Restated Redevelopment Plan for RDA2

For further information, please call the Redevelopment Agency at (702) 229-6551 between 8 a.m. and 5 p.m., Monday through Thursday.

By order of the City of Las Vegas Redevelopment Agency.

LuAnn D. Holmes, MMC
Secretary, City of Las Vegas Redevelopment Agency

Publish: Thursday, July 7, 2016




Submitted at Redevelopment Agency

Date: 7/20/16 Item 6

By: STAFF

STATION CASINOS LLC

May 2, 2016

Mr. Bill Arent, Director
Department of Economic and Urban Development
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

Dear Mr. Arent,

As discussed with Mr. Rich Atkins last week, NP Palace LLC would like to remove from the Redevelopment Area all relevant portions of parcel number 162-08-602-005. We are preparing to submit applications to the City of Las Vegas Department of Planning and Development, which necessitates the uniformity of all parcels under our ownership. We would request that any notifications regarding hearings or meetings regarding this request be sent both to me and to our consultant, Ms. Terry Murphy at the following address:

1930 Village Center Circle #3-391
Las Vegas, Nevada 89134

We would also appreciate e-mail notification at

mheinhold@fertitta.com
tmurphy@strategicsolutionsnv.com

Please contact Ms. Murphy at 702-683-8550 with any questions, and updates as to timeline. Thank you in advance for your response.

Sincerely,

Matthew Heinhold
Senior Vice President and General Counsel

cc: Elizabeth N. Fretwell, Executive Director
Rich Atkins
Thomas Perrigo, Director of Planning and Development

1505 S. PAVILION CENTER DR. • LAS VEGAS, NEVADA 89135 • TELEPHONE: (702) 495-3000

Submitted at Redevelopment Agency
Date 7-20-2016 Item 6
By Bill Arent

City of Las Vegas

Agenda Item No.: **7.**

## *AGENDA SUMMARY PAGE*

**REDEVELOPMENT AGENCY MEETING OF: JULY 20, 2016**

**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: JULY 20, 2016**

**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