



1 WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the  
2 Agency in connection with the EUIP (attached hereto as Exhibit A), which provides for the contribution of  
3 funds to the Owner for making physical visual improvements to the property located on the Site, all as more  
4 fully set forth in the EUIP.

5 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas  
6 hereby finds and determines that the development of building, facilities, structures or other improvements on  
7 the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the  
8 Redevelopment Area is located; and

9 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines  
10 there are no reasonable means of financing those improvements on the Site; and

11 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the  
12 undertakings of the Agency in connection with the EUIP with the Owner for the Project concerning the  
13 development on the Site.

14 THE FOREGOING RESOLUTION was passed, adopted and approved this 19<sup>th</sup> day of  
15 march, 2025.

16 CITY OF LAS VEGAS  
17 BY *Shelley Berkley*  
18 SHELLEY BERKLEY, Mayor

19 ATTEST:  
20 *LuAnn D. Holmes*  
21 Dr. LuAnn D. Holmes, MMC, City Clerk

22 APPROVED AS TO FORM  
23 *Sandra D. Turner* *2-26-25*  
24 Sandra D. Turner Date  
25 Deputy City Attorney

26 EUIP Agreement – T UPR II LLC Date *3/19/25* CC Item # *35* RDA Item # *5*  
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**EXHIBIT A**

ELECTRICAL UTILITY IMPROVEMENT REIMBURSEMENT AGREEMENT

## **ELECTRICAL UTILITY IMPROVEMENT REIMBURSEMENT AGREEMENT**

THIS ELECTRICAL UTILITY IMPROVEMENT REIMBURSEMENT AGREEMENT (this "Agreement") is entered into by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under Nevada law (the "Agency"), and T-UPR II LLC, a Nevada limited liability company authorized to do business in Nevada (the "Owner"). Agency and Owner are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the later of the date of approval by the Agency or Owner, each as noted on the signature page hereto, as long as approval by one is within sixty (60) calendar days of approval by the other ("Effective Date").

### **RECITALS**

WHEREAS, Owner intends to develop and improve a commercial property (the "Project") on Assessor's Parcel Number 139-34-101-009, 139-34-201-003, 139-34-201-016 generally located on the NW corner of Lewis Ave and South Main Street in Las Vegas, Clark County, Nevada (the "Property"); and

WHEREAS, the Agency desires to financially assist Owner to underground and/or relocate certain NV Energy ("NVE") improvements (collectively, the "Electrical Utility Improvements") along the area located on the western side of South Main Street, more commonly known as Plaza Parking Lot Area adjacent to the Property (the "Area"); and

WHEREAS, the Agency and Owner desire to enter into this Agreement in order for the Agency to reimburse Owner for reasonable construction costs, or applicable portion thereof, related to the construction of the Electrical Utility Improvements.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

### **AGREEMENT**

#### **ARTICLE 1—OWNER AGREES:**

1. to coordinate the design of the Electrical Utility Improvements with NV Energy and any other impacted utilities.
2. to bid the Electrical Utility Improvements as a separate package and to provide to the Agency the contractor's name and total bid price for the Electrical Utility Improvements.
3. Owner, in compliance with NRS 279.498, must obtain three (3) or more competitive bids from properly licensed contractors to perform the Electrical Utility Improvements. If Owner is unable to obtain three (3) or more competitive bids, Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted to perform the Electrical Utility Improvements.
4. to construct the Electrical Utility Improvements and to coordinate the undergrounding or relocation of utilities with NVE. The Electrical Utility Improvements shall be permitted and constructed through the City of Las Vegas's Department of Building and Safety acting in its regulatory capacity. The Electrical Utility Improvements will not be permitted or administered by the City's Public Works Department.
4. to have its designated construction manager for the Project provide oversight of construction, cost tracking, and coordination with the Agency's representative for the construction of the Project.

5. The maximum Agency reimbursement amount of the Electrical Utility Improvements shall be up to FIVE HUNDRED THOUSAND DOLLARS (\$500,000) (the "Agency Reimbursement") dependent on qualified tiers per the EUIP Manual. Owner shall be responsible for any and all costs exceeding the Agency Reimbursement. Owner shall promptly submit contractor invoices to the City for reimbursement for completed work only.

6. that any contract for the construction for the Electrical Utility Improvements shall conform to the requirements of Nevada Revised Statutes Chapter 338 for the payment of prevailing wages.

#### **ARTICLE 2—AGENCY AGREES:**

1. to review the Owner's contractor bid price for the Electrical Utility Improvements and provide written authorization to the Owner to proceed with the award and construction of the Electrical Utility Improvements within fourteen (14) calendar days after receipt of the contractor's name and bid price from the Owner and approved NVE Plans, provided that Owner has obtained all necessary permits and approvals for such work.
2. to review copies of paid invoices with corresponding copies of cancelled checks or other proof of payments.
3. To review certificate of final building and/or utilities inspection.
4. provided that Owner has complied with this Agreement and the EUIP Manual, to reimburse the Owner up to the Agency Reimbursement within forty-five (45) days of receipt of contractor invoices submitted to Agency by Owner.

#### **ARTICLE 3—IT IS MUTUALLY AGREED:**

##### **1. REPRESENTATIONS AND WARRANTIES**

A. Representations and Warranties by the Agency. The Agency represents and warrants to Owner that as of the Effective Date of this Agreement:

- a. The Agency is a public body organized municipal public body organized and existing under the community development laws of the State of Nevada.
- b. The Agency has all requisite power and authority to enter into and perform its obligations under this Agreement.
- c. By proper action of the Agency, the Agency's signatories have been duly authorized to execute and deliver this Agreement.
- d. To the Agency's actual knowledge, the execution, delivery and performance of this Agreement by the Agency will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to the Agency or the Property, or (ii) result in any lien, charge or encumbrance of any nature on the Property.
- e. The execution of this Agreement by the Agency does not violate any provision of any other agreement to which the Agency is a party.
- f. Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by the Agency are necessary in connection with the execution of this Agreement by the Agency or with the performance by the Agency of its obligations hereunder.
- g. As used in this Agreement, the term "the Agency's actual knowledge" means the actual knowledge of the members of the Redevelopment Agency Board of Directors, without a duty to investigate Agency files.

B. Representations and Warranties of Owner. Owner represents and warrants to the Agency that as of the Effective Date of this Agreement:

a. Owner has all requisite power and authority to carry out its business as now and whenever conducted and to enter into and perform its obligations under this Agreement.

b. The execution of this Agreement by Owner does not violate any provision of any other agreement or other document to which Owner is a party or otherwise.

c. Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Owner are necessary in connection with the execution of this Agreement by Owner or with the performance by Owner of its obligations hereunder.

d. Owner is not currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), or the subject of an involuntary petition under the Bankruptcy Code; nor has Owner made an assignment for the benefit of creditors; nor is Owner insolvent or unable to pay its debts as they become due.

## **2. TERM**

A. Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement shall expire at the earlier of (i) disbursement of the Agency Reimbursement funds by Agency to Owner; or (ii) one hundred eighty (180) days after the Effective Date. The Owner may request one (1) extension of time for an additional sixty (60) days upon written notice to the Agency no later than one hundred fifty (150) days after the Effective Date. The Agency may approve and execute such extension in its reasonable discretion.

## **3. CHOICE OF LAW/VENUE/ATTORNEYS' FEES**

A. Any litigation related to this Agreement shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time either party institutes any action or proceeding against the other relating to the provisions of this Agreement or any termination or default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including attorneys' fees, incurred therein by the successful party. TO THE EXTENT SUCH WAIVER IS PERMITTED BY LAW, THE PARTIES SHALL WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

## **4. NO THIRD-PARTY BENEFICIARIES**

A. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

## **5. FORCE MAJEURE**

A. The occurrence of any of the following events shall excuse such obligations of the Parties as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials, or reasonable substitutes therefor; governmental restrictions, regulations, or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse such obligations as this Agreement may otherwise impose on the party to obey, remedy, or avoid such event.

**6. ENTIRE AGREEMENT**

A. It is understood that there are no oral or written agreements or representations between the Parties hereto affecting this Agreement, and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements, and understandings, if any, made by or between the Parties with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement, or contradict this Agreement. This Agreement, and all exhibits thereto, is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included in this Agreement. There are no other representations, covenants, or warranties between the Parties and all reliance with respect to representations is solely upon the express representations, covenants, and warranties contained in this Agreement. The Parties agree that any deletion of language from this Agreement prior to its mutual execution by the Parties shall not be construed to have any particular meaning or to raise any presumption, canon of construction, or implication, including, without limitation, any implication that the Parties intended thereby to state the converse, obverse, or opposite of the deleted language.

**7. TIME CALCULATIONS**

A. All references to "days" herein shall mean calendar days unless otherwise stated. The terms "business days" shall mean Monday through Thursday, exclusive of holidays observed by the State of Nevada. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

**8. SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

**9. NO PARTNERSHIP**

A. Nothing contained in the Agreement shall operate to create a partnership or joint-venture between the Parties.

**10. COUNTERPARTS**

A. This Agreement may be executed electronically, or 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. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder except as otherwise provided in Article III, Section 3 above.

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ELECTRICAL UTILITY IMPROVEMENT REIMBURSEMENT AGREEMENT

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS REDVELOPMENT AGENCY

By: Shelley Berkley  
Shelley Berkley, Chair

Date: 3/25/2025

Attest:

By: Dr. LuAnn D. Holmes 3/25/25  
Dr. LuAnn D. Holmes, MMC Date  
Secretary

APPROVED AS TO FORM:

By: Sandra D. Turner 3/20/25  
Deputy City Attorney Date

Sandra D. Turner  
Deputy City Attorney

T-UPR II, LLC

By: Itrat Sayeed

Printed Name: Itrat Sayeed

Title: Manager

Date: 03/20/2025

Electrical Utility Improvement Reimbursement Agreement

Date 3/19/25

RDA Item # 5 CC Item # 35