

1 WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the
2 Agency in connection with the OPA (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 OPA.

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

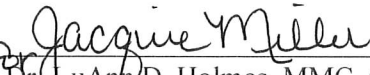
11 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the
12 undertakings of the Agency in connection with the OPA with the OWNER for the Project concerning the
13 development on the Site.

14 THE FOREGOING RESOLUTION was passed, adopted and approved this 19th day of
15 March, 2025.


16 CITY OF LAS VEGAS

17 BY 
18 SHELLEY BERKLEY, Mayor

19 ATTEST:

20 
21 Dr. LuAnn D. Holmes, MMC, City Clerk

22 APPROVED AS TO FORM

23  2/27/25
24 Crislove A. Igeleke
Deputy City Attorney Date

25 RESOLUTION NO. R- 18 -2025

Date 3/19/25 CC Item # 18 RDA Item # 6

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EXHIBIT A
OWNER PARTICIPATION AGREEMENT

CITY OF LAS VEGAS REDEVELOPMENT AGENCY OWNER PARTICIPATION AGREEMENT

THIS OWNER PARTICIPATION AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2025, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and AZTEC INN CASINO LIMITED PARTNERSHIP, a Nevada series limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting business owners and landlords to attract or maintain businesses in the Agency redevelopment area and to support investment into existing commercial and residential structures in the Agency redevelopment area and to attract to or maintain housing in such redevelopment area; and

WHEREAS, the purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the redevelopment of certain real property (the "Site") included within the boundaries of the Redevelopment Area located at APN's: 162-04-813-077, 078, 079, 080, 081 and 082.

WHEREAS, The development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas, Nevada (the "City"), and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

WHEREAS, Owner has agreed to construct the Project Improvements (defined below); and

WHEREAS, the Agency shall reimburse the Owner for any pre-approved qualified exterior improvements ("Project Improvements"), which the Agency has determined are significant in character, up to a maximum of Ninety Five Thousand Dollars and 00/100 (\$95,000.00) (the "Agency Funds"); and

WHEREAS, the Owner desires that the Agency participate in the cost of the Project Improvements pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Owner do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds for Project Improvements to that certain commercial real property described in Attachment "1", attached and incorporated herein by reference ("Project"). A site map ("Site Map") of the real property encompassed by the Project is appended hereto as Exhibit "2", attached 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. 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 is AZTEC INN CASINO LIMITED PARTNERSHIP, a Nevada series limited liability company (the "Owner"), which is owned by Gary Vause and Donald Dombrowski and whose address is 2200 S. Las Vegas Blvd., Las Vegas, NV 89104. Wherever the term "Owner" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

The qualifications and identity of the Owner and of the Managing Member and Members are of particular concern to the City and Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with the Owner. No voluntary or involuntary successor in interest of Owner shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by Agency if there is any significant change (voluntary or involuntary) in Owner prior to the completion of the development of the Site as evidenced by the issuance of a Certificate of Completion therefor.

The Owner shall not assign all or any part of this Agreement without the prior written approval of Agency, which approval may be withheld by Agency at Agency's sole discretion.

The Owner hereby represents and warrants to Agency that Owner owns fee title to the Site necessary for the Development. Proof of ownership is evidenced in a recorded Quitclaim Deed dated September 16, 2003, a copy of which is attached hereto as Attachment "3."

Owner hereby represents and warrants to Agency that Owner has obtained all financing and other resources necessary to pay for all costs of the construction and full completion of the Project and QI.

SECTION 3: IMPROVEMENTS TO THE PROJECT AND PROJECT BUDGET.

Owner shall complete the Project Improvements according to the Scope of Work and Tentative Schedule of Project Improvements, which is attached hereto as Attachment "4" and by this reference is made a part hereof. As part of the Project, Owner agrees to install those improvements set forth and described on Attachment "4" and referred to herein as the "QI" in strict conformance with Attachment "4". The Scope of Work and Tentative Schedule of Project 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 the Project Improvements, pursuant to the plans and other documents submitted by Owner and approved by Agency. Commencement of Project Improvements is defined as paying for permits. The Project Improvements shall be completed by May 01, 2025. Owner may request in writing, one (1) sixty (60) day extension of time which may be given for completion of the Project Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Project Improvements also shall be referred to as the "Project" hereinafter. The Agency during construction of the Project Improvements shall maintain a right of access to the Project in order to determine the status of the construction of the Project Improvements and compliance with this Agreement, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the commercial building. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the Project Improvements by the required dates and any failure of Owner to commence and complete the Project Improvements by the required

dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

Owner hereby acknowledges and agrees that (i) Agency is not involved in any way with the design and construction of the Project Improvements, (ii) Agency does not warrant in any manner the suitability or construction of the Project Improvements, (ii) except for the payment of the Agency Funds pursuant to the terms of this Agreement, Agency is not in any way or manner obligated or liable for the payment of the cost of the Project Improvements and (iii) Owner hereby releases and waives any and all claims and causes of action against Agency in any way related to the design, construction and payment for the Project Improvements.

Owner shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless Agency and the City, and their respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses, expenses and/or costs (including reasonable attorneys' fees and court costs) incurred by Agency or the City which may arise out of or in any manner be connected with the subject matter of this Agreement, including the construction of the Project Improvements and/or the QI, regardless of the presence or absence of negligence on the part of Owner or other third party.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. The Parties acknowledge that Owner has fully complied with NRS 279.498 by obtaining three (3) or more competitive bids from properly licensed contractors, and that Las Vegas Paving Corp. has been selected by Owner and approved by the Agency to serve as the contractor for and perform the paving work which the Project requires.

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Subject to Owner fulfilling the conditions precedent to receiving reimbursement below, Agency agrees to reimburse Owner for the cost of the QI not to exceed Ninety-Five Thousand Dollars (\$95,000) toward the costs of the QI ("QI Reimbursement"). In order for Owner to qualify for the QI Reimbursement, the following conditions must be met ("Conditions"):

- (i) The Development must be completed in conformance with Attachment "4";
- (ii) All of the QI must be completed in conformance with Attachment "4" as established by photographs in formats approved by Agency;
- (iii) Agency has completed an inspection and review of the Property and determined that all the Project Improvements have been fully completed pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with this agreement. Owner agrees to facilitate and cooperate with Agency in conducting such review and inspection of the Property. Owner shall provide Agency with such other documentation as reasonably required by Agency in connection with such inspection and review.
- (iii) Owner has submitted to Agency proof in the form of materials and other information required by Agency that the cost of construction of the Project and the QI has been paid in full and that there are no outstanding mechanics liens or claims related to the Project and the QI. Such proof shall include, but not limited to, the following: invoices and/or receipts, dated, marked paid and cancelled checks and/or credit card statements showing payment;

Upon the fulfillment of the conditions set forth in this Section 5, Agency shall pay the QI Reimbursement to Owner within thirty (30) days. Disbursement of the QI Reimbursement shall be made to as directed in writing by Owner upon completion of all of the following conditions for the benefit of Agency:

Owner agrees that in the event all of the Conditions are not fulfilled within twelve (12) months from the effective date of this agreement, then Agency shall have the right to terminate this Agreement upon written notice to Owner. Upon such termination this Agreement shall be null and void and Agency shall thereafter have no obligation to make the QI Reimbursement to Owner

SECTION 6: COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. 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 and all other applicable laws, rules and/or regulations.

SECTION 7: PROHIBITION AGAINST TRANSFER OF SITE, THE BUILDINGS OR STRUCTURES THEREON AND ASSIGNMENT OF AGREEMENT

The Owner shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of Agency. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion with respect to the Site and the payment of the QI to Owner. This prohibition shall not be deemed to prevent (i) the granting of easements or permits to facilitate the development of the Site or (ii) the granting of a mortgage to finance the construction of the Project Improvements. In the absence of specific written agreement by Agency, no such transfer, assignment or approval by Agency shall be deemed to relieve the Owner or any other party from any obligations under this Agreement until completion of development as evidenced by the issuance of a Certificate of Occupancy issued by the City of Las Vegas Building Dept.

SECTION 8: (BLANK SECTION)

This Section intentionally left blank.

SECTION 9: UNRELATED IMPROVEMENTS AND USES. 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 Scope of Work provided for in this Agreement. Agency acknowledges that it is aware that Owner is investigating the possibility of establishing a food truck court or kiosk on all or a portion of the Site. While the Agency makes no commitment or assurance regarding the issuance of or Owner's ability to procure entitlements, approvals or permits which are necessary for the use of the Site for that purpose (said entitlements, approvals and permits must be obtained through the City of Las Vegas, Nevada's, normal development processes), the Agency does agree, upon Owner's request, that it will consult with, advise and assist Owner to prepare, submit and process applications for entitlements, approvals and permits which enable Owner to operate a food truck court or kiosk on the Site.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Visual Improvement Program 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.

Owner, for Owner and its successors and assigns, represent that in the construction of Project Improvements, 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 11: 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. Owner warrants to Agency that it 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 warrant that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Until such time as the Agency Funds are disbursed, Owner shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES; JURISDICTION.

- (a) The following shall constitute an "Owner Event of Default":
 - (i) Owner transfers or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement, or in the Site or any improvements thereon, in violation of the provisions of Section 7 or Section 2;
 - (ii) Owner fails to proceed with, abandons or substantially suspends the construction of the Project Improvements required by this Agreement for more than thirty (30) days;
 - (iii) any of the representations and warranties of Owner are untrue in any material respect;
 - (iv) Owner fails to perform any other material obligation imposed under the provisions of this Agreement; or
 - (v) the filing of a petition or the institution of proceedings of, by, or against Owner pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization,

or similar laws which is not dismissed within ninety (90) days; or Owner's making a general assignment for the benefit of its creditors or the entering by Owner into any compromise or arrangement with its creditors generally; or Owner's becoming insolvent in the sense that Owner is unable to pay its debts as they mature or in the sense that Owner's debts exceed the fair market value of Owner's assets.

In the event of Owner Event of Default, Agency shall have, in addition to all other rights and remedies available to Agency, the right to terminate, and this Agreement shall so terminate, on 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. If the QI Reimbursement has not been disbursed to the Owner, Agency shall be relieved of the obligation to disburse the QI Reimbursement to Owner.

(b) Any legal actions related to this Agreement 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.

SECTION 13: ENFORCED DELAY. Any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine, restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, including delays beyond the reasonable control of Agency, unusually severe weather, inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier, acts of another party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice.

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 Executive Director designates in writing.

SECTION 15: TERM. 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 Funds by Agency and (ii) three hundred five (365) days after the Effective Date.

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 delivery, or five (5) calendar days after the date of deposit in the United States mail or with an express delivery service.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attention: Dina Babsky

With a copy to: City Attorney Office
City Hall
495 South Main, 6th Floor
Las Vegas, Nevada 89101
Attention: Dimitri Dalacas

If to the Owner: Aztec Inn Casino Limited Partnership
Attn: Gary Vause
2200 S. Las Vegas Blvd.
Las Vegas, NV 89104

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. THIRD PARTY RIGHTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "5" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency, and Owner. Nothing in this Agreement shall confer upon any other third party of any type or sort other than the Owner and Agency any rights or remedies under or by reason of this Agreement, including, without limitation, any parties providing and/or supplying labor and/or materials to the Project and any claims or causes of action that any third party may have related to payment for labor and/or materials provided and/or supplied to the Project.

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 _____, 2025 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").

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____, 2025

By: _____
SHELLEY BERKLEY, CHAIR

ATTEST:

LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

Crislove A. Igeleke *2-27-25*
Counsel to the Agency Date

Crislove A. Igeleke
Deputy City Attorney

Aztec Inn Casino Limited Partnership
A Nevada Limited Liability Company

By: *Gary Vause*
GARY VAUSE

Its: PARTNER

LIST OF ATTACHMENTS

ATTACHMENT "1"	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT "2"	SITE MAP
ATTACHMENT "3"	PROOF OF OWNERSHIP
ATTACHMENT "4"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "5"	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER

ATTACHMENT 1
LEGAL DESCRIPTION OF THE PROPERTY

Lots One through Eight (1-8) and Lots Thirty-Three through Thirty-Six (33-36) in Block 3 THE MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 43 in the Office of the County Recorder of Clark County, Nevada;

Together with that portion of land vacated by that certain Order of Vacation recorded September 17, 1990 in Book 900917 as Document No. 00690 of Official Records, Clark County, Nevada.

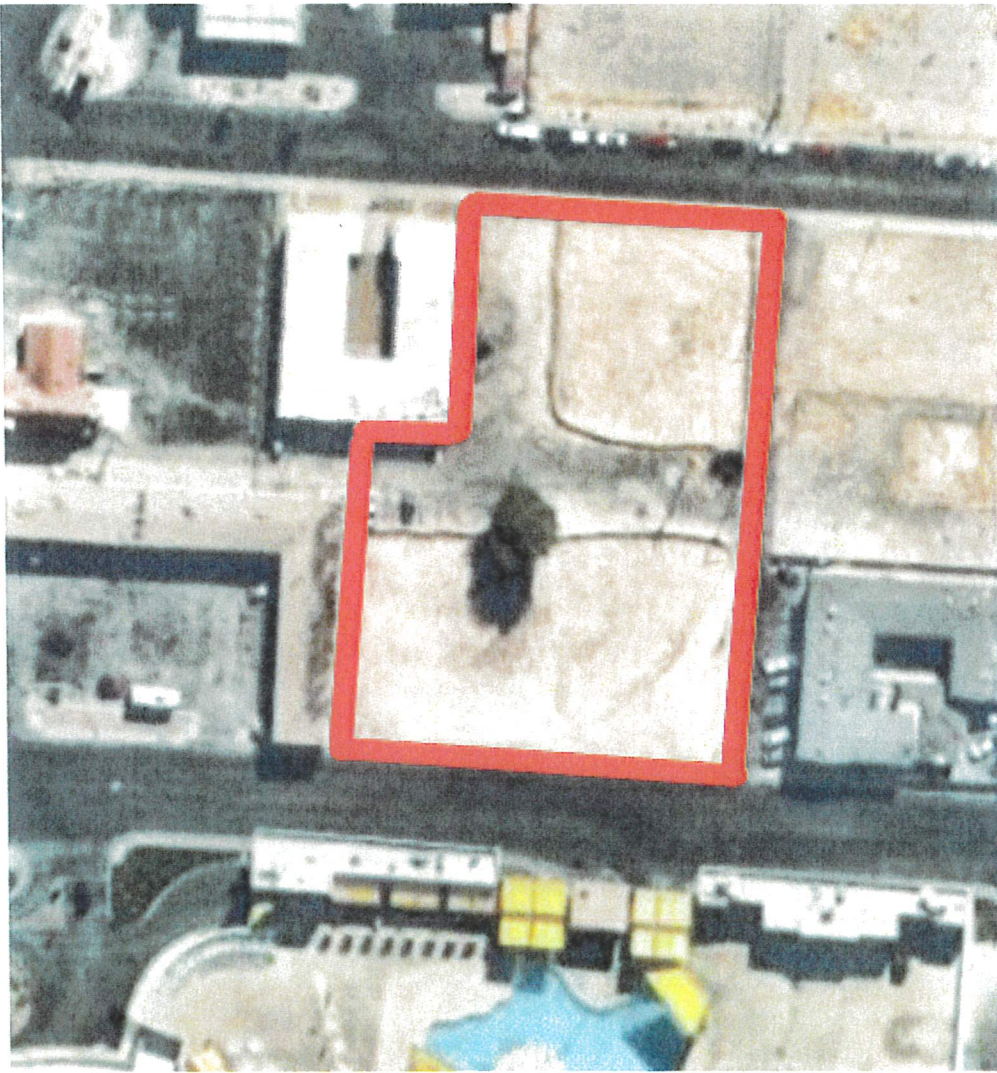
and

Lots Twenty-seven through Thirty-Two (27-32) in Block 3 of THE MEADOWS ADDITION TO LAS VEGAS as shown by map thereof on filed in Book 1 of Plats, Page 43, in the Office of the County Recorders, Clark County, Nevada;

TOGETHER WITH that portion of land vacated by that certain Order of Vacation recorded September 17, 1990, in Book 900917 of Official Records, Clark County, Nevada Records as Document No. 00690.

Together with all and singular hereditaments and appurtenances belonging or in any way appertaining thereto.

APN: 162-04-813-078; APN: 162-04-813-079;
APN: 162-04-813-080; APN: 162-04-813-081;
APN: 162-04-813-082; APN: 162-04-813-076; (Not Included)
and APN: 162-04-813-077



ATTACHMENT 2
SITE MAP

ATTACHMENT 3

PROOF OF OWNERSHIP

20030929
04340

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
 a) 162-04-813-076; 162-04-813-077;
 b) 162-04-813-078; 162-04-813-079;
 c) 162-04-813-080; 162-04-813-081;
 d) 162-04-813-082

2. Type of Property:
 a) Vacant Land b) Single Fam. Res
 c) Condo/Twnhse d) 2-4 Plex
 e) Apt. Bldg f) Comm'l/Ind'l
 g) Agricultural h) Mobile Home
 Other _____

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument #:	_____
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. Total Value/Sales Price of Property \$ 2,189,940.00
 Deed in Lieu of Foreclosure Only (value of property) (_____)
 Transfer Tax Value: \$ 2,189,940.00
 Real Property Transfer Tax Due \$ 5,474.85
5475.00

4. If Exemption Claimed:
 a. Transfer Tax Exemption per NRS 375.090, Section _____
 b. Explain Reason for Exemption: _____
 5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity Member Motive LLC;
 Signature _____ Capacity TRUSTEE, MEADOWS PROPERTIES
LLP PARTNERSHIP (Cancelled)

SELLER (GRANTOR) INFORMATION (REQUIRED)
 Print Name: Motive LLC and Meadows Meadows Properties Ltd. Partnership
 Address: 2200 Las Vegas Blvd. South
 City: Las Vegas
 State: NV Zip: 89104

BUYER (GRANTEE) INFORMATION (REQUIRED)
 Print Name: Aztec Inn Casino Ltd. Partnership
 Address: 2200 Las Vegas Blvd. South
 City: Las Vegas
 State: NV Zip: 89104

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
 Print Name: W. Owen Nitz, Esq. Escrow # _____
 Address: 601 S. Tenth St., Suite 201
 City: Las Vegas State: NV Zip: 89101

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

4340

20030929
04340

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF
NITZ WALTON ETAL

09-29-2003 15:01 PUN

OFFICIAL RECORDS

BOOK/INSTR: 20030929-04340

PAGE COUNT: 4

FEE: 17.00
RPTT: 5,475.00

APN# 162-04-013-078

(u)

Recording requested by:

Nitz Walton & Heaton Ltd.

Return to:

Name W. Owen Nitz

Address 601 S. Tenth St. Suite 201

City/State/Zip Las Vegas, NV 89101

Quitclaim Deed
(Title on Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2
(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

20030929
04340

APN: 162-04-813-078; APN: 162-04-813-079;
APN: 162-04-813-080; APN: 162-04-813-081;
APN: 162-04-813-082; APN: 162-04-813-076; (Not Included)
and APN: 162-04-813-077

QUITCLAIM DEED

THIS INDENTURE WITNESS that the GRANTORS, MOJAVE Limited Liability Company, a Nevada limited liability company and MOJAVE MEADOWS PROPERTIES LIMITED PARTNERSHIP, a cancelled Nevada limited partnership, by and through its former General Partners as Trustees, do hereby CONVEY, ASSIGN, TRANSFER and QUITCLAIM to GRANTEE, AZTEC INN CASINO LIMITED PARTNERSHIP, a Nevada limited partnership, for the sum of Ten Dollars and Other Good and Valuable Consideration, all of their rights, title and interest in and to that certain real property being described as:

Lots One through Eight (1-8) and Lots Thirty-Three through Thirty-Six (33-36) in Block 3 THE MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 43 in the Office of the County Recorder of Clark County, Nevada;

Together with that portion of land vacated by that certain Order of Vacation recorded September 17, 1990 in Book 900917 as Document No. 00690 of Official Records, Clark County, Nevada.

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APN: 162-04-813-080; APN: 162-04-813-081;
APN: 162-04-813-082; APN: 162-04-813-076; (Not Included)
and APN: 162-04-813-077

20030929
11:44:44

IN WITNESS WHEREOF, we have hereunto set our hand on the 16 day of September, 2003.

MOJAVE, LLC.

Gary Vause
GARY VAUSE, Member

Donald Dombrowski
DONALD DOMBROWSKI, Member

Paul Kellogg
PAUL L. KELLOGG, Member

MOJAVE MEADOWS PROPERTIES LIMITED
PARTNERSHIP (cancelled)

Gary Vause
GARY VAUSE, Trustee

Donald Dombrowski
DONALD DOMBROWSKI, Trustee

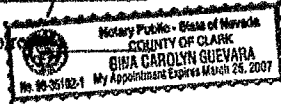
Paul Kellogg
PAUL L. KELLOGG, Trustee

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on this 16 day of September, 2003, by Gary Vause, a Member of Mojave, LLC and Trustee of Mojave Meadows Properties Limited Partnership (cancelled).

Lina Cardlyn Guevara
Notary Public

My commission expires



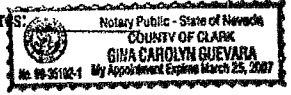
20030929
04346

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on this 14 day of September, 2003, by Donald Dombrowski, a Member of Mojave, LLC and Trustee of Mojave Meadows Properties Limited Partnership (cancelled).

Gina Carolyn Guevara
Notary Public

My commission expires:



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on this 19 day of September, 2003, by Paul L. Kellog, a Member of Mojave, LLC and Trustee of Mojave Meadows Properties Limited Partnership (cancelled).

Gina Carolyn Guevara
Notary Public

My commission expires:



Mail fax statements to:
When Filed Return To:
W. Owen Nitz, Esq.
601 S. Tenth St.
Las Vegas, Nevada 89101

ATTACHMENT 4

SCOPE OF WORK

<u>Description of Work</u>	<u>Budget Amount</u>
Remove & Replace 2" Asphalt Main Onsite	\$41,250
Compact Grade, Supply & Place 2" Asphalt Onsite	\$66,600
Supply & Place 4" Type II Asphalt	\$48,100

Grand Total \$155,950

**Reimbursement Amount shall not exceed \$95,000*

ATTACHMENT 5
DISCLOSURE OF PRINCIPALS

Disclosure of Principals

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
Aztec Inn Casino Limited Partnership
Name
2200 LV Blvd S Las Vegas, NV 89104
Telephone
(702) 682-4000
EIN or DUNS
88-0267091

Block 2 Description
Owner Participation Agreement
RFP#

Block 3	Type of Business
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
<input type="checkbox"/> Trust	<input type="checkbox"/> Other:

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

Table with 3 columns: FULL NAME/TITLE, BUSINESS ADDRESS, BUSINESS PHONE. Rows include Gary Vause and Donald J. Dombrowski.

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law...
Name of Attached Document:
Date of Attached Document: Number of Pages:

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name: [Signature]
Date: 1/10/25

Subscribed and sworn to before me this 10th day of

January, 2025

Jennifer Dodd

Notary Public

