City of Las Vegas

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REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART
8TH FLOOR CONFERENCE ROOM
TUESDAY, FEBRUARY 16, 1999
3:00 P.M.

REAL ESTATE COMMITTEE - COUNCILMEN ADAMSEN AND REESE

CALL TO ORDER:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES: Approval of the Minutes of the Regular meeting of January 19, 1999.

NEW BUSINESS:

1. Discussion and possible approval of a revocable rights-of-way agreement to Level 3 Communications, LLC for placement of fiber optic and related equipment in certain parts of the City
2. Discussion and possible action to authorize staff to apply for a fire station site land lease with the Bureau of Land Management for land located at the northwest corner of Hualapai Way and El Campo Grande Avenue
3. Discussion and possible action to authorize staff to apply for a fire station site land lease with the Bureau of Land Management for land located at the southwest corner of Hualapai Way and Grand Teton Drive
4. Discussion and possible action to authorize staff to apply for a fire station site land lease with the Bureau of Land Management for land located at the southwest corner of Kyle Canyon Road and Rufus Road
5. Discussion and possible action to authorize staff to apply for a fire training center site land lease with the Bureau of Land Management for land located at the southwest corner of Lone Mountain Road and Durango Drive
6. Discussion and possible action to approve a lease agreement between the City of Las Vegas and the Urban Chamber of Commerce for 1,600 square feet of retail space in the City owned portion of Nucleus Plaza, located at 1048 W. Owens Avenue
7. Discussion and possible action to approve an amendment to the disposition and development agreement between the City of Las Vegas and Tech Center Associates in the Las Vegas Technology Center

CITIZENS PARTICIPATION

ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISIONS OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A MATTER NOT LISTED ON THE AGENDA, PLEASE CLEARLY STATE YOUR NAME AND ADDRESS. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Downtown Transportation Center, City Clerk's Board
Senior Citizens Center, 45 0 E. Bonanza
Clark County Government Center, 500 S. Grand Central Parkway
Court Clerk's Office Bulletin Board, City Hall Plaza
City Hall Plaza, Special Outside Posting Bulletin Board

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AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 9th day of **February 1999,** a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re **Real Estate Committee Meeting** to be held on the 16th day of **February, 1999,** was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Eva Cotton

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me
this 9th day of February, 1999.

Beverly K Bridges

NOTARY PUBLIC in and for
said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
No. 93-4081-1 My Appointment Expires July 25, 2001

AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the **10th day of February 1999**, at the hour of **8:00 A.M.,** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Real Estate Committee Meeting** to be held on the **16th day of February, 1999, at 3:00 P.M. in City Hall, 8th Floor Conference Room, 400 E. Stewart Avenue, Las Vegas, Nevada;** to be posted on Public Bulletin Boards at the following locations:

1. On the City Clerk's Bulletin Board at the Downtown Transportation Center;
2. Senior Citizens Center, 450 E. Bonanza Road;
3. On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (near the entrance to the Court Clerk's Office);
4. On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (in the walkway area between Metro and Municipal Court).
5. Clark County Government Center, 500 S. Grand Central Parkway (sent by fax to the County Manager's Office for posting).

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me
this 10th day of February, 1999.

NOTARY PUBLIC in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires July 25, 2001
No. 93-4081-1

ANNOTATED MINUTES
REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART AVENUE
8TH FLOOR CONFERENCE ROOM
2:00 P.M.
FEBRUARY 16, 1999

CALL TO ORDER: Councilman Adamsen called the meeting to order at 3:08 p.m.

EXCUSED: Councilman Reese

ATTENDANCE:
Arnie Adamsen, City Councilman
Ann Holland, Deputy City Manager
Terri Ponticello, Deputy City Attorney
David Roark, Manager, Office of Real Estate and Asset Management
Jeff Maresh, Director, Office of Business Development
Mike Majewski, Manager of Economic Development

MINUTES:

The Minutes of the Regular meeting of January 19, 1998 were approved by reference.

(3:08)
1-6

1. DISCUSSION AND POSSIBLE APPROVAL OF A REVOCABLE RIGHTS-OF-WAY AGREEMENT TO LEVEL 3 COMMUNICATIONS, LLC FOR PLACEMENT OF FIBER OPTIC AND RELATED EQUIPMENT IN CERTAIN PARTS OF THE CITY

David Roark requested that this item be held in abeyance to the March 1, 1999 Real Estate Committee meeting.

There was no further discussion.

Councilman Adamsen directed that Item 1 be held in abeyance to the 3/1/99 Real Estate Committee meeting.

(3:08)
1-9

2. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE STAFF TO APPLY FOR A FIRE STATION SITE LAND LEASE WITH THE BUREAU OF LAND MANAGEMENT FOR LAND LOCATED AT THE NORTHWEST CORNER OF HUALAPAI WAY AND EL CAMPO GRANDE AVENUE

David Roark stated that with the continuing growth in the northwest area a new fire station will be needed. He requested permission to make application to acquire land for a future site for this fire station.

There was no further discussion.

Councilman Adamsen recommended that Item 2 be forwarded to the Full Council with a "Do Pass" recommendation.

(3:09)
1-20

3. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE STAFF TO APPLY FOR A FIRE STATION SITE LAND LEASE WITH THE BUREAU OF LAND MANAGEMENT FOR LAND LOCATED AT THE SOUTHWEST CORNER OF HUALAPAI WAY AND GRAND TETON DRIVE

David Roark stated that this is another location for a future fire station further north from the site discussed on Item No. 2. He requested permission to file an application with BLM to acquire the land.

There was no further discussion.

Councilman Adamsen recommended that Item 3 be forwarded to the Full Council with a "Do Pass" recommendation.

(3:09)
1-42

4. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE STAFF TO APPLY FOR A FIRE STATION SITE LAND LEASE WITH THE BUREAU OF LAND MANAGEMENT FOR LAND LOCATED AT THE SOUTHWEST CORNER OF KYLE CANYON ROAD AND RUFUS ROAD

David Roark stated that like the prior items this site is located further north. Together with the Fire Department, this land was identified as a future site for another fire station. Mr. Roark requested permission to apply to the BLM for this land.

There was no further discussion.

Councilman Adamsen recommended that Item 4 be forwarded to the Full Council with a "Do Pass" recommendation.

(3:10 - 3:11)
1-49

5. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE STAFF TO APPLY FOR A FIRE TRAINING CENTER SITE LAND LEASE WITH THE BUREAU OF LAND MANAGEMENT FOR LAND LOCATED AT THE SOUTHWEST CORNER OF LONE MOUNTAIN ROAD AND DURANGO DRIVE

David Roark clarified for Councilman Adamsen that with the many future fire stations planned for the northwest, land is being reserved for the Fire Department to build and plan a second fire training center.

Councilman Adamsen noted for the record that for Items 2, 3, 4 and 5, as development encroaches out into these areas, in order for the City to be a good neighbor, it is incumbent for the City to post signs notifying potential condominium or home buyers of future City of Las Vegas Fire Department stations and training center sites. Some potential buyers might not be willing to reside near a fire station and be subjected to fire sirens, especially early in the morning. Mr. Roark agreed and noted that he would pass on this information to the Fire Department.

There was no further discussion.

Councilman Adamsen recommended that Item 5 be forwarded to the Full Council with a "Do Pass" recommendation.

(3:11 - 3:13)
1-89

6. DISCUSSION AND POSSIBLE ACTION TO APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE URBAN CHAMBER OF COMMERCE FOR 1,600 SQUARE FEET OF RETAIL SPACE IN THE CITY OWNED PORTION OF NUCLEUS PLAZA, LOCATED AT 1048 W. OWENS AVENUE

Mr. Roark explained that the City is entering into a one-year lease agreement with the Urban Chamber of Commerce located in the Nucleus Plaza. The Chamber will agree to indemnify the City and will maintain liability insurance to cover the premises.

There was no further discussion.

Councilman Adamsen recommended that Item 6 be forwarded to the Full Council with a "Do Pass" recommendation.

(3:13 - 3:14)
1-162

7. DISCUSSION AND POSSIBLE ACTION TO APPROVE AN AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND TECH CENTER ASSOCIATES IN THE LAS VEGAS TECHNOLOGY CENTER

Mike Majewski, Manager of Economic Development, stated that in June of 1989 the City entered into an agreement with Brookhollow Properties, Inc. and formed a partnership to develop 40 acres in the Tech Center. As a result of this partnership, the Tech Center has been extremely successful, developing into a substantial employment center. At this point, it is in both parties' best interest to amend the Disposition and Development Agreement (DDA) and the City shall consider the Developer's obligation under the DDA fulfilled. Councilman Adamsen noted that the partnership has been very successful in turning the area into a high technology area where people can work and live in the same area. The City needs to look for new sites and create another development such as the Tech Center, using the same sound business principles and judgments that the City learned from the last development. Mr. Majewski noted that through the end of this year almost 5,000 high-paying jobs have been created at the Tech Center.

There was no further discussion.

Councilman Adamsen recommended that Item 7 be forwarded to the Full Council with a "Do Pass" recommendation.

(3:14 -3:17)
1-185

CITIZENS PARTICIPATION:

None.

(3:17)
1-279

ADJOURNMENT:

The meeting adjourned at 3:17 p.m.

/ac

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

February 16, 1999

TO:	FROM:
COUNCILMAN ARNIE ADAMSEN COUNCILMAN GARY REESE REAL ESTATE COMMITTEE	DAVID ROARK, MANAGER REAL ESTATE & ASSET MGMT. DIVISION
SUBJECT:	**COPIES TO:**
February 16, 1999, Real Estate Committee Agenda Item/Discussion and possible action to approve a revocable rights-of-way agreement to Level 3 Communications, LLC for placement of fiber optic and related equipment in certain parts of the City.	MAYOR JAN LAVERTY JONES COUNCILMAN MICHAEL J. MCDONALD COUNCILMAN LARRY BROWN VIRGINIA VALENTINE STEVEN P. HOUCHENS ANN HOLLAND WILLIE COOK

BACKGROUND:

Level 3 is laying fiber optic cable and installing some equipment throughout the valley area for rental to other telecommunication companies. Since they are not selling to an "end-user", it does not fall within the scope of an actual franchise agreement. However, in order to use our right-of-way, they must have an agreement in place with the City, and pay the City for such use.

They will be paying the city per linear foot of usage per this agreement, providing a $250,000 bond and also providing $1,000,000 in insurance coverage, and indemnifying the City from suit.

Approximate linear footage is 410.

FISCAL IMPACT:

Approximately $500 per year.

In addition, Public Works can invoice the company for any and all expenses relating to repair of our rights-of-way.

STAFF RECOMMENDATION

The Real Estate & Asset Management Division recommends approval of this revocable rights-of-way agreement.

021699relevel3

CITY OF LAS VEGAS, NEVADA
REVOCABLE RIGHTS-OF-WAY AGREEMENT
GRANTED TO
LEVEL 3 COMMUNICATIONS

THIS RIGHTS-OF-WAY AGREEMENT (hereafter called "Agreement") is entered into this __________________, 1999, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, (hereafter called "City"), and Level 3 Communications, LLC (hereafter called "Company"), a Delaware Limited Liability Company authorized to do business in the State of Nevada.

W I T N E S S E T H :

WHEREAS, the Company, organized and existing under and by virtue of the laws of the State of Delaware, has applied to the City for permission to construct, maintain and operate fiber optic network facilities within the City's rights-of-way to provide non-subscription service (no sales to local users);

WHEREAS, the City is prepared to grant a revocable, non-exclusive right and privilege to construct, maintain and operate such facilities in certain specified streets within the City of Las Vegas; and

WHEREAS, the Company hereby attests that the Company's order granting it a Certificate of Public Convenience and Necessity from the Nevada Public Utilities Commission is labeled as Exhibit A and made a part hereof, is true and correct;

NOW, THEREFORE, in consideration of the premises and of the performance by the Company of the requirements hereinafter set forth, and subject to the following terms and conditions, the City hereby grants to the Company this Revocable Rights-of-Way Agreement, and the parties agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS. For the purpose of this Agreement, the following definitions shall apply:

(A) "Abandoned" means the automatic relinquishing of facilities to the City that occurs when any company no longer has a business license, or franchise or rights-of-way agreement, or certificate of public convenience and necessity from the Public Utilities Commission if required by the laws of the State of Nevada, or of a facility which the public utility or cable service provider has agreed to transfer to the City of Las Vegas.

(B) "Applicant" means the person who submits the completed application for a franchise or rights-of-way agreement.

(C) "Application" means all written documentation, statements, representations and warranties provided to the City, by a prospective franchisee or rights-of-way applicant, which the City is entitled to rely upon in making its determination of whether to grant or withhold a franchise or rights-of-way agreement.

(D) "Business License" means the written authorization required by the City for any person who commences, carries on, engages in, or conducts a business, occupation, trade, or employment within the City as delineated in Title 6 of the Las Vegas Municipal Code.

(E) "Manager of Real Estate and Asset Management" means the manager of the Real Estate and Asset Management Office of the City appointed by the City Manager or his/her designee.

(F) "Facility" or "Facilities" means antennae, transmitters, poles, wires, cables, conduits, amplifiers, instruments, equipment, and other appliances used in connection therewith or appurtenant thereto.

(G) "Franchise Agreement" means an agreement granting use of public rights-of way to provide Subscription Services to local Nevada consumers.

(H) "Franchisee" means the person to whom a franchise is granted, and its agents, including but not limited to contractors licensed by the State Contractors Board and providing construction, installation, or maintenance services on behalf of a franchisee on facilities located in rights-of-way.

(I) "Person" means a natural person, any form of business or social organization and any other non-governmental legal entity, including but not limited to the estate of a natural person, a corporation, partnership, association, trust, or unincorporated organization. The term "Person" does not include a government, governmental agency, or political subdivision of a government.

(J) "Public Improvement" means new roadways and pavements, sidewalks, curbs and gutters, landscaping, street lights, foundations, poles and traffic signal conduits, water mains, sanitary and storm sewers, tunnels, subways, people movers, viaducts, bridges, underpasses, and overpasses, or other public facilities across, along, over or under any street or streets, or other such improvements which are to be used by the general public.

(K) "Public Utilities Commission" means the Public Utilities Commission of the State of Nevada, and its predecessors and successors.

(L) "Right-of-Way" or "Rights-of-Way" means public property including air space dedicated to, granted to, or held or prescriptively used by the City for public purposes.

(M) "Rights-of-Way Agreement" means the non-exclusive authorization granted by the City in exchange for a rental fee to a company to construct, operate, and maintain its system in specific streets and rights-of-way as authorized routes for non-subscription service. The conditions and requirements of such authorization will be described within a Rights-of-Way Agreement for such purpose.

(N) "Street" means the surface, the air space above the surface and the area below the surface of the full width of the right-of-way, including sidewalks and thoroughfares, places or ways of any kind by the public or open to the public as a matter of right for the purpose of vehicular traffic or vehicular and pedestrian traffic.

(O) "Transfer or Assign" shall not include any mortgage, pledge, or other encumbrance of the assets, stocks, or the franchise or rights-of-way agreement of the franchisee or right-of-way agreement as security for moneys borrowed.

2. AGREEMENT DURATION, CONDITIONS AND EXTENSION

(A) This Rights-of-Way Agreement shall be non-exclusive and revocable on the terms contained herein at the reasonable discretion of the City, and unless sooner revoked shall be in force and effect from the date first written above until one year thereafter, and unless sooner revoked automatically renew each year thereafter for one year periods, up to a total of ten (10) years.

(B) This Agreement shall not be deemed to transfer any real property interest of the City in and to said described public right-of-way. The rights that are granted herein are in the nature of a permit only and are subject to termination by the City as provided for herein.

(C) This Agreement does not authorize any use of said described public right-of-way, or the airspace thereabove, other than for the construction and maintenance of the facilities that are authorized to be constructed therein, as the same are identified in "facilities" herein.

(D) All provisions of this Rights-of-Way Agreement shall be binding upon the Company, its successors, or assignees. In the event of any conflict between any provisions in the City of Las Vegas Municipal Code, as amended from time to time, and any provisions of this Rights-of-Way Agreement, the Code provision shall control; provided that, however, Company shall be entitled to terminate this Rights-of-Way Agreement in the event the amended Code materially affects the Company's rights or obligations hereunder.

(E) The Company shall not permit use by other persons of its facilities located in rights-of-way, including but not limited to the use by other persons who are required to obtain a business license, Franchise or Rights-of-Way Agreement from the City for such use, unless and until the other persons obtain such agreements or franchises. The Company shall not permit another person to install its own facilities in, on, along, above or below the Company's facilities unless and until the other persons obtain such agreements or franchises from the City.

(F) The Company is hereby licensed, during the term of this Agreement, to install, operate and maintain its facilities in the specific rights-of-way identified in the map attached hereto, labeled Exhibit C and made a part of this Agreement by reference. Prior to the effective date of this License Agreement, the Company shall provide the City with the location of the facilities the Company will install in City rights-of-way during the first 12-month period of this Agreement, which shall be incorporated in Exhibit C.

(G) The Company at its own cost and expense, shall maintain the facilities and the rights-of-way area used for such facilities in good repair and in a clean, good and safe condition at all times during the existence of this Agreement. In the event that the Company fails or refuses to maintain the facilities and rights-of-way in a manner that is satisfactory to the City and further fails or refuses to take corrective action within fifteen (15) calendar days after its receipt of written notice from the City to do so, the City, at its option, may perform or cause to be performed such repair or maintenance that it may deem necessary, and the Company shall pay the cost thereof to the City upon demand. The failure of the Company to pay the cost thereof within thirty (30) calendar days after its receipt of a written demand or invoice thereof from the City shall constitute a material breach of this Agreement.

(H) Following approval of this Agreement by the Las Vegas City Council, the Company may apply to expand its agreement to include additional rights-of-way by submitting in writing to the Manager of Real Estate and Asset Management a request to amend the Rights-of-Way Agreement. Such a request shall include a proposed amendment to the map labeled as Exhibit C, identifying rights-of-way approved in this Rights-of-Way Agreement and the expanded rights-of-way being requested. The Manager of Real Estate and Asset Management may approve a request for expansion of the agreement based on rights-of-way availability, street cut limitations, and public improvements planned in the rights-of-ways requested, if approved by the City's Department of Public Works. The company shall pay a pro-rated annual rental fee in advance for such additional proposed use of rights-of-way as described in Section 4 herein.

(I) The Company acknowledges that the Rights-of-Way Agreement is for installation of facilities in rights-of-way only, and that installation in, on, along, above or below other City property may be permitted only through separate agreement and payment of rental fees.

(J) In the event that the Company receives a franchise granted by the City to construct, maintain and operate its facilities in the rights-of-way of the City, the provisions of this Rights-of-Way Agreement shall be superseded by the terms and conditions of the franchise so granted.

3. COMPANY'S COMPLIANCE WITH LAWS AND REGULATIONS

The Company further agrees that, during the existence of this Agreement, the construction, maintenance and use of the facilities, and the use of the airspace that may be occupied thereby, shall conform in every respect to all current and subsequently enacted building and related statutes, ordinances, codes, orders, resolutions, rules and regulations. A list of Officers and Director for Company is attached hereto labeled as Exhibit B.

4. RIGHTS-OF-WAY PAYMENTS AND FEES

Upon execution of this Agreement and before any action to install the facilities, the Company shall pay to the City an annual rental fee of $1.25 for each linear foot of rights-of-way in, on, along, above or below which the Company has applied to install its facilities as set forth in Exhibit C. The annual rental fee shall be subject to annual adjustment based on a 12-month average of the All Urban Consumer Price Index (CPI-U) for the prior 12-month period being reported pursuant to Section 5 of this Agreement. It is agreed that pursuant to Exhibit C, the initial rental fee for the first year of this Agreement without further additions to the rights-of-way set forth in Exhibit C, is FIVE HUNDRED AND TWELVE DOLLARS AND FIFTY CENTS ($512.50), payable upon execution of this Agreement.

4.1 REPAIR EXPENSES INCURRED

During one (1) year after Company's installation of its facilities, the Company agrees to pay to the City any and all actual reasonable expenses incurred by the City to repair the intersections or streets affected by the Company's installations if the repair is a direct result of the Company's failure to perform its work in a workmanlike manner or in accordance with the City's specifications. The Department of Public Works shall advise the Real Estate and Asset Management Division of such cost so this amount may be invoiced. The Company agrees to remit payment to the City of Las Vegas within thirty (30) days of date of receipt of invoice.

5. RIGHTS-OF-WAY AGREEMENT REPORTING

Each year during the term of this Agreement, within thirty (30) days of the anniversary date of this Agreement, the Company shall submit a written report to the Manager of Real Estate and Asset Management which shall be deemed confidential, shall be maintained by the Manager of Real Estate and Asset Management in a confidential file, and shall be made available only to City officers and employees in the performance of their duties. In addition to any reporting requirements of the City of Las Vegas Municipal Code, the written report shall include the following information:

(A) The number of linear feet of City rights-of-way in, on, along, above or below which the Company has installed its facilities during the previous 12-month reporting period up to the anniversary date of this Agreement. The information shall include copies of any permits, maps and any other relevant information necessary to verify the number of linear feet claimed.

(B) A list of persons who used the Company's facilities in rights-of-way to provide subscription services during the previous 12-month reporting period.

(C) The location of facilities to be installed in authorized City rights-of-way, pursuant to Exhibit C, and any additions to Exhibit C during the next 12-month reporting period of the Agreement, of which the Company is aware at time of reporting.

Upon verification of the Company's report, the Manager of Real Estate and Asset Management shall issue an invoice to the Company for rental of rights-of-way in which the Company has installed its facilities and has been given permission to install facilities during the next year period at the rate per linear foot specified in Section 4. The rental fee shall be delivered to the Manager of Real Estate and Asset Management by the Company, and made payable to the City of Las Vegas, within thirty (30) days of date of receipt of invoice.

6. REVOCATION AND PENALTIES

(A) After providing notice and an opportunity for the Company to be heard and a reasonable opportunity to cure as specified in said notice, the City may impose fines or penalties upon the Company in the event it fails to cure any material breach of this Agreement or applicable provision of City of Las Vegas Municipal Code, in an amount deemed reasonably appropriate by the City, but not exceeding the amount of the security deposit established in Section 9 of this Agreement. Company may dispute any fine or penalty imposed by the City; provided that, however, Company shall notify the City in writing within thirty (30) days from the date it is notified in writing of the fine or penalty. In the event that Company disputes any fine or penalty imposed by the City pursuant to this section, the parties shall meet to discuss in good faith a possible settlement or resolution of the dispute. Any fine or penalty not disputed shall be due within thirty (30) days after receipt of written notification by City, made payable to the City of Las Vegas, and delivered to the City's Manager of Real Estate and Asset Management at the City's address indicated in Section13 of this Agreement. A late charge of five per cent (5%) of the non-disputed fine or penalty imposed shall be assessed if the fine or penalty is not paid within thirty (30) days of the written notification. If a non-disputed fine or penalty is not paid within thirty (30) days from the date of written notification, the Company hereby grants the City authorization to deduct the amount of the fine or penalty plus late charges, if any, from the security deposit provided for such purposes, pursuant to Section 9 of this Agreement and City of Las Vegas Municipal Code. If at any time the City has drawn upon such security deposit pursuant to this Section, the Company shall within thirty (30) days of notification from the Manager of Real Estate and Asset Management replenish such security deposit to the original minimum amount established in Section 9 of this Agreement.

(B) In addition to the grounds for revocation set forth in City of Las Municipal Code, this Agreement may be revoked if, after providing notice and an opportunity for the Company to be heard, and a reasonable opportunity to cure, the City finds that the Company failed to make payment of any non-disputed fine or penalty due under this Agreement or to comply with any other material provision of this Agreement.

(C) Additionally, the City may terminate this Agreement and order the removal of the facilities upon at least one hundred twenty (120) calendar days' written notice if the City reasonably determines, in the exercise of its duties and powers by the City, that the license that is provided for herein is inconsistent with any future need by the City for the unobstructed use of the right-of-way or for expansion thereof for public improvement projects.

(D) Any termination hereunder shall be effective on the date that is specified in the notice if termination. By or before the effective date of such termination, the Owner shall discontinue the use and if determined necessary by the City, commence removal of the facilities. The removal of the facilities shall be at the Company's expense and shall be completed in a manner satisfactory to the City, within 6 months after the Company's receipt of the notice of such termination.

(E) If the Company fails to remove the facilities in a satisfactory and timely manner, the City shall have the right to cause the removal thereof at the Company's expense. The Company shall pay the costs of such removal within thirty (30) calendar days after its receipt of written demand therefor from the City.

(F) Any termination of this Agreement shall not terminate the Company's obligation to the City pursuant to Sections 8 and 9 below, which shall remain in effect.

7. TRANSFERS AND ASSIGNMENTS

Transfer, assignment or assignment of control of this Rights-of-Way Agreement shall be subject to the express written approval of the City; provided that, however, Company shall be entitled to assign this Agreement to an affiliate which shall include any partnership, corporation, or other legal entity that controls, is controlled by, or under common control with Company by providing advance written notice to City.

8. INDEMNIFICATION

(A) The Company hereby agrees to protect, indemnify and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which the City, its officers, employees or agents, may suffer or which may be sought against, or are recovered or obtainable from the City, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Company or its employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the Company, its employees, contractors, subcontractors or agents in the performance of this Agreement.

(B) In connection with Section 8(A), the Company expressly agrees, at its sole cost and expense, to defend the City, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise of the Company, against which the Company has agreed to indemnify the City, its officers, employees and agents. If the Company fails so to do, the City shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Company.

9. INSURANCE AND SECURITY FOR PERFORMANCE

(A) The Company shall, at its sole cost and expense, obtain and maintain bodily injury liability insurance with respect to the construction, maintenance and use of the facilities in the City's rights-of-way and any and all improvements thereon in the amount of One Million and No/100ths Dollars ($1,000,000.00) for the injury to or the death of any one person, and Three Million and No/100ths Dollars ($3,000,000.00) for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million and No/100ths Dollars ($1,000,000.00) which coverages shall be maintained throughout the existence of this Agreement. As a condition to this Rights-of-Way Agreement continuing in force and effect, the Company shall submit to the City a certificate of insurance which evidences the above-required coverages and names the City as an additional insured party. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for the Company and the City. The insurance coverage shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to the City. All policies of insurance, or certificates of insurance which evidence the insurance coverage's required hereby, shall contain a provision that the same shall not be canceled or modified in any material effect unless and until thirty (30) days written notice of such cancellations or modification has been provided to the City.

(B) The Company shall provide to the Manager of Real Estate and Asset Management security for performance of this Agreement a performance bond in the amount of two hundred fifty thousand dollars ($250,000.00). Licensee hereby grants the City authorization to deduct and to retain from such performance bond, late rental fees, together with assessed fines, or penalties and late charges, if any, pursuant to Section 6 of this Agreement. The amount of this performance bond shall be reduced to fifty thousand dollars ($50,000.00) one (1) year after the execution of this Rights-of-Way License Agreement; provided that, however, all construction by Company has been completed within that one (1) year period, to City's specifications.

10. RIGHTS RESERVED TO CITY

The City does hereby expressly reserve its rights, powers, and authorities pursuant to City of Las Vegas Municipal Code and as it may be amended. Subject to Section 2(D) of this Agreement, the City expressly reserves the right to amend this Rights-of-Way Agreement by amendment to the City of Las Vegas Municipal Code to the maximum extent permitted by law.

11. SEVERABILITY

If any provision, section, paragraph, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this Agreement. It is the intent of the City in approving this Agreement that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any other portion or provision, and to this end all provisions of this Agreement are declared to be severable.

12. GIFTS

No officer or employee of the Company shall offer to any officer or employee of the City, either directly or indirectly, any rebate, contribution, gift, money, service without charge, or other thing of value whatsoever, except where given to and for the use and benefit of the City.

13. NOTICE

All notices shall be sent to the City or the Company at the addresses indicated below. The Company shall notify the City's Manager of Real Estate and Asset Management of any change of address within ten (10) working days of such occurrence. Failure to provide notification, and any resulting delay in receipt of notice, shall not excuse the Company from any obligation imposed by this Agreement, nor shall it serve as cause for reduction or removal of any restriction, fine or penalty imposed by the City.

CITY OF LAS VEGAS:
Real Estate and Asset
Management Division
314 Las Vegas Blvd. North
Las Vegas, NV 89101
(702) 229-6923

COMPANY:
Level 3 Communications, LLC
Director, Network Development
14023 Denver West Parkway, 1st Flr.
Golden, CO 80401
(303) 215-8500

Copy To:

City Attorney
400 E. Stewart Ave. 9th Floor
Las Vegas, NV 89101

Level 3 Communications, LLC
Attn.: General Counsel
3555 Farnam Street, Suite 200
Omaha, NE 68131

...
...
...

14. PARAGRAPH HEADINGS

The paragraph headings which appear herein are for convenience of reference only and shall not be construed as defining, limiting or extending the scope or intent of the paragraphs to which they pertain.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

This Agreement is hereby ratified and approved by the City of Las Vegas through the Las Vegas City Council this ______ day of ________________, 1999.

CITY OF LAS VEGAS

By________________________________
JAN LAVERTY JONES, MAYOR

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 2-8-99
By: DATE

LEVEL 3 COMMUNICATIONS, LLC

By________________________________
NAME/TITLE

EXHIBIT A

Certificate of Public
Convenience and Necessity

• See Next 3 Pages •

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

In Re Application of LEVEL 3 COMMUNICATIONS, LLC for a Certificate of Public Convenience and Necessity to operate as a reseller of local and long distance telecommunications services within the State of Nevada.	)	Docket No. 98-9028

At a general session of the Public Utilities Commission of Nevada, held at its offices on October 29, 1998.

PRESENT: Chairman Judy M. Sheldrew
Commissioner Timothy Hay
Commissioner Lucy A. Stewart
Commission Secretary Jeanne Reynolds

ORDER

The Public Utilities Commission of Nevada ("Commission") makes the following findings of fact and conclusions of law:

1. On September 14, 1998, Level 3 Communications, LLC ("Applicant") filed an application designated as Docket No. 98-9028, with the Commission, seeking authority to provide competitive basic services and interexchange services within the State of Nevada.

2. This application comes within the purview of the Commission's jurisdiction pursuant to the provisions of NRS 704.330.

3. The Commission issued a public notice of this application in accordance with State law and the Commission's Rules of Practice and Procedure. No protests were filed pursuant to this public notice. In accordance with the provisions of NRS 704.370, the Commission may dispense with a hearing under these circumstances.

4. The Regulatory Operations Staff of the Commission ("Staff") has completed its review of this application. Staff recommends that the application be granted and that the

Applicant be issued a Certificate of Public Convenience and Necessity authorizing it to operate as a competitive provider of facilities-based and resold local and long distance telecommunications services within the State of Nevada.

5. Applicant possesses the necessary technical capability to provide the service it has proposed in its application.

6. It is in the public interest to grant this application and issue a Certificate of Public Convenience and Necessity to the Applicant.

Therefore, based upon the foregoing findings and conclusions, it is hereby ORDERED that:

1. The application of Level 3 Communications, LLC, designated as Docket No. 98-9028, is GRANTED.

2. The Commission Secretary is AUTHORIZED to issue to Level 3 Communications, LLC a Certificate of Public Convenience and Necessity authorizing it to operate as a competitive provider of facilities-based and resold local and long distance telecommunications services within the State of Nevada.

3. The Commission retains jurisdiction for the purpose of correcting any errors which may have occurred in the drafting or issuance of this Order.

By the Commission,

Jeanne Reynolds

JEANNE REYNOLDS, Commission Secretary

Dated: Carson City, Nevada

11-12-98

(SEAL)

PUBLIC UTILITIES COMMISSION OF NEVADA

PUC

PUBLIC UTILITIES COMMISSION OF NEVADA

ORDER

and

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

LEVEL 3 COMMUNICATIONS, LLC

CPC 2384
Docket No. 98-9028

The Public Utilities Commission of Nevada finds that, pursuant to the Order which the Commission voted to issue on October 29, 1998, LEVEL 3 COMMUNICATIONS, LLC is authorized to operate as a competitive provider of facilities-based and resold local and long distance telecommunications services within the State of Nevada.

IT IS ORDERED that LEVEL 3 COMMUNICATIONS, LLC is hereby granted this Certificate of Public Convenience and Necessity as evidence of its authority to operate as a competitive provider of facilities-based and resold local and long distance telecommunications services within the State of Nevada, subject to all applicable provisions of the Nevada Revised Statutes, all applicable rules, regulations and orders of the Commission, and such terms, conditions and limitations as are now or may hereafter be attached to the exercise of the privileges granted to the utility.

IT IS FURTHER ORDERED that as a condition of this Certificate, LEVEL 3 COMMUNICATIONS, LLC shall render reasonably continuous and adequate service to the public within its service area and in pursuance of the authority granted, that nothing contained herein shall be construed to create a franchise or to constitute the grant of an irrevocable Certificate, and that failure to comply with all applicable provisions of the Nevada Revised Statutes, all applicable rules, regulations and orders of the Commission, and any applicable terms, conditions and limitations attached to the granted privileges shall comprise sufficient grounds for the suspension or revocation of this Certificate.

IT IS FURTHER ORDERED that this authority shall not be sold or transferred without the Commission's prior approval.

IT IS FURTHER ORDERED that the Commission retain jurisdiction for the purpose of correcting any errors which may have occurred in the drafting or issuance of this Certificate and Order.

By the Commission,

JUDY M. SHELDREW, Chairman

Attest.

JEANNE REYNOLDS, Commission Secretary

Dated: Carson City, Nevada

11-16-98

(SEAL)

EXHIBIT B

Officers and Directors

• See Next 2 Pages •

LEVEL 3 COMMUNICATIONS, INC.

Title	Name
Chairman	Walter Scott, Jr.
President and Chief Executive Officer	James Q. Crowe
Executive Vice President and Chief Financial Officer	R. Douglas Bradbury
Executive Vice President	Kevin O'Hara
Senior Vice President, General Counsel and Secretary	Terrence J. Ferguson
Senior Vice President	Michael Frank
Senior Vice President	Joseph M. Howell, III
Senior Vice President	Ronald J. Vidal
Vice President, Assistant General Counsel, and Assistant Secretary	Neil J. Eckstein
Vice President	Steven L. George
Vice President and Assistant Secretary	Matthew J. Johnson
Vice President	Robert J. Ludvik
Vice President	Julie M. Stangl
Controller	Eric J. Mortensen

Directors

R. Douglas Bradbury[1]
James Q. Crowe[1]
Robert B. Daugherty
William L. Grewcock[2]
Charles M. Harper
Richard R. Jaros[3]
Robert E. Julian[2]
David C. McCourt[2,3]
Walter Scott, Jr. (Chairman)[1]
Kenneth E. Stinson[1]

---

[1] Executive Committee Member

[2] Audit Committee Member
[3] Compensation Committee Member

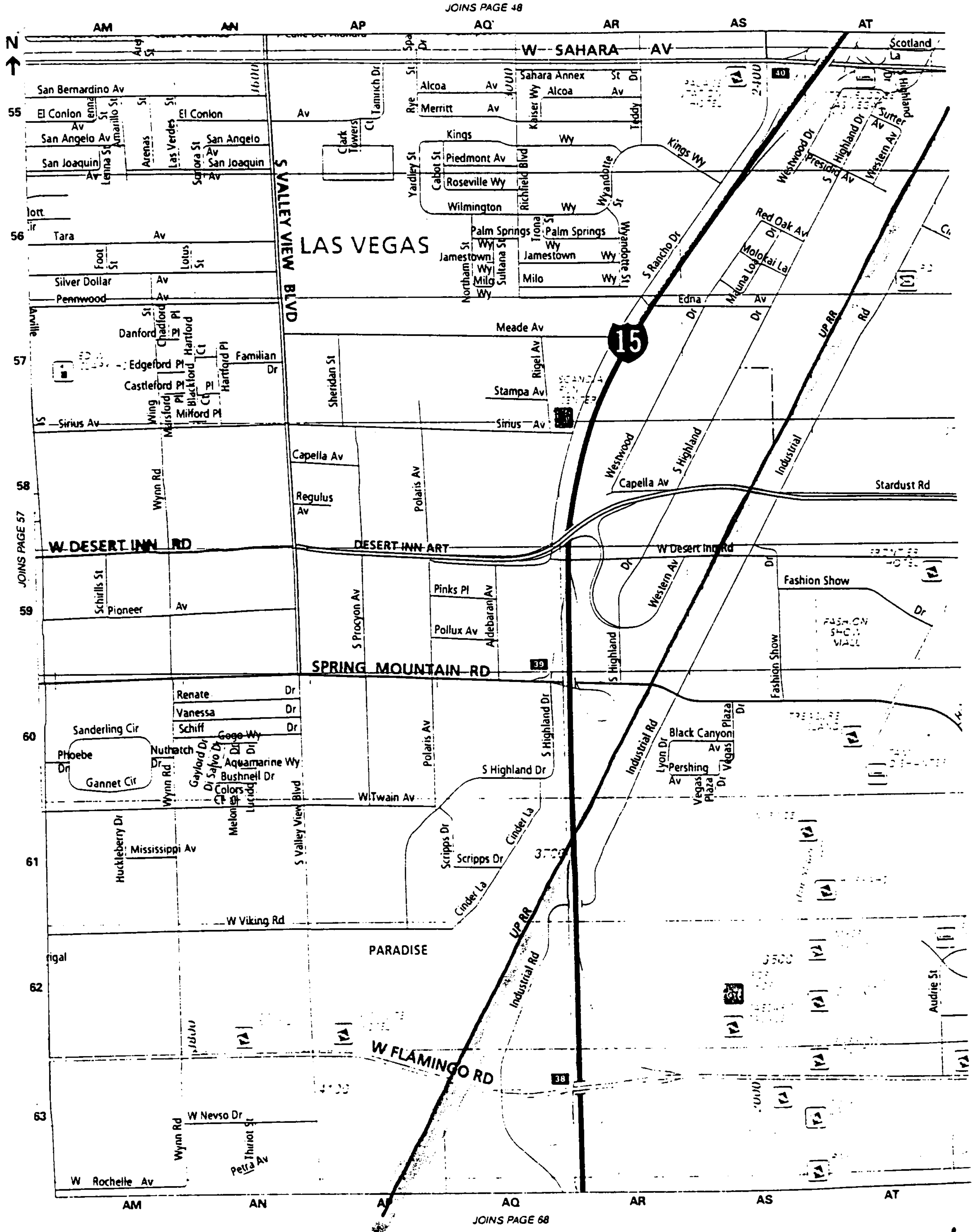
LEVEL 3 COMMUNICATIONS, LLC

Name	Title
James Q. Crowe	Chief Executive Officer (Omaha)
Kevin J. O'Hara	President and Chief Operating Officer (Louisville)
R. Douglas Bradbury	Executive Vice President, Chief Financial Officer and Treasurer (Lousiville)
Colin V.K. Williams	Executive Vice President (London)
Thomas C. Stortz	Senior Vice President, General Counsel and Secretary (Omaha)
Terrence J. Ferguson	Senior Vice President (Omaha)
Daniel Caruso	Senior Vice President (Louisville)
Michael Frank	Senior Vice President (Omaha)
Michael Jones	Senior Vice President (Louisville)
Mark L. Gershien	Senior Vice President (Louisville)
Thomas Sweeney	Senior Vice President, Marketing (Louisville)
Neil J. Eckstein	Vice President, Assistant General Counsel and Assistant Secretary (Louisville)
Matthew J. Johnson	Vice President and Assistant Secretary (Omaha)
Mitchell Moore	Vice President (Louisville)
Eric J. Moretensen	Controller (Westminster)
Brian Hedlund	Assistant (Westminster)

EXHIBIT C

Map of Route

• See Next 3 Pages •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W FLAMINGO RD
PARADISE
Stardust Rd
Fashion Show Dr
Industrial Rd
UP RR
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Silver Dollar Av
Pennwood Av
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W Viking Rd
W Nevso Dr
W Rochelle Av
LV

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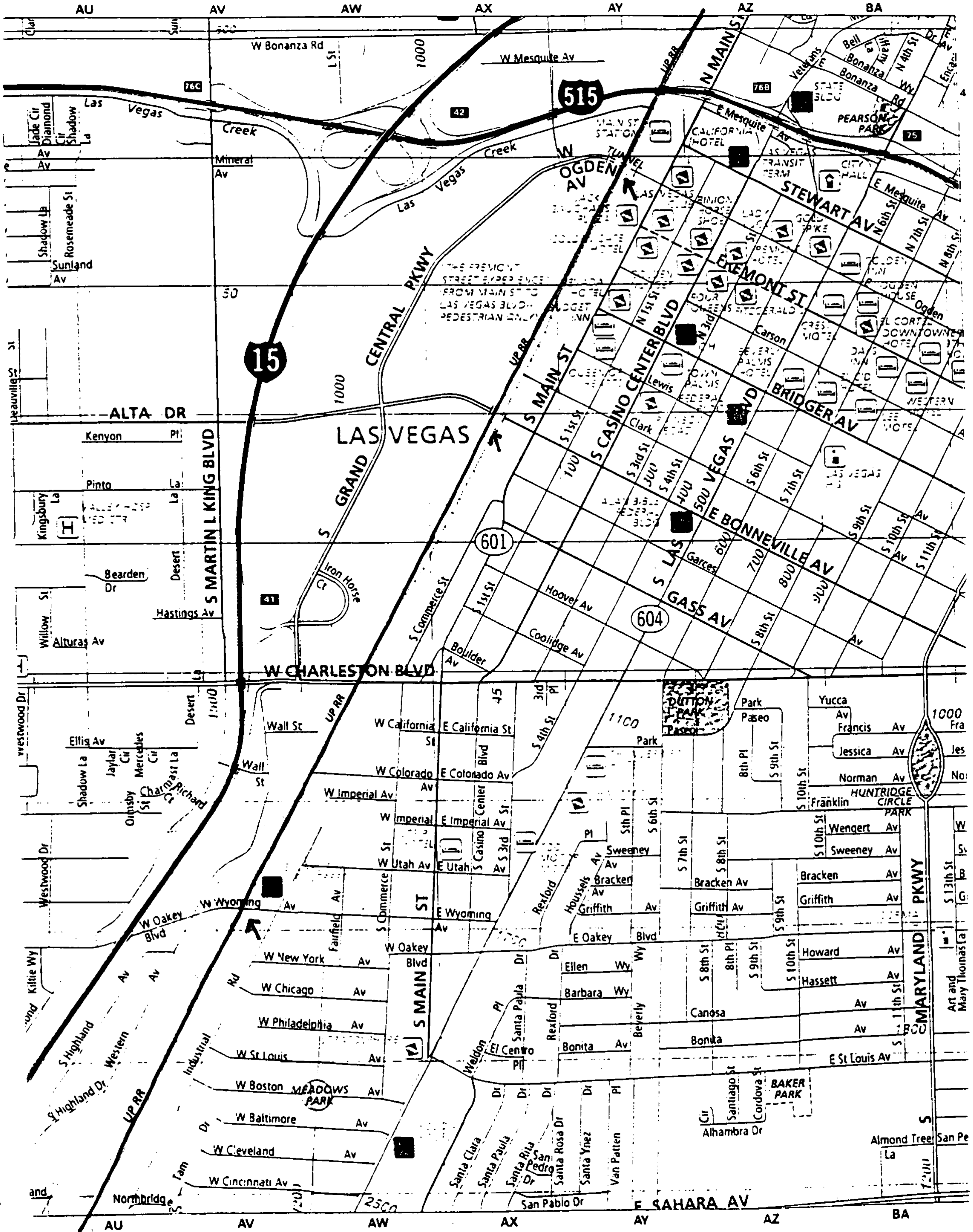

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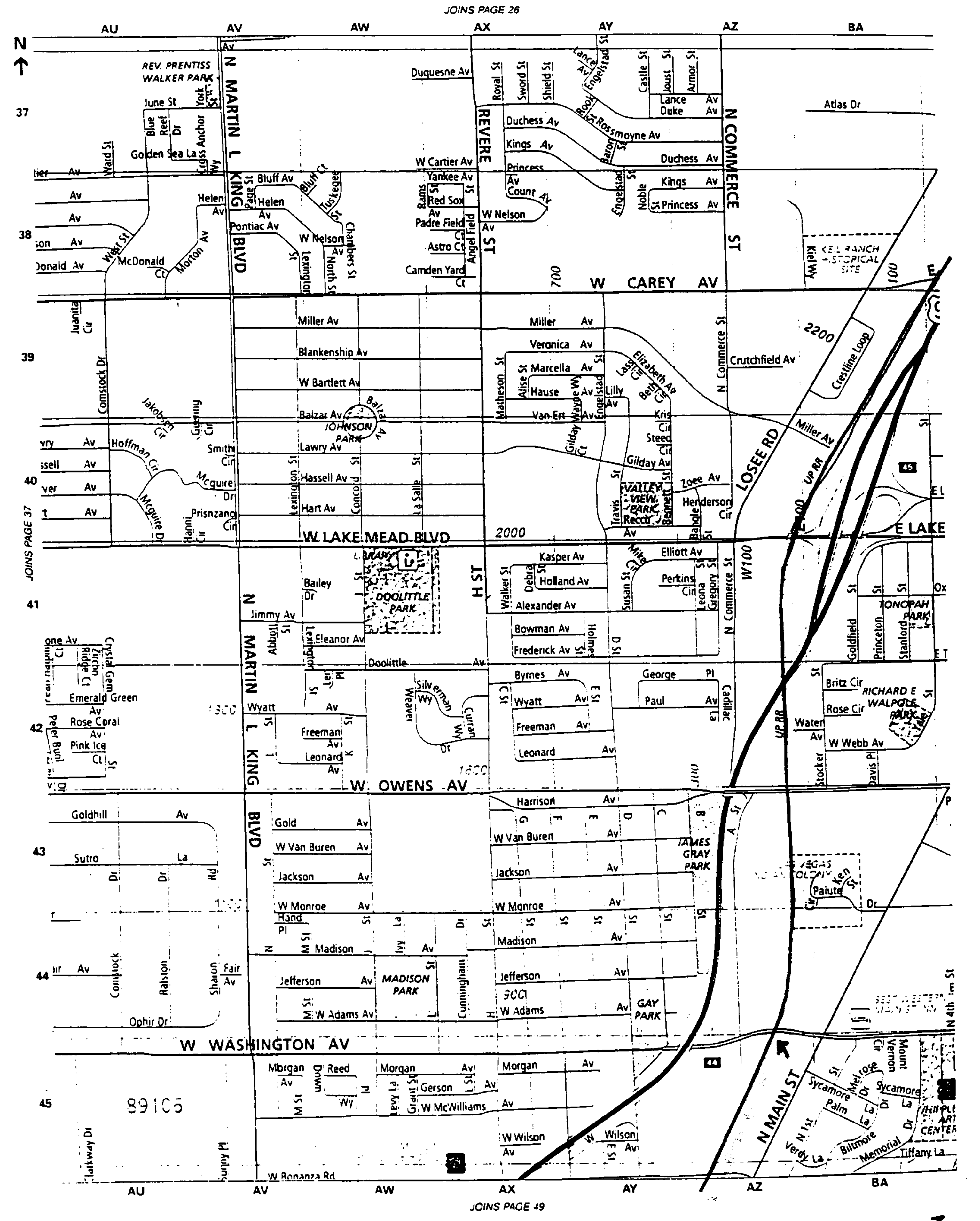


LV 3

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

February 16, 1999

TO:	**FROM:**
COUNCILMAN ARNIE ADAMSEN COUNCILMAN GARY REESE REAL ESTATE COMMITTEE	DAVID ROARK, MANAGER REAL ESTATE & ASSET MGMT. DIVISION
SUBJECT:	**COPIES TO:**
February 16, 1999, Real Estate Committee Agenda Item/Discussion and possible action to authorize staff to apply for a fire station site land lease with the Bureau of Land Management for land located at the northwest corner of Hualapai Way and El Campo Grande Avenue	MAYOR JAN LAVERTY JONES COUNCILMAN MICHAEL J. MCDONALD COUNCILMAN LARRY BROWN VIRGINIA VALENTINE STEVEN P. HOUCHENS ANN HOLLAND WILLIE COOK

BACKGROUND:

In an effort to provide a site for Fire Services to build a new fire station that will be referred to as Fire Station 6 where actual growth has occurred, City staff desires to make application for subject land in the northwest portion of the City.

The application encompasses an area of approximately five (5) acres.

FISCAL IMPACT:

$100 filing fee.

STAFF RECOMMENDATION:

The Real Estate & Asset Management Division recommends approval of this land lease application.

021699reblmfirehualapaielcampo

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

February 16, 1999

TO:	**FROM:**
COUNCILMAN ARNIE ADAMSEN COUNCILMAN GARY REESE REAL ESTATE COMMITTEE	DAVID ROARK, MANAGER REAL ESTATE & ASSET MGMT. DIVISION
SUBJECT:	**COPIES TO:**
February 16, 1999, Real Estate Committee Agenda Item/Discussion and possible action to authorize staff to apply for a fire station site land lease with the Bureau of Land Management for land located at the southwest corner of Hualapai Way and Grand Teton Drive	MAYOR JAN LAVERTY JONES COUNCILMAN MICHAEL J. MCDONALD COUNCILMAN LARRY BROWN VIRGINIA VALENTINE STEVEN P. HOUCHENS ANN HOLLAND WILLIE COOK

BACKGROUND:

In an effort to provide a site for Fire Services to build a new fire station that will be referred to as Fire Station H where growth will be occurring, City staff desires to make application for subject land in the northwest portion of the City.

The application encompasses an area of approximately ten (10) acres.

FISCAL IMPACT:

$100 filing fee.

STAFF RECOMMENDATION:

The Real Estate & Asset Management Division recommends approval of this land lease application.

021699reblmfirehualapaigrandteton

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

February 16, 1999

TO:	**FROM:**
COUNCILMAN ARNIE ADAMSEN COUNCILMAN GARY REESE REAL ESTATE COMMITTEE	DAVID ROARK, MANAGER REAL ESTATE & ASSET MGMT. DIVISION
SUBJECT:	**COPIES TO:**
February 16, 1999, Real Estate Committee Agenda Item/Discussion and possible action to authorize staff to apply for a fire station site land lease with the Bureau of Land Management for land located at the southwest corner of Kyle Canyon Road and Rufus Road	MAYOR JAN LAVERTY JONES COUNCILMAN MICHAEL J. MCDONALD COUNCILMAN LARRY BROWN VIRGINIA VALENTINE STEVEN P. HOUCHENS ANN HOLLAND WILLIE COOK

BACKGROUND:

In an effort to provide a site for Fire Services to build a new fire station that will be referred to as Fire Station I where growth will be occurring, City staff desires to make application for subject land in the northwest portion of the City.

The application encompasses an area of approximately ten (10) acres.

FISCAL IMPACT:

$100 filing fee.

STAFF RECOMMENDATION:

The Real Estate & Asset Management Division recommends approval of this land lease agreement.

021699reblmfirekylerufus

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

February 16, 1999

TO:	**FROM:**
COUNCILMAN ARNIE ADAMSEN COUNCILMAN GARY REESE REAL ESTATE COMMITTEE	DAVID ROARK, MANAGER REAL ESTATE & ASSET MGMT. DIVISION
SUBJECT:	**COPIES TO:**
February 16, 1999, Real Estate Committee Agenda Item/Discussion and possible action to authorize staff to apply for a fire training center site land lease with the Bureau of Land Management for land located at the southwest corner of Lone Mountain Road and Durango Drive	MAYOR JAN LAVERTY JONES COUNCILMAN MICHAEL J. MCDONALD COUNCILMAN LARRY BROWN VIRGINIA VALENTINE STEVEN P. HOUCHENS ANN HOLLAND WILLIE COOK

BACKGROUND:

In an effort to provide a site for Fire Services to build a second fire training center to be referred to as the Fire Training Center West near what will shortly become the center of population for the City, staff desires to make application for subject land in the northwest portion of the City.

The application encompasses an area of approximately forty (40) acres.

FISCAL IMPACT:

$100 filing fee.

STAFF RECOMMENDATION:

The Real Estate & Asset Management Division recommends approval of this land lease application.

021699reblmfirelonedurango

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

February 16, 1999

TO:

COUNCILMAN ARNIE ADAMSEN
COUNCILMAN GARY REESE
REAL ESTATE COMMITTEE

FROM:

DAVID ROARK, MANAGER
REAL ESTATE & ASSET MGMT. DIVISION

SUBJECT:

February 16, 1999, Real Estate Committee Agenda Item/Discussion and possible action to approve a lease agreement between the City of Las Vegas and the Urban Chamber of Commerce for 1,600 square feet of retail space in the City owned portion of Nucleus Plaza, located at 1048 W. Owens Avenue

COPIES TO:

MAYOR JAN LAVERTY JONES
COUNCILMAN MICHAEL J. MCDONALD
COUNCILMAN LARRY BROWN
VIRGINIA VALENTINE
STEVEN P. HOUCHENS
ANN HOLLAND
WILLIE COOK

BACKGROUND:

The Urban Chamber of Commerce, formally the Nevada Black Chamber of Commerce, has occupied 1,600 square feet of retail space at Nucleus Plaza since January 1, 1980. They currently conduct their non-profit venture, which supports and encourages the local business community emphasizing African-American owned business.

The term of the lease is for a one (1) year period, with the ability to terminate for any reason. Per Neighborhood Services recommendation, the Chamber agrees to pay the City a total of one dollar ($1.00) per month for use of the premises. The Chamber will also agree to indemnify the City and will maintain liability insurance to cover the premises.

FISCAL IMPACT:

$12 a year.

STAFF RECOMMENDATION:

The Real Estate & Asset Management Division recommends approval of the lease agreement.

021699reuurbancoc

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this ____day of ________, _______ by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "Landlord"), and URBAN CHAMBER OF COMMERCE, a Nevada nonprofit corporation, (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, the Tenant is interested in continuing to operate a local business community center with related activities for non-profit; and

WHEREAS, Landlord is the owner of certain real property located at 1048 West Owens Avenue, Las Vegas, Nevada, and commonly known and referred to as Nucleus Plaza Shopping Center; and

WHEREAS, the Tenant is currently occupying and is desirous to continue occupying the Landlords real property by leasing space at Nucleus Plaza Shopping Center to operate its non-profit business which supports and encourages the local business community under the terms, conditions, and covenants hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1 . <u>PREMISES.</u>

In consideration of the rents, covenants and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord certain commercial space comprising One thousand six hundred (1,600) square feet located in the City of Las Vegas, County of Clark, State of Nevada, located at 1048 West Owens Avenue ("Premises") in Nucleus Plaza Shopping Center ("Shopping Center"), delineated on Exhibit "A" attached hereto and by this reference made a part of this Lease Agreement.

2. <u>TERM.</u>

2.1. <u>Length of Term</u>. The term of this Lease shall be on a year to year basis beginning on the Commencement Date as hereinafter defined. This Lease Agreement may be terminated with or without cause by either party providing the other 30-day advance written notice of its intent to terminate. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the Month in which the 30 day notification period ends. For example, if notification is provided on the 5th day of July, the Lease Agreement terminates on August 31st of that same year.

2.2. <u>Commencement Date.</u> The Commencement Date for this Lease Agreement will begin on the date first above written.

2.3 Execution Date. The Execution Date for this Lease Agreement is the date on which both parties have signed the agreement.

3. RENT.

3.1 Tenant agrees to pay to Landlord, at such place as Landlord may designate, without prior demand therefor and without any deduction or set off whatsoever, except as provided herein, the Base Rental Payment of One Dollar ($1.00) per month.

3.2 Tenant agrees that any and all work, repair or maintenance required and/or performed under Section 10 (Maintenance) is considered Supplement Rent in addition to the Base Rental Payment.

4. This section intentionally omitted.

5. CHANGES TO SHOPPING CENTER.

Landlord hereby reserves the right at any time to make changes, alterations or additions, including the building and leasing of additional commercial space, in or on the building in which the Premises are contained, anywhere in the Shopping Center.

6. USE.

Tenant shall use the Premises solely for the purpose of conducting its business, which is expressly limited to: supporting and encouraging the local business community and related services. Said business shall be operated under the trade name: Urban Chamber of Commerce. Tenant shall not use or permit the Premises to be used for any other purpose or purposes except with the prior written consent of Landlord.

7. CONTINUOUS OPERATION.

Tenant covenants to operate its business at the Premises continuously during the entire term of this Lease. Tenant shall keep on the Premises at all times sufficient personnel to service the usual and ordinary demands and requirements of its customers. Tenant shall conduct its business on the Premises during the regular customary days and hours of such type of business in the city or trade area in which the Shopping Center is located, and may conduct such business on any other days or times it deems appropriate.

8. LAWS, WASTE, NUISANCE .

Tenant covenants that it: (a) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (b) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (c) shall not suffer, permit or commit any waste.

9. SIGNS. AWNINGS AND CANOPIES.

9.1. Tenant shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises, or elsewhere in the Shopping Center, any sign, awning, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising material, or other things as may be approved in good condition and repair at all times. Landlord may, at Tenant's cost, remove any item erected in violation of this Section.

9.2. Uniform Signs. Landlord shall have the right to compel Tenant to purchase or lease, a facia sign for the front of Tenant's premises. Said sign shall be consistent with other signs in the Shopping Center. Landlord shall have the sole right to designate the style of said sign, materials for construction of said sign and the style and manner of lettering and lighting of said sign.

10. MAINTENANCE .

10.1. Maintenance by Tenant. Tenant shall keep all portions of the Premises including but not limited to the foundations, windows, doors, plate glass or the interior surfaces of exterior walls, exterior walls and roof of the Premises (including painting the exterior surface of the exterior walls) and all components of electrical, mechanical, plumbing, heating and air conditioning systems and facilities located in the Premises which are concealed, structural, nonstructural, interior, systems, interior repainting and refinishing in good order, condition and repair. If any portion of the Premises or any system or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired or restored, Tenant shall promptly replace such portion of the Premises or system or equipment in the Premises, regardless of whether the benefit of such replacement extends beyond the Lease Term; but if the benefit or useful life of such replacement extends beyond the Lease Term (as such term may be extended by exercise of any options, the useful life of such replacement shall be prorated over the remaining portion of the Lease Term (as extended), and Tenant shall be liable only for that portion of the cost which is applicable to the Lease Term (as extended). If any part of the Premises or the Project is damaged by any act or omission of Tenant, Tenant shall pay Landlord the cost of repairing or replacing such damaged property, whether or not Landlord would otherwise be obligated to pay the cost of maintaining or repairing such property. It is the intention of Landlord and Tenant that at all times Tenant shall maintain the portions of the Premises which Tenant is obligated to maintain in an attractive, first-class and fully operative condition.

10.2. Tenant shall fulfill all of Tenant's obligations under this Section 10.1 at Tenant's sole expense. If Tenant fails to maintain, repair or replace the Property as required by this Section 10.1, Landlord may, upon ten (10) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair immediately upon demand.

11. ALTERATIONS.

11. 1. Tenant Alterations and Improvement. Tenant shall not make or cause to be made any alterations, additions or improvements or install interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any changes to the store front, without first obtaining Landlord's written approval. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. In the event Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with the laws or ordinances relating thereto. In performing the work or any such alterations, additions or changes Tenant shall have the same performed in such a manner as not to obstruct access to any portion of the Shopping Center. Any alterations, additions, or improvements to or of the Premises, including, but not limited to, wall covering, paneling, but excepting built-in cabinet work movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises unless Landlord otherwise elects at the end of the term hereof.

12. MECHANIC'S LIEN.

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Landlord.

13. UTILITIES.

Landlord shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Shopping Center unless occasioned by Landlord's acts or omissions. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord, Tenant shall be solely responsible for and shall promptly pay all charges for use or consumption for heat, sewer, water, gas, electricity, or any other utility services. Should Landlord elect to supply any utility services, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates charged by the utility furnishing the same.

14. COMMON AREAS.

14. 1. Revocable License. All common areas in the Shopping Center which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license, and if any such license be revoked or if the amount of such areas be changed or diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction. All common areas and other facilities in or about the Shopping Center shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangement of parking areas and other facilities; to restrict parking by tenants, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas of facilities to discourage non-customer parking. Landlord shall operate and maintain the common areas in such manner as Landlord in its discretion shall determine, shall have full right and authority to employ and discharge all personnel with respect thereto, and shall have the right through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the common areas in order that the same may occur in a proper and orderly fashion.

15. ASSIGNMENT .

15.1. Assignment Prohibited. Tenant shall not transfer, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease. In the event that Tenant hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty nine percent (49%) shall be deemed an assignment within the meaning of this Section.

15.2. Consent Require . Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

15.3. Landlord's Right in Event of Assignment. If this Lease is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than Tenant, Landlord may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subleasing, or other transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as the Tenant hereunder or a release of Tenant from the further performance of all of the covenants and obligations of Tenant herein contained. In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay to landlord reasonable fees, not to exceed $100.00, incurred in connection with processing documents necessary to the giving of such consent.

16. INDEMNITY.

(A) Tenant shall indemnify Landlord and save harmless from and against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, or concessionaires.

(B) Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures, or other personal property or to Tenant's business, including any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining space.

(C) Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

(D) In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

(E) In case Tenant shall without fault on its part be made a party to any litigation commenced by or against Landlord, then Landlord shall protect and hold Tenant harmless and shall pay all costs, expenses, and reasonably attorneys' fees.

17. INSURANCE.

17.1. At all times during its occupancy of the Premises, Tenant shall, at its sole cost and expense, obtain and maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100ths Dollars ($1,000,000.00) for the injury to or the death of any one person, and Two Million and No/100ths Dollars ($2,000,000.00) for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million and No/100ths Dollars ($1,000,000.00). As a condition to this Lease continuing in force and effect, Tenant shall submit to Landlord a certificate of insurance which evidences the above required coverages and names

Landlord as an additional insured party. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Landlord and Tenant. The insurance coverage shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to Landlord. All policies of insurance, or certificates of insurance which evidence the insurance coverages required hereby, shall contain a provision that the same shall not be canceled or modified in any material effect unless and until thirty (30) days written notice of such cancellation or modification has been provided to Landlord.

18. DESTRUCTION.

18.1. Landlord's Remedies. If the Premises shall be partially damaged by any casualty insured against under Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the minimum rent shall be abated proportionately as to that portion of the Premises rendered untenantable. Notwithstanding the foregoing, if; (a) the Premises by reason of such occurrence are rendered wholly untenantable, or (b) the Premises should be damaged as a result of a risk which is not covered by Landlord's insurance, or (c) the Premises or the building of which it is a part, whether the Premises are damaged or not, or all of the buildings which then comprise the Shopping Center, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) any or all of the buildings or common areas of the Shopping Center are damaged, whether or not the Premises are damaged, to such an extent that the Shopping Center cannot in the sole judgment of Landlord be operated as an integral unit, then and in any such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the Premises to Landlord. Tenants liability for rent upon the termination of this Lease shall cease as of the date following Landlord's giving notice of cancellation. Nothing in this Section shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Lease is terminated by Landlord or Tenant, Tenant shall repair and re-fixture the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

18.2. Tenant's Remedies. The Tenant may, notwithstanding the foregoing, terminate this Lease Agreement effective immediately on the date of written notice to Landlord in the event of the occurrence of the events in item 18. 1 (a) above or upon thirty (30) days advance written notice to Landlord in the event of one or more of the occurrences in items 18. 1(b) and (c). If Tenant shall terminate this Lease Agreement, it shall have no further obligation to pay rent or be obligated to make any other payments to Landlord or perform any other term and condition of said Lease Agreement other than remove it's personal property in accordance with the terms herein upon the effective date of the written notice of termination. Tenant shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of Lease Agreement.

19. CONDEMNATION.

19.1. Total Condemnation. If the whole of the Premises shall be acquired or taken by condemnation proceeding, then this Lease shall cease and terminate as of the date of title vesting in such proceeding.

19.2. Partial Condemnation. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant (except for the amount of floor space), then this Lease shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the rent shall be reduced in the same proportion that the floor area of the Premises (including basement, if any) taken bears to the original floor area demised and Landlord shall, upon receipt of the award in condemnation, make all necessary repair or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord in any event be required to expend for such work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. "Amount received by Landlord" shall mean that part of the award in condemnation which is free and clear to Landlord of any collection by mortgage lenders for the value of the diminished fee.

19.3. Landlord's Option to Terminate. If more than twenty percent (20%) of the floor area of the building in which the Premises are located shall be taken as aforesaid, Landlord may, by written notice to Tenant, terminate this Lease. If this Lease is terminated as provided in this subsection, rent shall be paid up to the date that possession is taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

19.4. Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the leasehold or to the fee, although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemnor, but not from the Landlord, such compensation as may be recoverable by Tenant in its own right for damages to Tenant' s business and fixtures.

19.5. Definition. As used in this Section the term "condemnation proceeding" means any action or proceeding in which any interest in the Premises is taken for any public or quasi- public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof

20. EVENTS OF DEFAULT REMEDIES.

20.1. Default by Tenant . Upon the occurrence of any of the following events, Landlord shall have the remedies set forth in Section 20.2:

(A) Tenant fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.

(B) Tenant fails to perform any other term, condition or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Tenant by Landlord.

(C) Tenant or its agent shall falsify any report required to be furnished to Landlord hereunder.

(D) Tenant shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

(E) Tenant violates either Section 7 or Section 16.

20.2. Remedies. Upon the occurrence of the events set forth in Section 20. 1, Landlord shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

(A) Immediately reenter and remove all persons and property from the Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, Tenant, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such reentry of taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant. No such action by Landlord shall be considered or construed to be a forcible entry.

(B) Collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be kept or performed.

(C) Terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises. Should Landlord terminate this Lease, it may recover from Tenant all damages it may incur by reason of Tenant's breach, including the cost of recovering the Premises, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

(D) Should Landlord reenter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminates this Lease, it may be necessary in order to relet the Premises and relet the same or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of attorney's fees and costs of any alterations and repairs; third, to the payment of rent due and unpaid hereunder, and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during such month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry and reletting of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant pursuant to subsection (c) above, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. The remedies given to Landlord in this Section 20 shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

21. This section intentionally omitted.

22. ACCESS TO PREMISES.

Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Premises as may be necessary for the servicing of the Premises and other portions of the Shopping Center. Landlord shall also have the right to enter the Premises at all reasonable times upon twenty-four (24) hours prior notice to Tenant to inspect or to exhibit the same to prospective purchasers, mortgagees, tenants, and lessees, and to make such repairs, additions, alterations or improvements as Landlord may deem desirable. Landlord shall be allowed to take all material upon said Premises that may be required therefor without the same constituting an actual or constructive eviction of Tenant in whole or in part and the rents reserved herein shall in no way abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise, and Tenant shall have no claim for damages, provided Landlord shall perform the labor required during non-business hours of the Tenant unless there exists a state of emergency affecting the health and safety of those tenants and persons in other portions of the Shopping Center that necessitates immediate corrective action.

23. CONTRACTOR.

With respect to each of Landlord's obligations under any provision of this Lease concerning creation or reconstruction of the Premises, the building containing the same or other improvements in the Shopping Center, the obligation concerned shall be fulfilled either: (i) By Landlord's arranging to have construction accomplished by one or more contractors licensed in the State in which the Shopping Center is located (any of which contractors may, at Landlord's option, be a corporation or other entity directly or indirectly affiliated with or controlled by Landlord); and/or, at Landlord's option, (ii) If at the time Landlord is required to fulfill such obligation it is the holder of a license authorizing it to act as a contractor within such State, by Landlord's participating in creation or reconstruction of the improvements concerned in the capacity of contractor. Any construction or building permit required for creation or reconstruction of the Premises, the building containing the same, or other improvements in the Shopping Center shall be obtained by Landlord's contractor(s) or, if Landlord acts as such, by Landlord itself

24. ATTORNMENT.

In the event of the sale or assignment of Landlords interest in the building of which the Premises are a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by Landlord covering the Premises, Tenant shall attorn to the assignee or purchaser and recognize such purchaser as Landlord under this Lease.

25. QUIET ENJOYMENT.

Tenant, upon paying the rents and observing and performing all of the terms, covenants and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Premises for the term hereof.

26. SURRENDER OF PREMISES.

At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its Personal Property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal by Landlord, and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove its personal property and fixtures upon the expiration of this Lease, the same shall be deemed abandoned and shall become the property of Landlord.

27. This section intentionally omitted.

28. ATTORNEY'S FEES.

In the event that at any time during the term of this Lease either Landlord or the Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party, fees not to exceed $2,500.00.

29. PAST DUE SUMS.

If Tenant fails to pay, when the same is due and payable, any rent, additional rent, or other sum to be paid by it hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. In addition thereto, Landlord may charge a sum of two percent (2%) of such unpaid amounts as a service fee. Notwithstanding the foregoing, however, Landlord's right concerning such interest and service fee shall be limited by the maximum amount which may properly be charged by Landlord for such purposes under applicable law.

30. MISCELLANEOUS PROVISIONS.

30.1. No Partnership. Landlord does not by this Lease, in anyway or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise. The provisions of this Lease relating to percentage rent are included solely for the purpose of providing a method whereby rent is to be measured and ascertained.

30.2. Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

30.3. No Waiver. Failure of Landlord to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord.

30.4. Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed; (a) if to Landlord, at the place specified for payment of rent and (b) if to Tenant, either at the Premises or at any other current address for Tenant which is known to Landlord. Either party may designate such other address as shall be given by written notice.

To Landlord:
City of Las Vegas
Real Estate and Asset Management
314 Las Vegas Boulevard North
Las Vegas, Nevada 89101

With additional copies to:
City of Las Vegas
City Attorney's Office
400 East Stewart Avenue
Las Vegas, Nevada 89101

To Tenant:
Urban Chamber of Commerce
1048 West Owens Avenue
Las Vegas, Nevada 89106

30.5. Recording. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may file this Lease for record with the Recorder of the County in which the Shopping Center is located.

30.6. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to person or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

30.7. Broker's Commissions. Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify Landlord against and hold it harmless from all liabilities arising from such claim, including any attorney's fees connected therewith.

30.8. Provisions Binding, Etc. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by Landlord of the Shopping Center, the Premises, or this Lease. Landlord shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations shall, as of the time of such sale or assignment or on the Commencement Date, whichever is later, automatically pass to Landlord's successor in interest.

30.9. Entire Agreement, Etc. This Lease and the Exhibits, Riders, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Lease are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Lease and constitutes consideration given to Landlord to enter into this Lease. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in a Rider or Addenda is inconsistent with a provision in the body of this Lease, the provision contained in said Rider or Addenda shall control. It is hereby agreed that this Lease contains no restrictive covenants or exclusives in favor of Tenant. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

...
...
...

31. <u>AUTHORITY OF SIGNATORIES.</u>

Each person executing this Lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Lease is binding upon said entity in accordance with its terms.

GUARANTEED:

FOR VALUE RECEIVED, the undersigned hereby unconditionally guarantees the prompt and faithful execution and performance by Tenant of all of the obligations of Tenant set forth within this Lease Agreement and any modifications of said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the date and year set forth above.

ATTEST: "Landlord" CITY OF LAS VEGAS

______________________________ By______________________________

BARBARA JO RONEMUS, CITY CLERK JAN LAVERTY JONES, MAYOR

APPROVED AS TO FORM:

J. Ponticello 2/3/99

DEPUTY CITY ATTORNEY/DATE

"Tenant" URBAN CHAMBER OF COMMERCE

By______________________________ DATE

Its______________________________

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of ___________, 1999, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, JAN LAVERTY JONES, who acknowledged that he/she executed the above instrument.

____
NOTARY PUBLIC, in and for said County and State

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of ___________, 1999, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, __________________________, who acknowledged that he/she executed the above instrument.

____
NOTARY PUBLIC, in and for said County and State

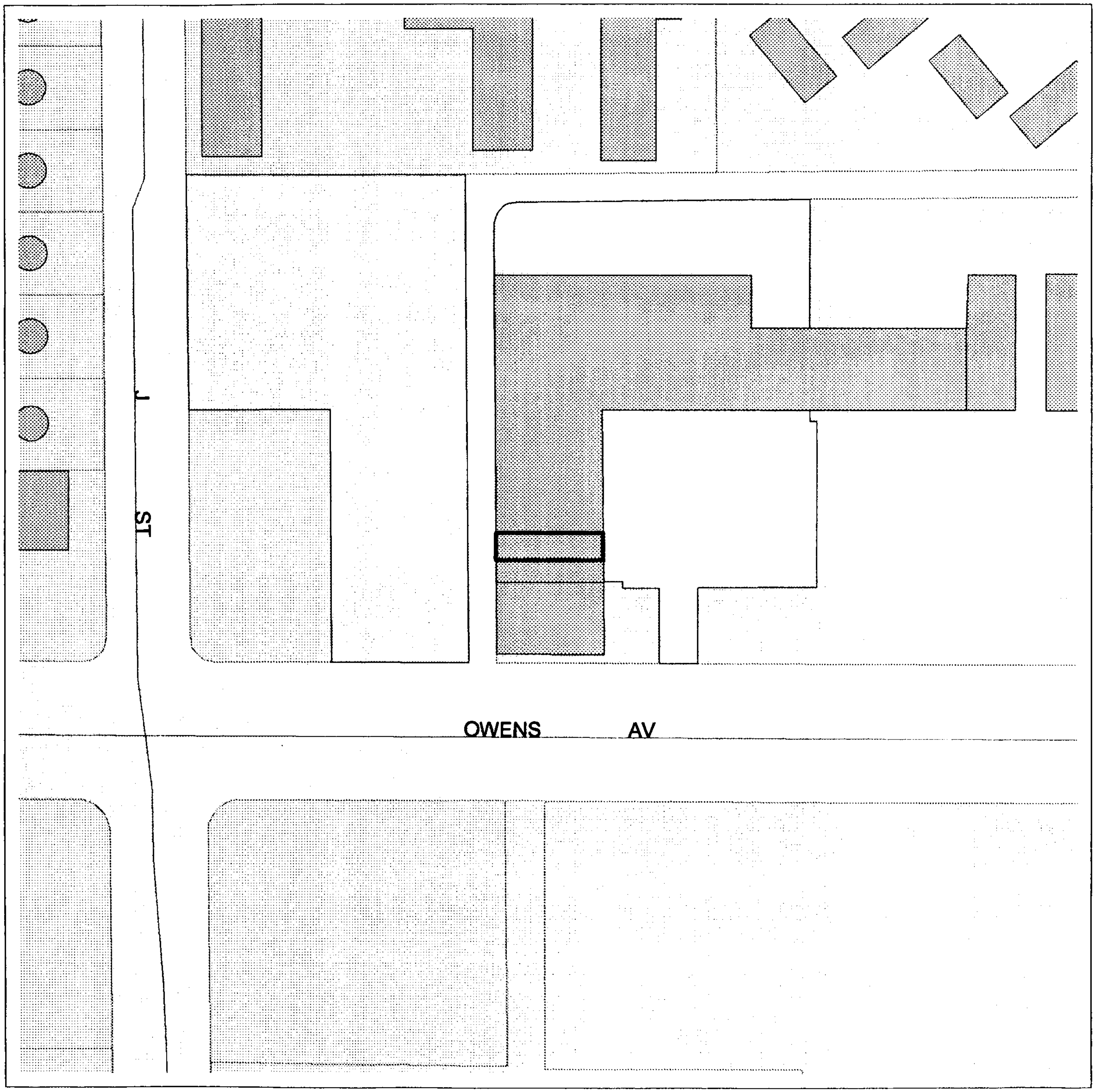
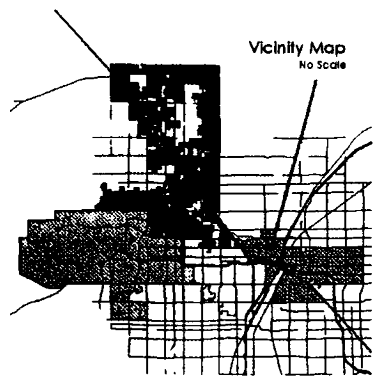


Exhibit A

Street Centerline
Subject Property
Building Footprints
City of Las Vegas
Parcels
County



Real Estate & Asset Management

1:1200

Date of Data: 1998/01/08

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date March 1, 1999

TO:

REAL ESTATE COMMITTEE
COUNCILMAN ARNIE ADAMSEN
COUNCILMAN GARY REESE

FROM:

MM for

JEFF MARESH, DIRECTOR
OFFICE OF BUSINESS DEVELOPMENT

SUBJECT:

AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN CITY OF LAS VEGAS AND TECH CENTER ASSOCIATES AT THE LAS VEGAS TECHNOLOGY CENTER

COPIES TO:

MAYOR JAN LAVERTY JONES
COUNCILMAN MICHAEL J. McDONALD
COUNCILMAN LARRY BROWN
VIRGINIA VALENTINE
ANN HOLLAND
STEVEN P. HOUCHENS

On June 7, 1989, the City of Las Vegas entered into a Disposition and Development Agreement (DDA) with Brookhollow Properties, Inc. which subsequently formed a partnership as Tech Center Associates (TCA). Under the DDA, TCA held an option to develop forty acres of land within the Las Vegas Technology Center (LVTC). TCA further had exclusivity to develop speculative multi-tenant office, research and development, light assembly and light manufacturing facilities, as well as a thirty-day first right of refusal for build-to-suit facilities throughout the LVTC, "until the date on which a final Certificate of Completion is issued for the Phase IV development." For ten additional years, the Developer was granted a first right of refusal on any subsequent speculative building.

The DDA between the City and TCA played an initial role in the subsequent development of the LVTC. To date TCA has performed admirably and has contributed significantly in the success of the LVTC.

Under this Amendment to the DDA, TCA will relinquish all rights to further development within the LVTC. In return the City shall consider the Developer's obligations under the DDA fulfilled. However, per the Grant Bargain, Sale Deed attached as Exhibit A, any subsequent owner(s) of land that was purchased from TCA are subject to the reservations, restrictions and conditions contained in the DDA, which shall remain in full force. The attached map delineates which parcels of land this Amendment will affect.

JM:MM:cl
tca4.rec

AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (this "Amendment") is entered into this ______ day of ____________, 1999, between TECH CENTER ASSOCIATES, a California general partnership ("TCA") and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City").

WITNESSETH

WHEREAS, TCA (as successor in interest to Brookhollow Properties, a California corporation ("Brookhollow")) and the City entered into that certain Disposition and Development Agreement dated June 7, 1989, as amended (the "Agreement"), regarding the development of real property in the Las Vegas Technology Center (the "Center"); and

WHEREAS, pursuant to Section 404 of the Agreement, the Agreement runs with the land and binds the successors of TCA; and

WHEREAS, Sections 106, 117 and 118 of the Agreement create certain rights in TCA regarding the acquisition and development of additional parcels of land in the Center; and

WHEREAS, Section 314 of the Agreement prohibits TCA from transferring title to parcels it has acquired under the Agreement until Certificates of Completion (as defined in the Agreement) have been issued therefor; and

WHEREAS, Certificates of Completion have not been issued for certain parcels of land acquired by TCA under the Agreement (individually, the "Parcel," and collectively, the "Parcels") for which construction and development has not been, or has recently been, completed; and

WHEREAS, TCA has entered into ground leases of the Parcels pursuant to a ground lease structure approved by the City; and

WHEREAS, TCA and the City desire to amend the Agreement to the parties' mutual benefit.

NOW THEREFORE, for and in consideration of the foregoing, the parties agree as follows:

1. In consideration of and in exchange for the provisions of Paragraph 2 of this Amendment, TCA agrees that it shall have no further right or interest in the acquisition or development of any of the parcels described in Sections 106, 117 and 118 of the Agreement.

2. In consideration of and in exchange for the provisions of Paragraph 1 of this Amendment, the City acknowledges and agrees to the following:

(A) TCA (and its constituent partners), Brookhollow, and James R. Knapp (i) have fulfilled their obligations under the Agreement, (ii) are released from any liability or responsibility under the Agreement with regard to any parcel of land as to which a partial or final Certificate of Completion has been or is hereafter recorded in the Official Records of Clark County, Nevada, (iii) shall be released from any liability or responsibility under the Agreement with respect to any Parcel upon the recordation of the deed conveying such Parcel to the ground lessee thereof pursuant Paragraph 2(B) below, and (iv) shall be released from any and all liability or responsibility under the Agreement upon the recordation of the deeds conveying all of the Parcels to the ground lessees thereof pursuant to Paragraph 2(B) below; and

(B) Prior to the recordation of a partial or final Certificate of Completion for any of the Parcels, TCA may convey the Parcels to the current ground lessees thereof by a deed substantially in the form of Exhibit A attached hereto and incorporated herein; and

(C) With respect to any matter arising under the Agreement in connection with any parcel of land in the Center, the City shall look solely to the then owner of such parcel for a resolution of such matter.

3. The transfer of any title pursuant to Paragraph 2, together with all other provisions of the Agreement which are not inconsistent herewith, shall remain in full force and effect.

4. Notwithstanding anything to the contrary herein, the City shall have no liability for any claim concerning the activities of TCA, Brookhollow or James R. Knapp at the Center made by any ground lessee or purchaser of a parcel in the Center.

Remainder of Page 2 intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

CITY OF LAS VEGAS

By: ______________________________
JAN LAVERTY JONES, Mayor

"City"

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Val Steed 2-5-99
____
Date

TECH CENTER ASSOCIATES, a California general partnership

By: Smoke Ranch Partners, a California limited partnership, its General Partner

By: Tenaya Company, a California corporation, its General Partner

By: ________________________

Its: ________________________

[signatures continued on next page]

By: CIIF Associates II Limited Partnership, a Delaware limited partnership, its General Partner

By: AEW Advisors, Inc., a Massachusetts corporation, its Managing General Partner

By: ________________________

Its: ________________________

EXHIBIT A

Form of Grant Deed

Recording Requested By and
When Recorded Mail To:

____
____
____

Grant Bargain, Sale Deed

R.P.T.T.
APN:

Escrow No.

This indenture witnesseth that **Tech Center Associates, a California general partnership,** in consideration of $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain Sell and Convey to ____________________________ ________________ all that real property situated in the County of Clark, State of Nevada described in Exhibit "A" attached hereto and by this reference made a part hereof.

Subject to:

1. Taxes for the fiscal year 1998-1999.
2. Reservations, restrictions and conditions, rights of way and easements, either of record or actually existing on said premises, including, without limitation, those matters listed on Exhibit B attached hereto and by this reference made a part hereof.

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

Witness our hands this ______ day of _______________, 1999

TECH CENTER ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP

BY: SMOKE RANCH PARTNERS, A CALIFORNIA LIMITED PARTNERSHIP, AS GENERAL PARTNER,

BY: TENAYA COMPANY, A CALIFORNIA CORPORATION, AS GENERAL PARTNER

BY: ____

JEFFREY K. KAPLAN, EXECUTIVE VICE PRESIDENT

BY: CIIF ASSOCIATES II LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, AS GENERAL PARTNER

BY: AEW ADVISORS, INC., A MASSACHUSETTS CORPORATION, AS MANAGING GENERAL PARTNER

BY: ____

ITS: ____

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on _____________, 1999, by ___________ _________________________ as ________________________ of ________________________ ___________.

____
NOTARY PUBLIC

STATE OF _____________)
) ss:
COUNTY OF ___________)

This instrument was acknowledged before me on _____________, 1999, by ___________ _________________________ as ________________________ of ________________________ ___________.

____
NOTARY PUBLIC

EXHIBIT "A" TO DEED

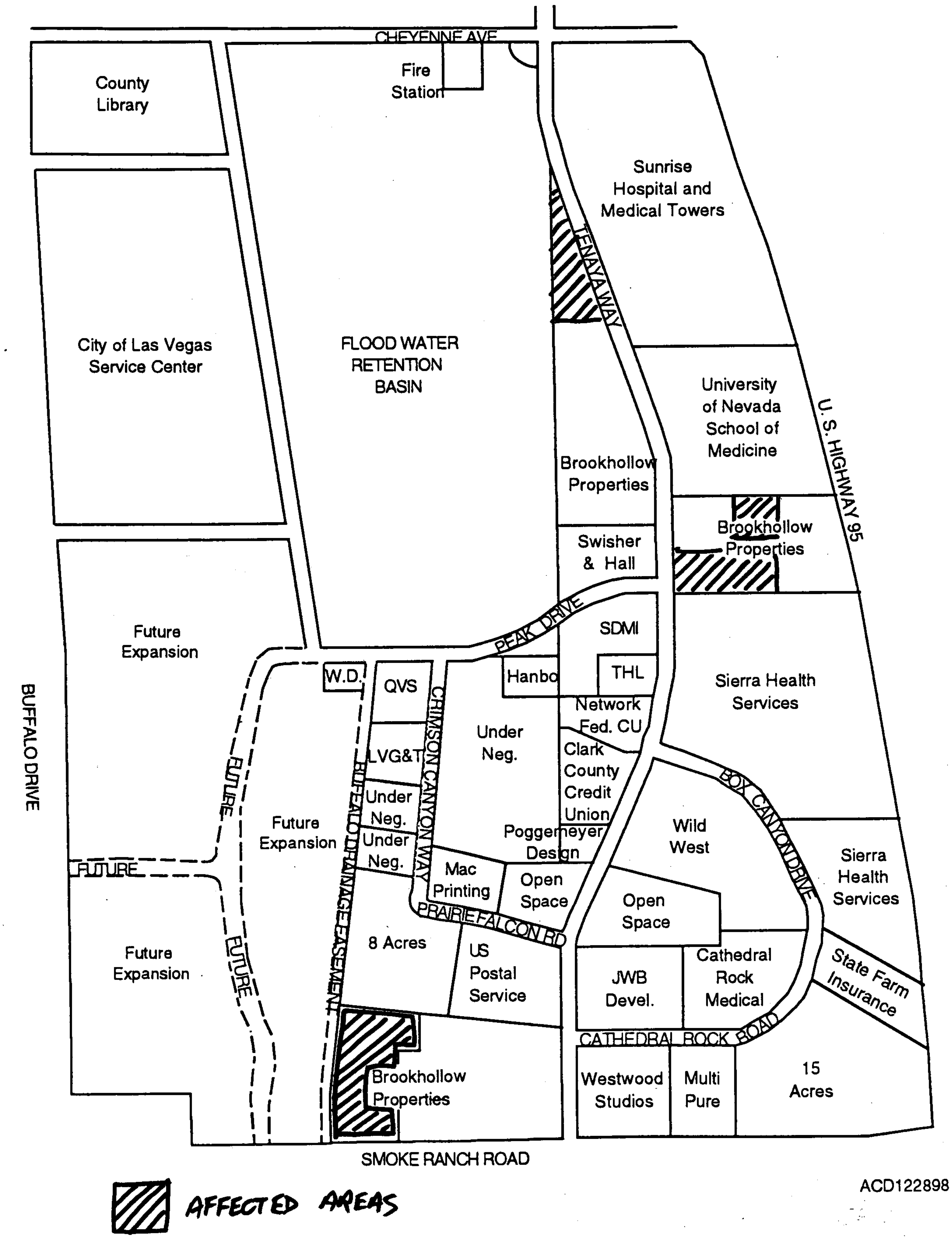
LEGAL DESCRIPTION

EXHIBIT "B" TO DEED

EXCEPTIONS TO TITLE

[Such exceptions will include the covenants contained in the Deed to TCA, and the Disposition and Development Agreement, including a specific reference to Section 308 thereof.]

LAS VEGAS TECHNOLOGY CENTER



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