

City of Las Vegas Redevelopment Agency  
Council Chambers • 400 Stewart Avenue  
Phone - 229-6011 [Voice] 386-9108 [TDD]

# MINUTES

Meeting of  
JANUARY 17, 2007  
9:00 A.M.

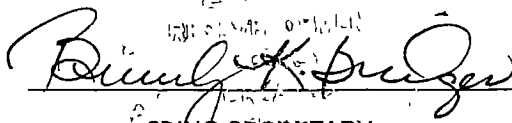
(Following the morning session of the City Council Meeting)

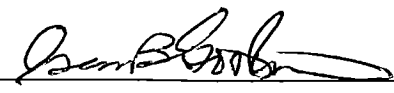
Called To Order: 11:31 A.M.  
Adjourned: 12:07 P.M.

| REDEVELOPMENT AGENCY                 | PRESENT                             | ABSENT                   | EXCUSED                  |
|--------------------------------------|-------------------------------------|--------------------------|--------------------------|
| CHAIRMAN OSCAR B GOODMAN             | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MEMBER GARY REESE - VICE-CHAIRMAN    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MEMBER LARRY BROWN                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MEMBER LAWRENCE WEEKLY               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MEMBER STEVE WOLFSON                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MEMBER LOIS TARKANIAN                | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MEMBER STEVEN D. ROSS                | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG SELBY, EXECUTIVE DIRECTOR       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| BRADFORD JERBIC, CITY ATTORNEY       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| BEVERLY K. BRIDGES, ACTING SECRETARY | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

APPROVED BY REFERENCE FEBRUARY 21, 2007

ATTEST:

  
ACTING SECRETARY

  
CHAIRMAN

**REDEVELOPMENT AGENCY MEETING  
CITY HALL, 400 STEWART AVENUE  
COUNCIL CHAMBERS**

**CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>**

**January 17, 2007**

**9:00 AM**

**(Following Morning Session of the City Council Meeting)**

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT [www.kclv.tv](http://www.kclv.tv) THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8 00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7 00 PM, SUNDAY AT 7.00 AM AND THE FOLLOWING MONDAY AT 1 00 PM

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF \$5 00 EACH THROUGH THE CITY CLERK'S OFFICE

- 1 CALL TO ORDER
- 2 ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- 3 Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of December 6, 2006
- 4 RA-3-2007 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency (RDA) and At Home Simplicity, LLC, d/b/a Uptown Motel, located at 813 East Ogden Avenue (APN 139-34-612-048), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 5 (Weekly) [NOTE: This item is related to City Council Item 62 (R-9-2007) and RDA Item 5]
- 5 Discussion and possible action regarding a Commercial Visual Improvement Program (CVIP) Agreement with At Home Simplicity, LLC, d/b/a Uptown Motel, providing funds to assist with improvements to a commercial building located at 813 East Ogden Avenue (APN 139-34-612-048) (Not to exceed \$50,000 - Redevelopment Agency (RDA) Special Revenue Fund) - Ward 5 (Weekly) [NOTE: This item is related to City Council Item 62 (R-9-2007) and RDA Item 4 (RA-3-2007)]
- 6 ABEYANCE ITEM - Report and possible action regarding Redevelopment Agency projects currently under contract or in negotiation - Wards 1, 3 and 5 (Tarkanian, Reese and Weekly)
- 7 CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

Facilities are provided throughout City Hall for the convenience of disabled persons. Special equipment for the hearing impaired is available for use at meetings. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

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

City Clerk's Bulletin Board, City Hall Plaza, 2<sup>nd</sup> Floor Skybridge

Bulletin Board, City Hall Plaza (next door to Metro Records)

Las Vegas Library, 833 Las Vegas Boulevard North

Clark County Government Center, 500 S. Grand Central Parkway

Grant Sawyer Building, 555 E. Washington Avenue

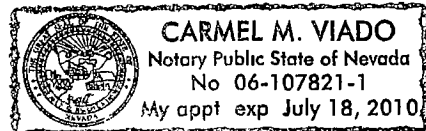
STATE OF NEVADA)  
                                ) ss  
COUNTY OF CLARK)

  
SIGNATURE

Subscribed and sworn to before me this  
10 day of January, 2007

 **CARMEL M. VIADO**  
Notary Public State of Nevada  
No. 06-107821-1  
My appt exp. July 18, 2010





STATE OF NEVADA)  
                                ) ss  
COUNTY OF CLARK)

1. City Clerk's Bulletin Board, 400 Stewart Avenue, 2<sup>nd</sup> Floor Skybridge (in the walkway area next to the entrance of the Human Resources Department)
2. Bulletin Board, City Hall Plaza, 400 Stewart Avenue (next door to Metro Records)
3. Las Vegas Library, 833 Las Vegas Blvd.
4. Clark County Government Center, 500 S Grand Central Parkway
5. Grant Sawyer Building, 555 E. Washington Avenue

Len Spahr  
SIGNATURE

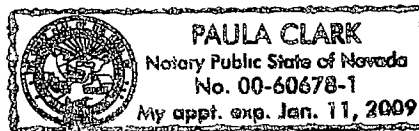
**City Clerk**  
**DEPARTMENT**

Subscribed and sworn to before me this

10th day of January, 2007

Paula Clark

NOTARY PUBLIC in and for said County and State



**AGENDA SUMMARY PAGE**  
**REDEVELOPMENT AGENCY MEETING OF: JANUARY 17, 2007**

**SUBJECT:**

CALL TO ORDER

Minutes.

Called to order by CHAIRMAN GOODMAN at 11 31 a.m.

PRESENT CHAIRMAN GOODMAN and MEMBERS REESE, BROWN, WEEKLY,  
WOLFSON, TARKANIAN and ROSS

ALSO PRESENT: DOUG SELBY, Executive Director, BRAD JERBIC, City Attorney,  
BARBARA JO RONEMUS, Secretary



**AGENDA SUMMARY PAGE**  
**REDEVLEOPMENT AGENCY MEETING OF: JANUARY 17, 2007**

**SUBJECT:**

ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW

Minutes:

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations: City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge Bulletin Board, City Hall Plaza (next door to Metro Records), Las Vegas Library, 833 Las Vegas Boulevard North, Clark County Government Center, 500 S Grand Central Parkway, Grant Sawyer Building, 555 E Washington Avenue



**AGENDA SUMMARY PAGE**  
**REDEVELOPMENT AGENCY MEETING OF: JANUARY 17, 2007**

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**DEPARTMENT: CITY CLERK**

**DIRECTOR: BARBARA JO RONEMUS**

☐ Consent ☒ Discussion

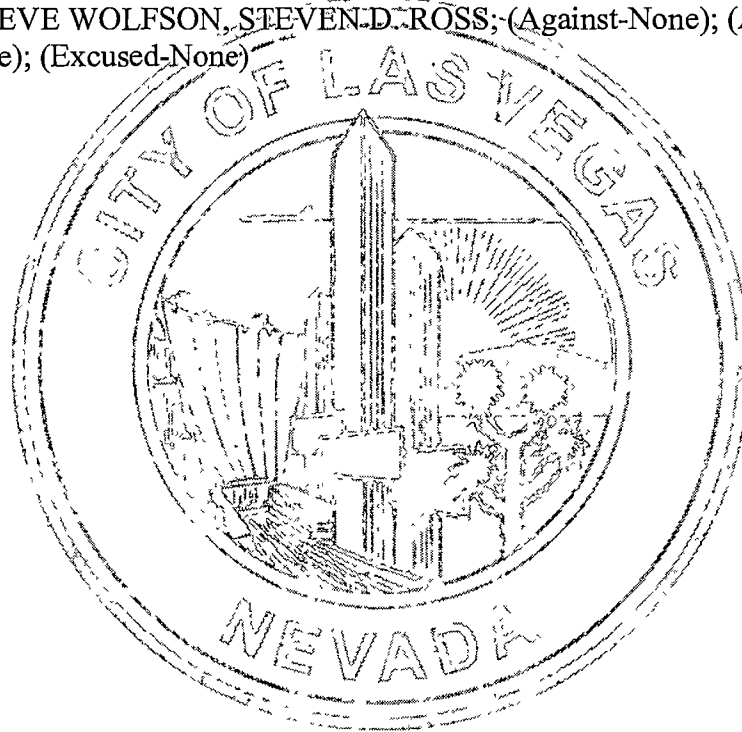
**SUBJECT:**

Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of December 6, 2006

Motion made by GARY REESE to Approve by Reference

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,  
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);  
(Did Not Vote-None); (Excused-None)



**AGENDA SUMMARY PAGE**

**REDEVELOPMENT AGENCY MEETING OF: JANUARY 17, 2007**

**DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**

**DIRECTOR: SCOTT D. ADAMS**

**SUBJECT:**

**RESOLUTIONS:**

RA-3-2007 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency (RDA) and At Home Simplicity, LLC, d/b/a Uptown Motel, located at 813 East Ogden Avenue (APN 139-34-612-048), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 5 (Weekly) [NOTE: This item is related to City Council Item 62 (R-9-2007) and RDA Item 5].

**Fiscal Impact**

☒

**No Impact**

☐

**Augmentation Required**

☐

**Budget Funds Available**

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

This is a related item to discussion and possible action regarding assisting At Home Simplicity, LLC, d/b/a Uptown Motel, with the cost of visual improvements for the commercial building located at 813 East Ogden Avenue. Approval will adopt findings that the Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

**RECOMMENDATION:**

Approval.

**BACKUP DOCUMENTATION:**

1. Resolution No. RA-3-2007
2. Site Map

Motion made by LAWRENCE WEEKLY to Approve

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, stated that City Council Item

**REDEVELOPMENT AGENCY MEETING OF: JANUARY 17, 2007**

66 and Redevelopment Agency Items 4 and 5 pertain to a CVIP, of which he showed current facade photos and drawings of planned exterior improvements that will cost approximately \$100,000. Interior improvements were already made. Staff recommends approval of all three items.

JIM THOMPSON, representing At Home Simplicity, commended the City on the CVIP program, for it is helping to bring funds into the downtown area. CHAIRMAN GOODMAN said he was concerned about putting monies towards facades without seeing the interior. However, the photos show that interior improvements made are remarkable. The money was well spent.

TOM McGOWAN, Las Vegas resident, pointed out that a murder took place at this hotel. He asked what this company is doing to ensure the safety of the clients. MEMBER WEEKLY said the owners work very hard.

City Council Item 62 and Redevelopment Agency Items 4 and 5 for 1/17/2007 contain duplicate minutes.

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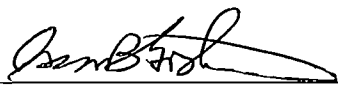


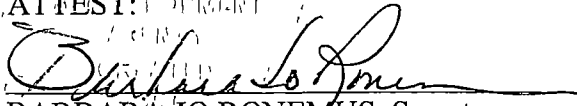
1 WHEREAS, the Governing Body of the Agency has determined that the  
2 Commercial VIP Agreement (the "Agreement), which provides for the contribution of funds to  
3 Participant for making physical, visual improvements to the building on the Site, all as more  
4 fully set forth in the Agreement, is in compliance with and in furtherance of the goals and  
5 objectives of the Redevelopment Plan; and  
6

7 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of  
8 the Agency that the Agreement is hereby approved and determined to be in compliance with  
9 and in furtherance of the goals and objectives of the Redevelopment Plan, and the Chairperson  
10 of the Governing Board of the Agency is hereby authorized and directed to execute the  
11 Agreement for and on behalf of the Agency, and to execute any and all additional documents  
12 (including any Attachments to the Agreement) and to perform any additional acts necessary to  
13 carry out the intent and purpose of the Agreement.  
14

15 THE FOREGOING RESOLUTION was passed, adopted and approved this  
16 17<sup>th</sup> day of January, 2007.  
17

18  
19 CITY OF LAS VEGAS  
20 REDEVELOPMENT AGENCY

21 By:   
22 OSCAR B. GOODMAN, Chairman  
23

24 ATTEST:   
25 BARBARA JO RONEMUS, Secretary  
26

27 APPROVED AS TO FORM:  1/02/07  
28 Date

**SITE MAP**  
**(813 East Ogden Avenue – Uptown Motel)**



**AGENDA SUMMARY PAGE**  
**REDEVELOPMENT AGENCY MEETING OF: JANUARY 17, 2007**

**DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**

**DIRECTOR: SCOTT D. ADAMS**

**SUBJECT:**

Discussion and possible action regarding a Commercial Visual Improvement Program (CVIP) Agreement with At Home Simplicity, LLC, d/b/a Uptown Motel, providing funds to assist with improvements to a commercial building located at 813 East Ogden Avenue (APN 139-34-612-048) (Not to exceed \$50,000 – Redevelopment Agency (RDA) Special Revenue Fund) - Ward 5 (Weekly) [NOTE: This item is related to City Council Item 62 (R-9-2007) and RDA Item 4 (RA-3-2007)]

**Fiscal Impact**

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$50,000

Funding Source: RDA Special Revenue Fund

Dept./Division: OBD/Redevelopment

**PURPOSE/BACKGROUND:**

At Home Simplicity, LLC, d/b/a Uptown Motel, is the owner of a commercial property located at 813 East Ogden Avenue. The building has gone under extensive interior renovation to bring the rooms up to code at a cost of over \$300,000. Exterior renovations will include rehabilitation of the sign, repair/repaint of exterior, new awnings, new office windows, decorative sheet metal siding, landscaping and exterior lighting. Exterior costs are approximately \$100,149.00.

**RECOMMENDATION:**

Approval.

**BACKUP DOCUMENTATION:**

1. Commercial VIP Agreement
2. Public Purpose/Impact Analysis
3. Site Map

Motion made by LAWRENCE WEEKLY to Approve

Passed For: 7; Against: 0; Abstain: 0, Did Not Vote: 0, Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS, (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes.

SCOTT ADAMS, Director of the Office of Business Development, and JIM THOMPSON, representing At Home Simplicity, were present.

See Item 4 for related discussion.

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY  
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT  
AND GRANT OF FACADE EASEMENT**

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this 6TH day of February, 2007, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and AT HOME SIMPLICITY, LLC d/b/a Uptown Motel ("Owner")

**Recitals**

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area, and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of \$50,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency, and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows

**SECTION 1      SCOPE OF AGREEMENT**      The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site") Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No 3218, as amended.

Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein

SECTION 2 PARTIES TO THE AGREEMENT The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq ) The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101 "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

- a The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of fifty thousand dollars **(\$50,000.00)** for "Pre-approved Qualified Exterior Improvements" Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following. painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner have submitted paid invoices from contractor(s) to the Agency
- b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 "
- c Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines
- d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter
- e Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with

the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 "

- f The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building

SECTION 4. OWNER'S REPURCHASE OPTION The Agency hereby grants the the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

- a Option Term The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option
- b Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule")
- c Title, Escrow and Closing Costs The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.
- d The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5. IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The

Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS If the Project exceeds \$10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development, Planning and Development Department, Land Development, Public Works, Development Coordination, Public Works, and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

Owner agrees and acknowledges that it understands that the Agency will not reimburse the Owner for any pre-approved exterior improvements until the property taxes are brought current. Property taxes are to be brought current at the close of refinancing, which is expected to occur no later than February 2, 2007.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development,
2. Create or retain jobs for nearby residents,
3. Increase local revenues from private revenue sources,
4. Increase levels of human activity in the Redevelopment Area,
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor, or



- 7 Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12. CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13. DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the



existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14. SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15. TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17. GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18. NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal delivery, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19. CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21 TIME FOR AGENCY TO ACCEPT AGREEMENT This Agreement has been approved on 1/17/07, ~~2006~~ by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date")

Date of Agency Approval

January 17, 2007

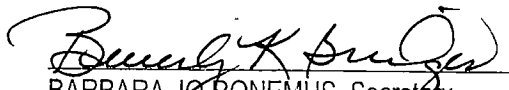
CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:   
OSCAR B. GOODMAN, CHAIRMAN  
"Agency"

APPROVED AS TO FORM

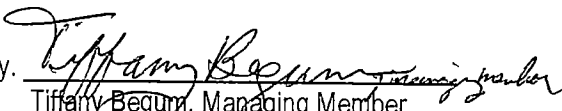
 1/02/07  
Counsel to the Agency Date

ATTEST:

  
BARBARA JO RONEMUS, Secretary

By: **Beverly K. Bridges, CMC**  
Acting City Clerk

AT HOME SIMPLICITY, LLC d/b/a Uptown Motel

By:   
Tiffany Begum, Managing Member  
Its: Authorized Representative

## LIST OF ATTACHMENTS

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

## ATTACHMENT 1

### LEGAL DESCRIPTION OF THE PROPERTY

THE WEST HALF OF LOT NINE (9) AND THE SOUTH 40 FEET OF THE WEST HALF OF LOT TEN (10) IN BLOCK SIXTEEN (16) OF BUCK'S SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

Commonly known as 813 East Ogden Avenue, Las Vegas Nevada  
APN: 139-34-612-048

ATTACHMENT 2  
PROOF OF OWNERSHIP



20040616-0001567

Fee \$43 00 RPTT \$2,570 40  
06/16/2004 09 00 07 T20040040030  
Req NEVADA TITLE COMPANY  
Frances Deane  
Clark County Recorder Pgs 5

A.P.N.: 139-34-612-048  
R.P.T.I.: \$2,570 40

Escrow #04-05-1302-KR

Mail tax bill to and  
When recorded mail to:  
At Home Simplicity,

2945 S. Wasatch Blvd #303  
Salt Lake City, UT 84124

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That The Cornell Family Living Trust dated Apr 22, 2003, Lindbergh Cornell and Esther B. Cornell, Trustees, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to At Home Simplicity, LLC, a Utah limited liability company all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO  
AND MADE A PART HEREOF AS EXHIBIT "A".

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any;
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, this instrument has been executed this 1 day of June, 2004

The Cornell Family Living Trust

Lindbergh Cornell  
By: Lindbergh Cornell, Trustee

Esther B. Cornell  
By: Esther B. Cornell, Trustee

State of NEVADA }  
County of Clark } ss:

This instrument was acknowledged before me on 6.1.04  
by Lindbergh Cornell as Trustee  
of The Cornell Family Living Trust

K. Ravelo  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

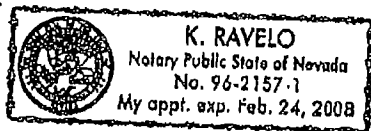


EXHIBIT "A"

THE WEST HALF OF LOT NINE (9) AND THE SOUTH 40 FEET OF THE WEST  
HALF OF LOT TEN (10) IN BLOCK SIXTEEN (16) OF BUCK'S SUBDIVISION,  
AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 15, IN  
THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ASSESSOR'S

State of Nevada  
Declaration of Value

1 Assessor Parcel Number(s)

a) 139-34-612-048

b) \_\_\_\_\_

c) \_\_\_\_\_

d) \_\_\_\_\_

2. Type of Property:

- ☐ a) Vacant Land ☐ b) Sgl. Fam. Residence  
☐ c) Condo/Twnhse ☐ d) 2-4 Plex  
☐ e) Apt Bldg ☐ f) Comm'l/Lnd  
☐ g) Agricultural ☐ h) Mobile Home  
☒ i) Other Motel

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument #. \_\_\_\_\_

Book. \_\_\_\_\_ Page \_\_\_\_\_

Date of Recording \_\_\_\_\_

Notes \_\_\_\_\_

3. Total Value/Sales Price of Property

\$504,000 00

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value

\$504,000 00

Real Property Transfer Tax Due

\$2,570.40

4. If Exemption Claimed:

a) Transfer Tax Exemption, per NRS 375.090,  
Section: \_\_\_\_\_

b) Explain Reason for  
Exemption \_\_\_\_\_

5 Partial Interest. Percentage being transferred. \_\_\_\_\_ %

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

Signature \_\_\_\_\_

Capacity. GRANTOR/SELLER

Signature \_\_\_\_\_

Capacity: GRANTEE/BUYER

**SELLER (GRANTOR) INFORMATION**  
(REQUIRED)

**BUYER (GRANTEE) INFORMATION**  
(REQUIRED)

Print Name: The Cornell Family Living Trust

Print Name: At Home Simplicity, LLC

Address: Cypre

Address: 6091 Halibauer Dr

City/State/Zip: \_\_\_\_\_

City/State/Zip: W NV 89110

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: Nevada Title Company

Esc. #: 04-05-1302-KR

Address: 2500 N Buffalo, Suite 150

City: Las Vegas

State: NV

Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Cont  
1567



State of Nevada  
Declaration of Value

1 Assessor Parcel Number(s)

a) 139-34-612-048

b) \_\_\_\_\_

c) \_\_\_\_\_

d) \_\_\_\_\_

2. Type of Property:

- ☐ a) Vacant Land ☐ b) Sgl. Fam. Residence  
☐ c) Condo/Twnhse ☐ d) 2-4 Plex  
☐ e) Apt. Bldg. ☐ f) Comm'l/Ind  
☐ g) Agricultural ☐ h) Mobile Home  
☒ i) Other motel

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument #:

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3. Total Value/Sales Price of Property

\$504,000.00

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value.

\$504,000.00

Real Property Transfer Tax Due

\$2,570.40

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_

b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest / Percentage being transferred. \_\_\_\_\_ %

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

Signature: Donald Cornell

Capacity: GRANTOR/SELLER

Signature: \_\_\_\_\_

Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: The Cornell Family Living Trust

Print Name: At Home Simplicity, LLC

Address: \_\_\_\_\_

Address: 3945 S. Wasatch Blvd #303

City/State/Zip: \_\_\_\_\_

City/State/Zip: Salt Lake UT

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company

Esc #. 04-05-1302-KR

Address: 2500 N Buffalo, Suite 150

City: Las Vegas

State NV

Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

1567

**EXHIBIT A**  
**of Attachment 2**

**DESCRIPTION OF THE FAÇADE EASEMENT AREA**

Facade Easement Area: The area consisting of the building face adjoining the East Ogden Avenue right-of-way, westerly abutting alley right-of-way and the northerly and easterly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

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

## ATTACHMENT 3

### FORM OF FACADE EASEMENT DEED

APN: 139-34-612-048

RECORDING REQUESTED BY

CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO

City of Las Vegas Redevelopment Agency  
400 Stewart Avenue, 2<sup>nd</sup> Floor  
Las Vegas, NV 89101  
ATTN: Operations Officer

---

### FACADE EASEMENT DEED

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

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

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Facade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal

to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

- c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

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

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

.  
...  
...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AT HOME SIMPLICITY, LLC d/b/a Uptown Motel

By: \_\_\_\_\_  
TIFFANY BEGUM

Its MANAGING MEMBER (Title)  
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT  
AGENCY

By: \_\_\_\_\_  
OSCAR B. GOODMAN

Its CHAIRMAN  
"GRANTEE"

ATTEST:

\_\_\_\_\_  
BARBARA JO RONECUS, Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Counsel to the Agency                      Date

## ACKNOWLEDGMENTS

STATE OF UTAH       )  
                                  )ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
200\_\_ by TIFFANY BEGUM as MANAGING MEMBER of AT HOME SIMPLICITY, LLC d/b/a  
Uptown Motel.

\_\_\_\_\_  
Notary Public in and for said County and  
State

STATE OF NEVADA    )  
                                  )ss.  
COUNTY OF CLARK    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
200\_\_ by Oscar B Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

\_\_\_\_\_  
Notary Public in and for said County and  
State

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

THE WEST HALF OF LOT NINE (9) AND THE SOUTH 40 FEET OF THE WEST HALF OF LOT TEN (10) IN BLOCK SIXTEEN (16) OF BUCK'S SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

Commonly known as 813 East Ogden Avenue, Las Vegas Nevada  
APN: 139-34-612-048



## EXHIBIT B

### DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area The area consisting of the building face adjoining the East Ogden Avenue right-of-way, westerly abutting alley right-of-way and the northerly and easterly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections

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

## EXHIBIT C

### FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

- 1 Amount of Purchase Price \$50,000 00 (Maximum)
- 2 Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows

Anytime during first year \$50,000 00

Anytime during second year: \$40,000.00

Anytime during third year: \$30,000 00

Anytime during fourth year. \$20,000.00

Anytime during fifth year: \$10,000.00

After five full years from recordation  
of the Façade Easement Deed \$0.00

## ATTACHMENT 4

### FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-612-048

RECORDING REQUESTED BY

CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO

City of Las Vegas Redevelopment Agency  
400 Stewart Avenue, 2<sup>nd</sup> Floor  
Las Vegas, NV 89101  
ATTN: Operations Officer

---

### BUILDING FAÇADE MAINTENANCE AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between AT HOME SIMPLICITY, LLC d/b/a Uptown Motel, hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

**WHEREAS**, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit "A" attached hereto by this reference, commonly known as 813 East Ogden Avenue, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 139-34-612-048; and

**WHEREAS**, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area, and

**WHEREAS**, Owner has rehabilitated the facades of the Property facing the Facade Easement Area: The area consisting of the building face adjoining the East Ogden Avenue right-of-way, westerly abutting alley right-of-way and the northerly and easterly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Commercial Visual Improvement Agreement and Grant of Façade Easement dated \_\_\_\_\_  
\_\_\_\_\_ (the "CVIP Agreement"), and

**WHEREAS**, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly, and

**WHEREAS**, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

- 1 Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.
- 2 Duty to Maintain Property Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that.
  - a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement
  - b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.
  - c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage

- d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety
- e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code

3. Agency's Right to Cure Owner's Default Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors
5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.
6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the

Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY. CITY OF LAS VEGAS REDEVELOPMENT AGENCY  
400 Stewart Avenue, 2nd Floor  
Las Vegas, NV 89101  
Attn: Operations Officer

OWNER. AT HOME SIMPLICITY, LLC  
3945 South Wasatch Blvd, Suite 303  
Salt Lake City, UT 84124  
Attn: Tiffany Begum

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

- a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.
- b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.
- c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.
12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.
13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

..  
...  
...

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name TIFFANY BEGUM, MANAGING MEMBER  
Title: AUTHORIZED REPRESENTATIVE FOR AT HOME SIMPLICITY, LLC

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

By \_\_\_\_\_ Date \_\_\_\_\_  
OSCAR B GOODMAN  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel to the Agency Date \_\_\_\_\_



ACKNOWLEDGMENTS

STATE OF UTAH        )  
                                  )ss  
COUNTY OF \_\_\_\_\_)

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
200\_\_\_\_ by TIFFANY BEGUM as MANAGING MEMBER of AT HOME SIMPLICITY, LLC, d/b/a  
Uptown Motel.

\_\_\_\_\_  
Notary Public in and for said County and  
State

STATE OF NEVADA    )  
                                  )ss.  
COUNTY OF CLARK    )

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
200\_\_\_\_ by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

\_\_\_\_\_  
Notary Public in and for said County and  
State

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

THE WEST HALF OF LOT NINE (9) AND THE SOUTH 40 FEET OF THE WEST HALF OF LOT TEN (10) IN BLOCK SIXTEEN (16) OF BUCK'S SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Commonly known as 813 East Ogden Avenue, Las Vegas Nevada  
APN: 139-34-612-048

## EXHIBIT B

### DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area. The area consisting of the building face adjoining the East Ogden Avenue right-of-way, westerly abutting alley right-of-way and the northerly and easterly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections

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

## ATTACHMENT 5

### SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

|                                             |                     |
|---------------------------------------------|---------------------|
| 1. Rehabilitation of existing sign          | \$25,149.00         |
| 2. New Office Windows fronting Ogden Street | \$10,000.00         |
| 3. Repair and Repaint Building Exterior     | \$10,000.00         |
| 4. New Awnings fronting Ogden Street        | \$15,000.00         |
| 5. New Entry/Security Gate                  | \$20,000.00         |
| 6. Install decorative sheet metal siding    | \$5,000.00          |
| 7. Landscaping                              | \$10,000.00         |
| 8. Exterior Lighting                        | \$5,000.00          |
| <b>TOTAL ESTIMATED PROJECT COSTS</b>        | <b>\$100,149.00</b> |

Estimated CVIP Grant \$50,000 00

Note – Items in bold are "Pre-approved Qualified Exterior Improvements"  
Interior Rehab Project Costs to bring rooms up to code cost the Owner approximately  
**\$300,000.00.**

#### Schedule of Improvements

Work will begin 15 days after approval of Agreement and should be complete within 90 days, depending on contractor's work schedule/work load

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

|             |                                                                |
|-------------|----------------------------------------------------------------|
| Block 1     | <u>Contracting Entity</u>                                      |
|             | AT HOME SIMPLICITY, LLC                                        |
| Name        | TIFFANY BEGUM                                                  |
| Address     | 3945 South Wasatch Blvd, Suite 303<br>Salt Lake City, UT 84124 |
| Telephone   | Cell - 801-414-7244<br>Office - 801-277-6700                   |
| EIN or DUNS | 08-1384564                                                     |

| Block 2 | Description:                                                                                     |
|---------|--------------------------------------------------------------------------------------------------|
|         | <p>Subject Matter of Contract/Agreement:</p> <p><b>Commercial Visual Improvement Program</b></p> |
| RFP #:  | N/A                                                                                              |

Block 3 Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

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

|    | FULL NAME/TITLE     | BUSINESS ADDRESS                                                | BUSINESS PHONE                               |
|----|---------------------|-----------------------------------------------------------------|----------------------------------------------|
| 1. | Tiffany Begum (50%) | 3945 South Wasatch Blvd., Suite 303<br>Salt Lake City, UT 84124 | 801-414-7244 (cell)<br>801-277-6700 (Office) |
| 2. | Anthony Begum (50%) | 3945 South Wasatch Blvd., Suite 303<br>Salt Lake City, UT 84124 | 801-277-6700 (Office)                        |
| 3. |                     |                                                                 |                                              |
| 4. |                     |                                                                 |                                              |
| 5. |                     |                                                                 |                                              |
| 6. |                     |                                                                 |                                              |
| 7. |                     |                                                                 |                                              |
| 8. |                     |                                                                 |                                              |

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets. 6

Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document. \_\_\_\_\_

Date of Attached Document \_\_\_\_\_ Number of Pages \_\_\_\_\_

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate

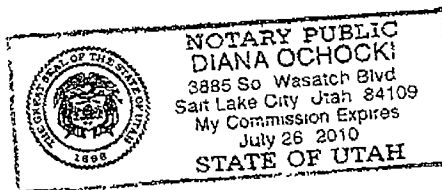
Tiffany Begum  
Name Tiffany Begum

Date - 7-2-07

State of Utah  
County of Salt Lake

This instrument was acknowledged before me on

January 2, 2007 (date) by  
Tiffany Begum (name of person)  
Diana Ochocki  
Notary Public -



## ATTACHMENT 7

### PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF UTAH }  
 } ss  
COUNTY OF \_\_\_\_\_ }

I, TIFFANY BEGUM, being first duly sworn, depose and state under penalty of perjury as follows:

1 I am a corporate officer, managing member, or sole proprietor of AT HOME SIMPLICITY d/b/a UPTOWN MOTEL, a company duly organized in the State of UTAH as a LIMITED LIABILITY COMPANY, (the "Participant"). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 813 EAST OGDEN AVENUE ("Site"), as more particularly described by the Commercial VIP Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on \_\_\_\_\_.

2 I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

Assistance from the Agency will allow me to make certain improvements to the Site (the "Project") which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- a. Encourage the creation of new business or other appropriate development; ☒
- b. Create jobs or other business opportunities for nearby residents; ☐
- c. Increase local revenues from desirable sources; ☒
- d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
- e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
- f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
- g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

- a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; . . . or
- b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant

4. Employment Plan Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the Redevelopment Area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

Furthermore, the Project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 2 day of January, 2007.

At Home Simplicity LLC d/b/a Uptown Motel

Tiffany Begum

Authorized Representative: TIFFANY BEGUM

Title: MANAGING MEMBER

State of UTAH

County of Salt Lake

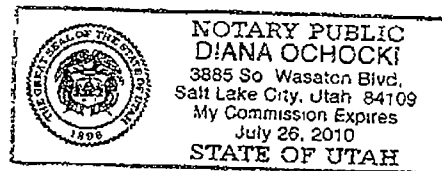
This instrument was acknowledged before me on

(date) Jan 2, 2007 by Tiffany

Begum (name of person)

Diana Ochocki

Notary Public





## Public Purpose/Impact Analysis

City Council/Redevelopment Agency Meeting  
January 17, 2007

**Title of Project:** Commercial Visual Improvement Agreement (CVIP) between the LV Redevelopment Agency and At Home Simplicity, LLC d/b/a Uptown Motel (813 East Ogden Avenue)

**Project Description:** Exterior improvements will be undertaken by the CVIP applicant/property owner for the property located at 813 East Ogden Avenue. Improvements include the following: rehabilitation of neon sign; new office windows; repair and repaint of building; new awning; new entryway/security gate; installation of decorative sheet metal siding; landscaping; and exterior lighting.

**Sponsor/Developer:** At Home Simplicity, LLC d/b/a Uptown Motel

**Assistance Provided by:** Redevelopment Agency. Total project cost is approximately \$100,149.00. Agency will reimburse the CVIP applicant on a 1:1 basis for pre-approved qualified exterior improvements, up to a maximum of \$50,000.00. Upon completion of the project, the Agency will reimburse the CVIP applicant approximately \$50,000.00 for exterior improvements. Agency will also record a Façade Easement and Building Maintenance Agreement against the property for a period of five (5) years, from date of completion of project.

**Number of Direct Jobs Created:** NA

**Number of Indirect Jobs Created:** 8 Employees from the following trades: electrical, carpentry, signage (metal fabrication), and painting.

**Number of Direct Jobs Retained:** 2 employees (Manager and security guard) and 2 on-call employees (Housekeeping).

**Pertinent Statutes Used for Public Purpose:**

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

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

The project will improve the exterior appearance of a property in the redevelopment area where the majority of surrounding buildings were built in the 1940's, 50's, and 60's. Additionally, the CVIP applicant purchased the property in 2004 and has spent over \$300,000 to renovate all motel rooms and bring them up to code. Patrons/guests of the motel will be staying in a

business that is up to code and provides an increased level of safety. Previously, the motel was rented to individuals on a weekly basis, since the renovations the CVIP applicant is only going to allow daily rentals.

**Quantitative Economic Benefits:**

\$100,149.00 is being fed into the local economy through the employment of subcontractors and all materials used for the project are bought locally.

**Private Investment:**

Applicant will be funding the entire project cost of approximately \$100,149.00. Once the project is completed, then the CVIP will reimburse the applicant for 50 percent of the pre-approved exterior improvements (up to a maximum of \$50,000.00), approximately \$50,000.00 and keeping within the CVIP program criteria of leveraging private investment with public investment. Additionally, the CVIP applicant has already spent over \$300,000 to rehabilitate the interior of the property.

**Public Investment:**

The CVIP program requires a 1:1 match from the applicant for all pre-approved exterior improvements. Once the project is complete the Redevelopment Agency will record a Façade Easement and Building Maintenance Agreement against the property for a period of five years. At the end of five years, the property is façade easement and building maintenance agreement is removed from the property.

**Total direct Economic Impact:**

\$100,149.00

**Total Indirect Economic Impact:**

Not measurable at this time. However, this CVIP could be a catalyst for other redevelopment projects in the surrounding neighborhood, i.e. the business next door to the CVIP applicant (Lucky Mart) has expressed an interest in filing a CVIP application.

Economic Impact Study Performed:

Yes ☐

No ☒

Return on Investment Analysis Performed:

Yes ☐

No ☒

**SITE MAP**  
**(813 East Ogden Avenue – Uptown Motel)**



**AGENDA SUMMARY PAGE**

**REDEVELOPMENT AGENCY MEETING OF: JANUARY 17, 2007**

**DEPARTMENT: BUSINESS DEVELOPMENT**

**DIRECTOR: SCOTT D. ADAMS**

**SUBJECT:**

ABEYANCE ITEM - Report and possible action regarding Redevelopment Agency projects currently under contract or in negotiation - Wards 1, 3 and 5 (Tarkanian, Reese and Weekly)

**Fiscal Impact**

☒

**No Impact**

☐

**Augmentation Required**

☐

**Budget Funds Available**

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

To update the Redevelopment Agency Board on Redevelopment Agency projects currently under binding contracts with owners, developers and consultants, or in negotiation, and to receive input from the Redevelopment Agency Board on the progress of projects as warranted.

**RECOMMENDATION:**

Accept report.

**BACKUP DOCUMENTATION:**

Submitted after meeting – hardcopy of PowerPoint presentation by Scott Adams

Motion made by GARY REESE to Approve to Accept the report

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, updated the Agency members on the status of various Redevelopment Agency ongoing projects using a PowerPoint presentation, a copy of which is made a part of the minutes.

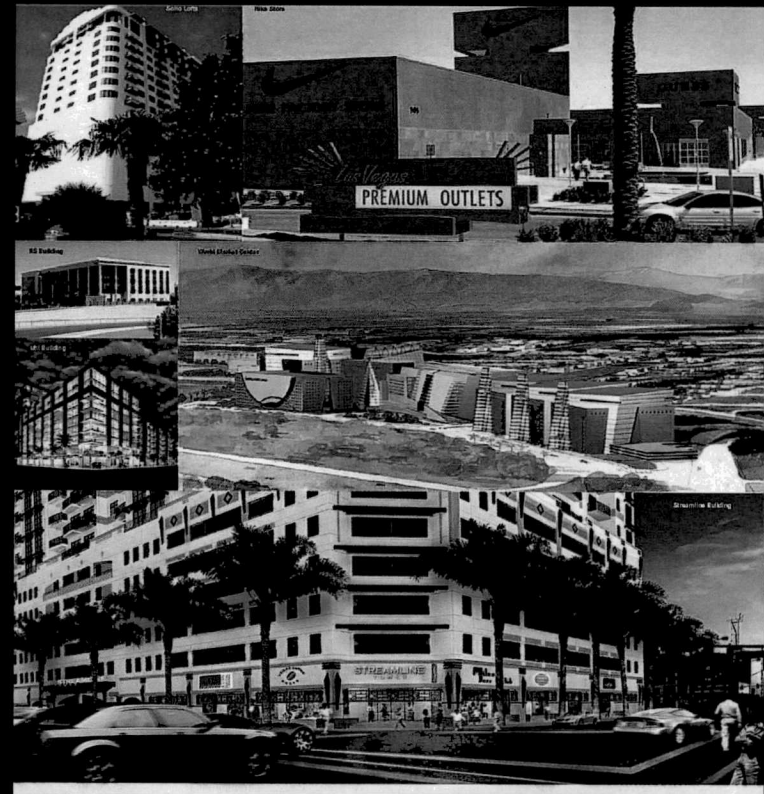
MEMBER REESE asked if the Malone Brown parking garage would be open to the public, because he has heard that it has been sold out to the businesses in the area, to which MR. ADAMS answered that he would follow up and ascertain the intentions of the owner.

TOM McGOWAN, Las Vegas resident, asked if Epic Shoes is located on north or south Main Street, commended the staff of the Office of Business Development for all their work, and then questioned the socio-economic status of the people that are to occupy the oncoming downtown residential buildings.

# Urban Renaissance In Las Vegas

RDA Project Update

January 17, 2007



*City of Las Vegas Redevelopment Agency  
Office of Business Development*

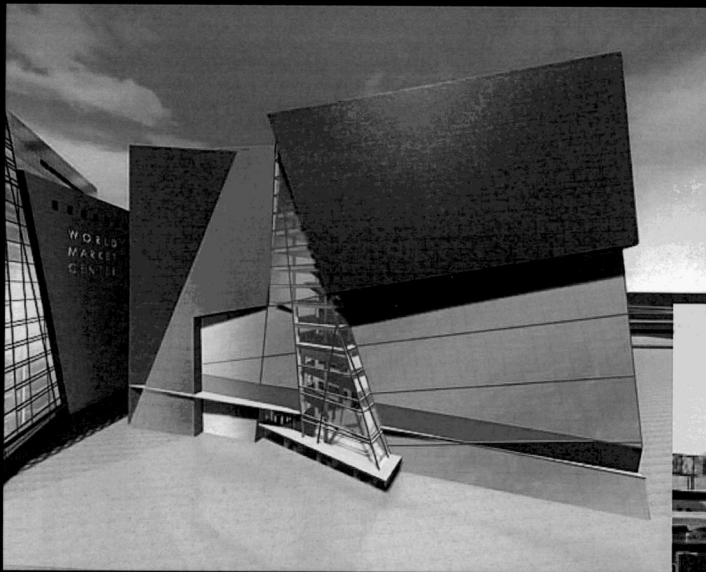
*City of Las Vegas*

# World Market Center, Phase 2



*City of Las Vegas*

# World Market Center, Phase 3



12.29.2006

*City of Las Vegas*



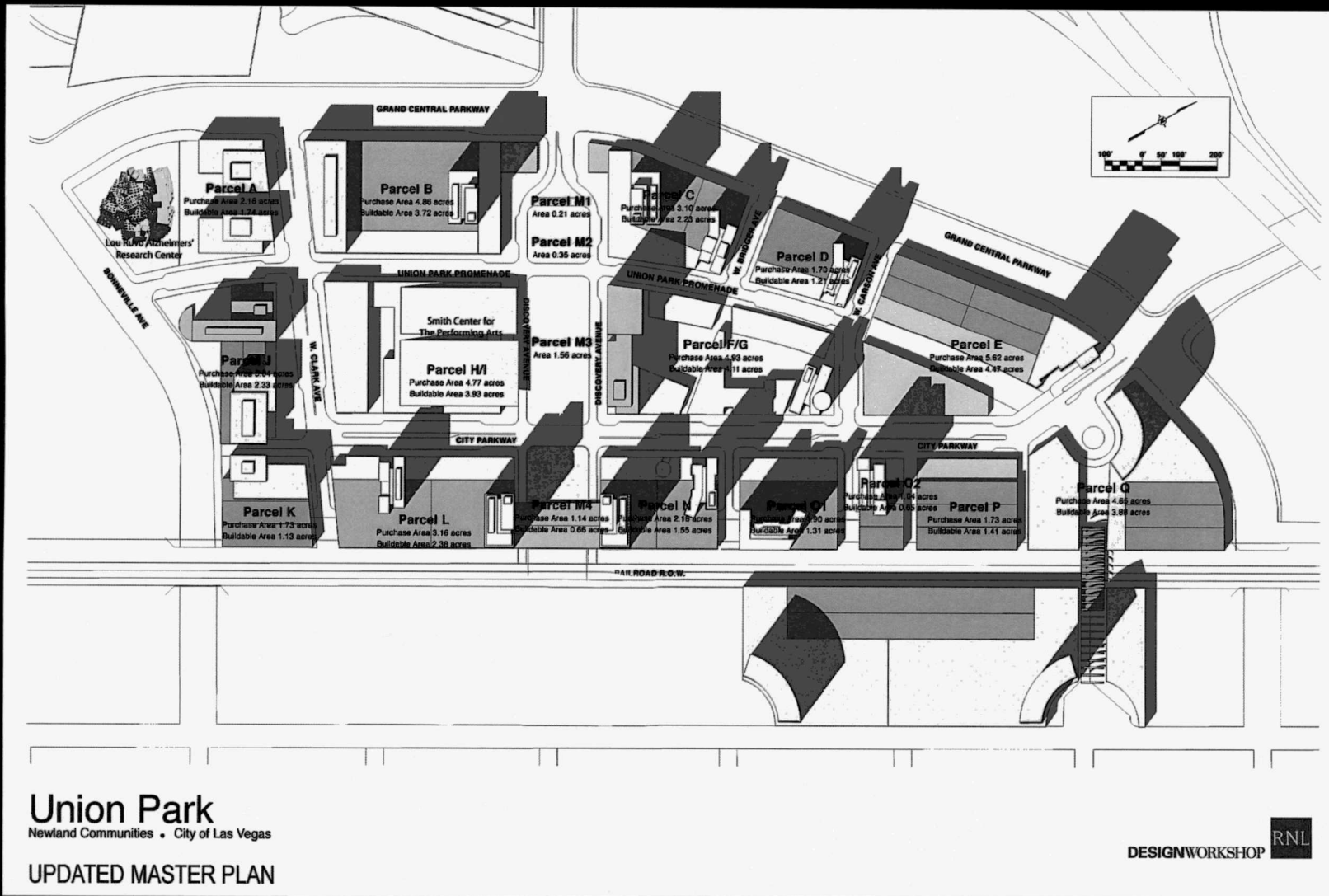
# World Market Center, All Phases



*City of Las Vegas*

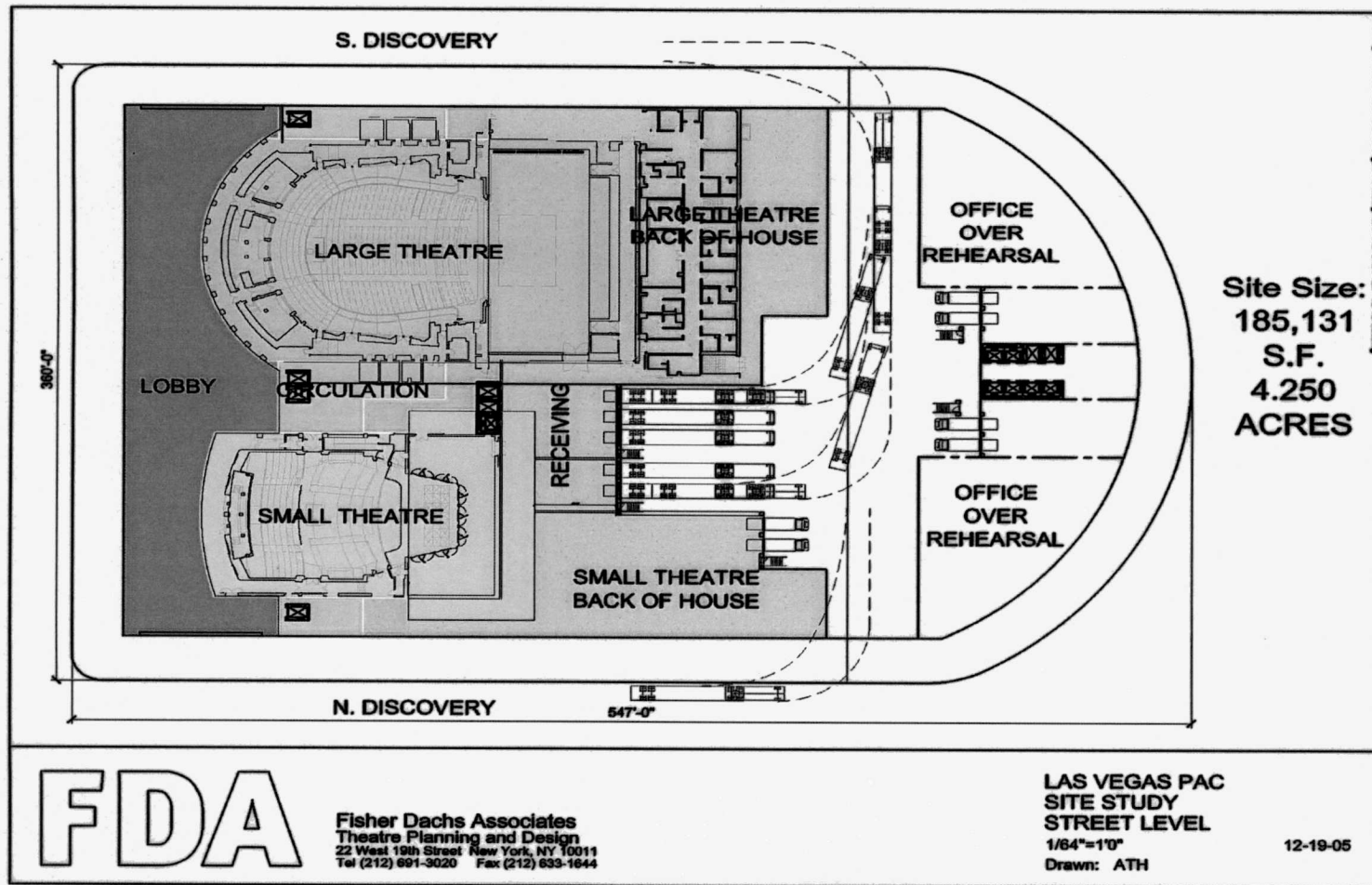


# Union Park



*City of Las Vegas*

# Smith Center for the Performing Arts



*City of Las Vegas*

# Lou Ruvo Brain Institute



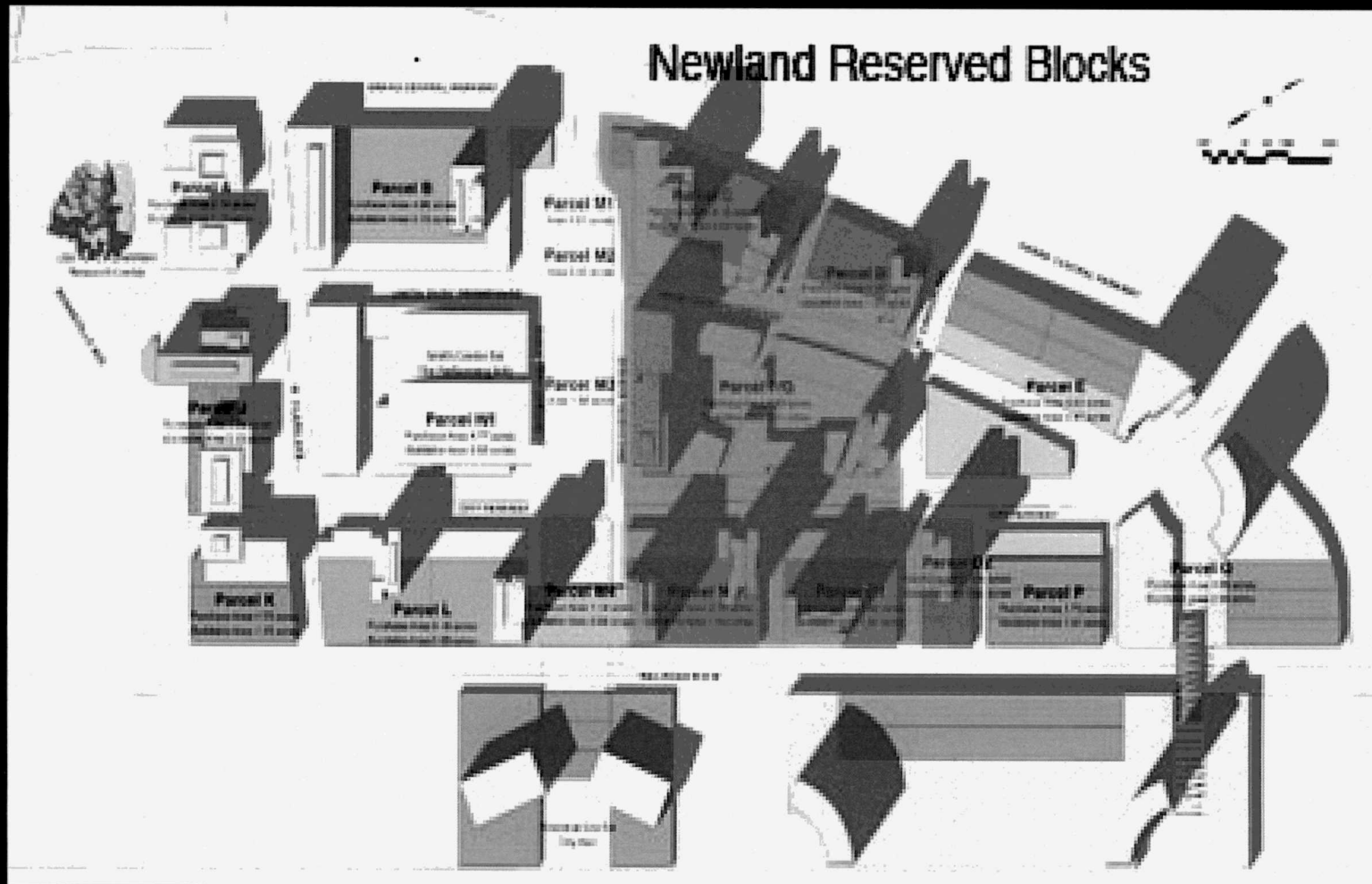
*City of Las Vegas*

# World Jewelry Center



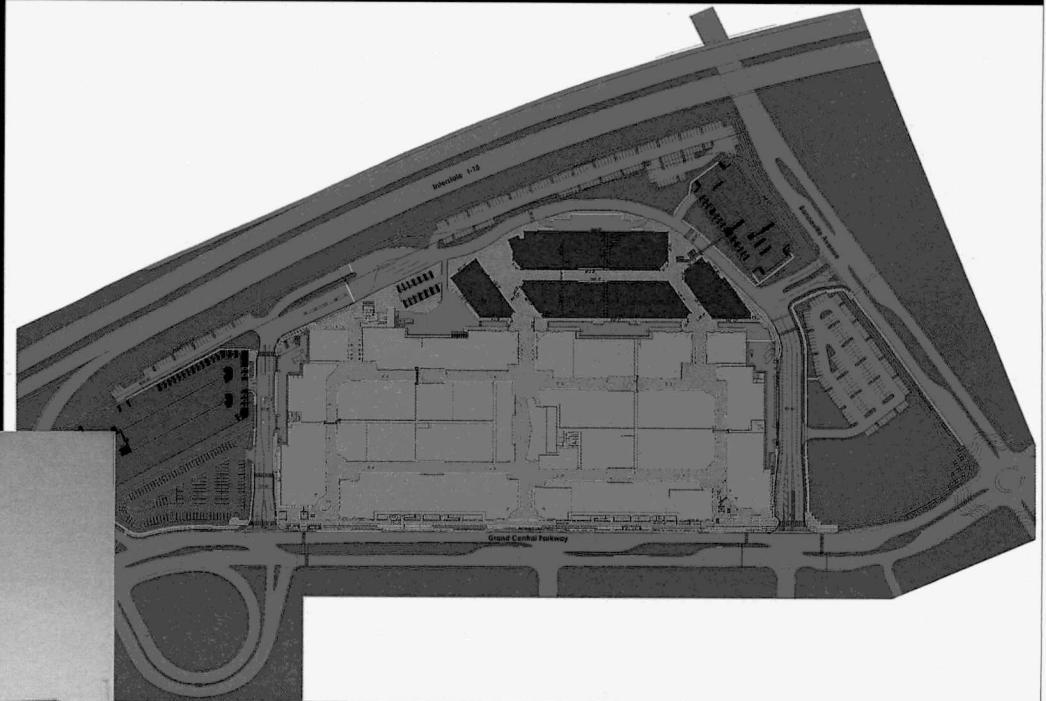
*City of Las Vegas*

# Newland Properties



*City of Las Vegas*

# LV Premium Outlets Grand Central / Bonneville



*City of Las Vegas*

# **SNWA / Molasky**

## **Parkway Center: F Street / Ogden**



***City of Las Vegas***



# Downtown Development

## Residential Projects

- 100 Entitled Projects
- More Than 16,800 Planned Units

*City of Las Vegas*



# **Soho Lofts, Cherry Dev. Co.**

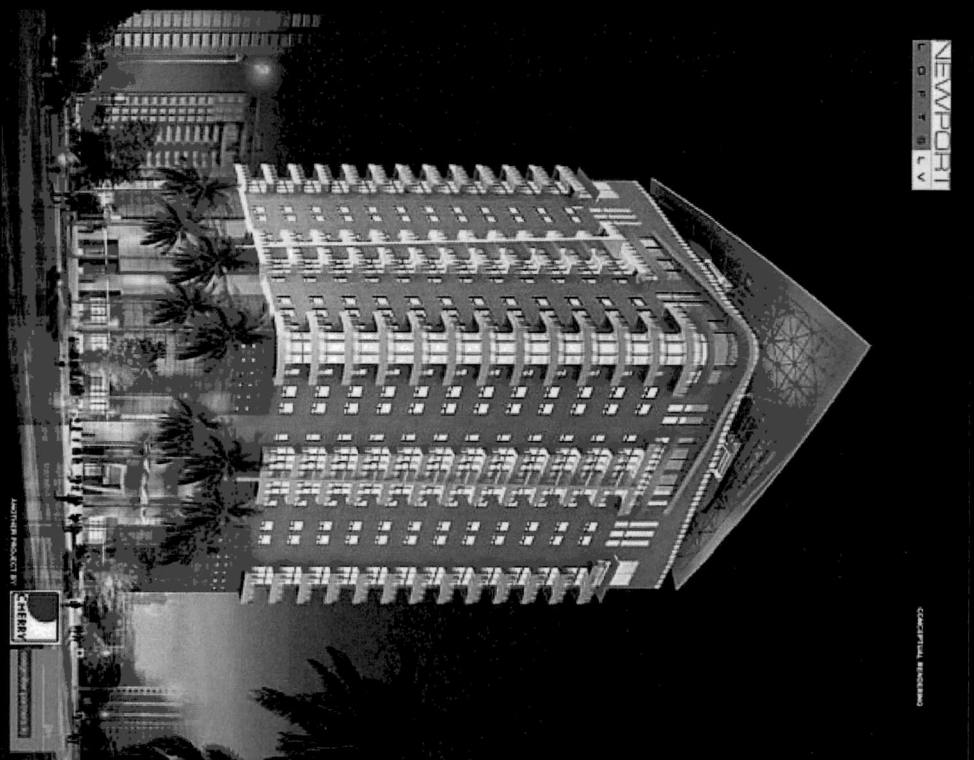
## **Las Vegas Boulevard / Hoover**



*City of Las Vegas*

# Newport Lofts

## Casino Center / Hoover



*City of Las Vegas*

# Allure Towers

## Sahara/Las Vegas Boulevard



*City of Las Vegas*

# juhl (CityMark)

## Office District: Fourth / Bonneville



*City of Las Vegas*

# Streamline Tower

## LVB / Ogden



*City of Las Vegas*

# Evolution Tower – Phase I

## 1026 S. Third St.



*City of Las Vegas*



# Potato Valley Café

## Ground Floor Retail: L'Octaine

Las Vegas Boulevard / Gass Avenue



*City of Las Vegas*

# Urban Lofts 11<sup>th</sup> & Carson



*City of Las Vegas*



# **Downtown Development**

## **Entertainment District**

***City of Las Vegas***

# Fremont East District



*City of Las Vegas*

# Beauty Bar

## Fremont East District



12.29.2006

*City of Las Vegas*

# Beauty Bar

## Fremont East District



VIEW FROM DOWN STREET FROM PROPERTY

*City of Las Vegas*

# The Griffin

## Fremont East District



*City of Las Vegas*

# The Griffin

## Fremont East District



*City of Las Vegas*

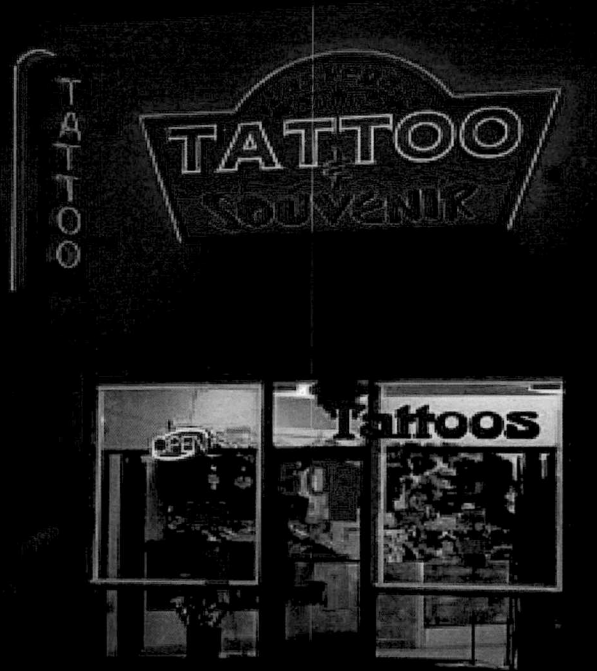
# The Griffin & Las Vegas Tattoo

## Fremont East District



*City of Las Vegas*

# Las Vegas Tattoo Fremont East District



11.29.2006

*City of Las Vegas*



# Take 1 Nightclub Fremont East District



*City of Las Vegas*

# Downtown Cocktail Room

## F.E.D. Las Vegas Boulevard



*City of Las Vegas*

# 601 Fremont St.

## F.E.D. - Fremont & Sixth streets



*City of Las Vegas*

# Pokderdome Neonopolis

450 Fremont St.



*City of Las Vegas*

# Hogs & Heifers

## The Block

Third Street



*City of Las Vegas*

# Frank Wright Plaza

## Fourth Street & Stewart Avenue



*City of Las Vegas*

# Hennessey's Tavern

425 Fremont St.



12.27.2006

*City of Las Vegas*

# Mickie Finnz

425 Fremont St.



*City of Las Vegas*



# **Redevelopment Projects**

**East and West Las Vegas**

*City of Las Vegas*

# Senior Housing, Alpha Omega

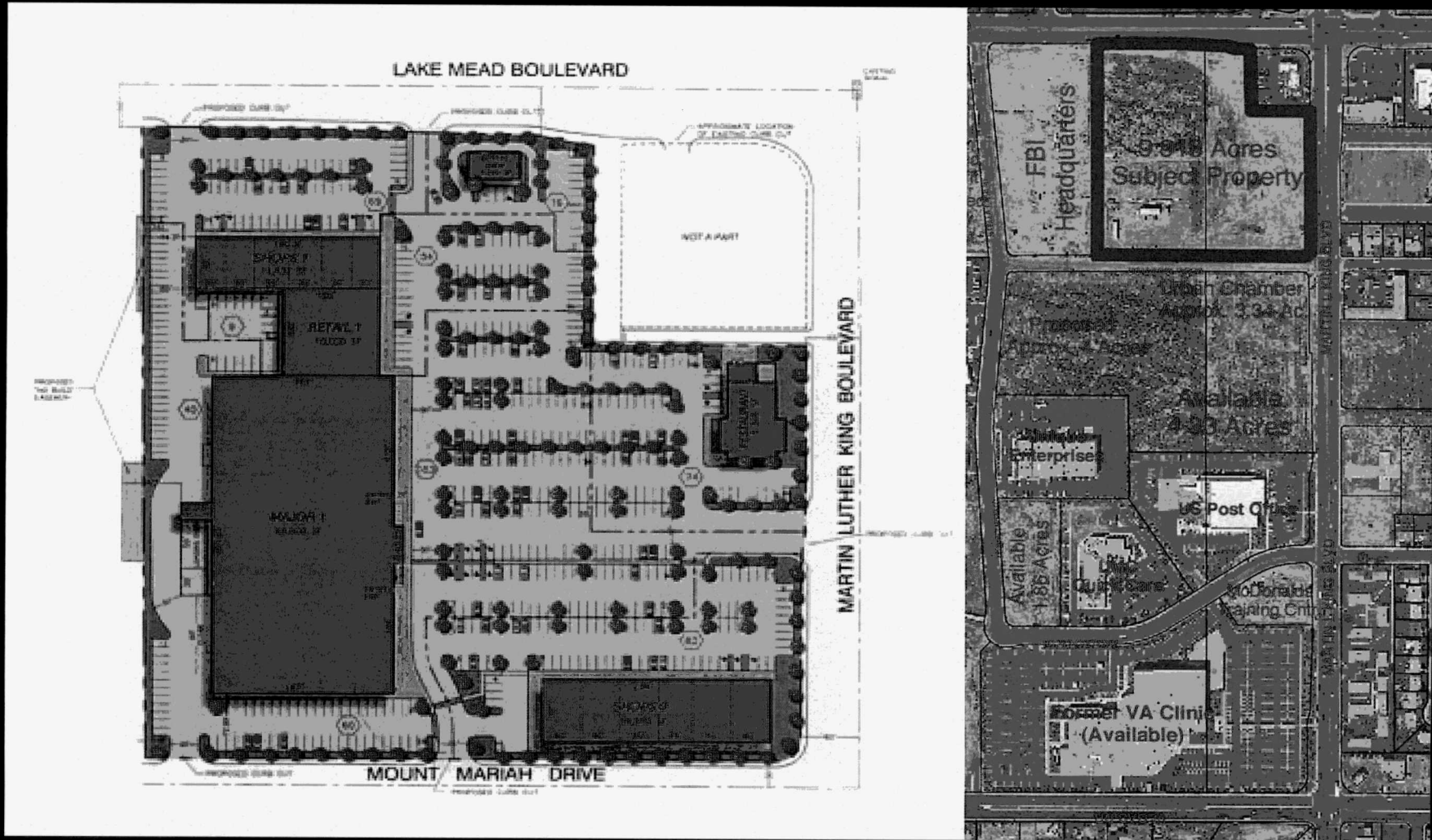
1501 N. Decatur



*City of Las Vegas*

# DLC Urban Core Plan

## Enterprise Park



***City of Las Vegas***

# Edmond Town Center

West Las Vegas: Owens & H Street



*City of Las Vegas*

# RLT Corp. Office/Training Enterprise Park



*City of Las Vegas*

# Stella Lake Office (FBI)

## Enterprise Park



*City of Las Vegas*

# Urban Chamber of Commerce Enterprise Park



*City of Las Vegas*



# Expertise School of Beauty

## Enterprise Park



*City of Las Vegas*



# Foundation for an Independent Tomorrow Enterprise Park



*City of Las Vegas*

# Stewart – Mojave RFP



*City of Las Vegas*

# **Downtown Casinos**

## **Overview**

*City of Las Vegas*

# El Cortez

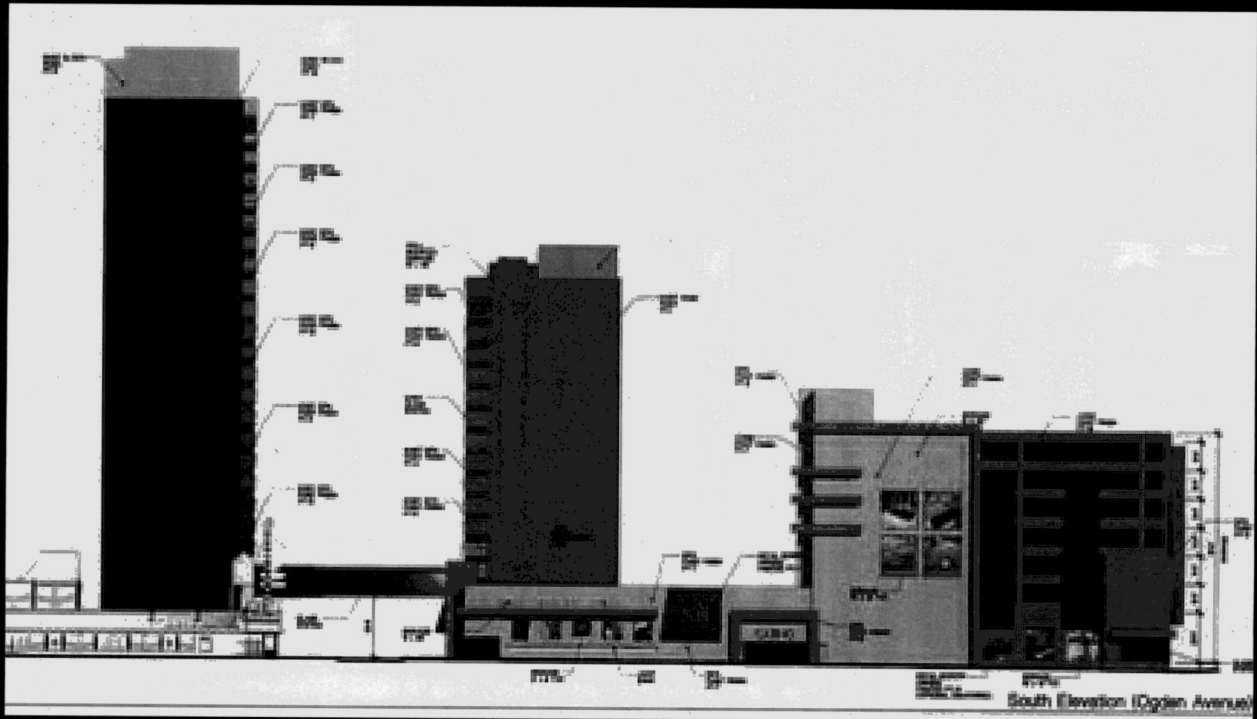
## 600 Fremont Street



*City of Las Vegas*

# Lady Luck

221 N. Third St.



*City of Las Vegas*

# Golden Nugget

## Casino Drive



*City of Las Vegas*

# **Redevelopment Projects**

## **Other**

*City of Las Vegas*

**AGENDA SUMMARY PAGE**  
**REDEVELOPMENT AGENCY MEETING OF: JANUARY 17, 2007**

**SUBJECT:**

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

Minutes:

AL HASSIN, Las Vegas resident and retired Navy veteran, read his written comments, which were not submitted for the minutes; regarding a newspaper article about the failing Neonopolis and the many funds the City expended on it. He then complained about the lack of affordable housing units in the city and about the high-price of what the City considers to be affordable housing, which include very small units

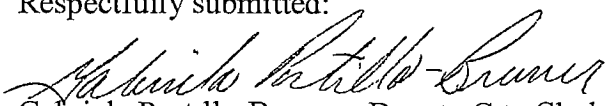
TOM MCGOWAN, Las Vegas resident and candidate for Mayor, announced that he would not be seeking campaign contributions, as he intends to win without any competition. He then said that, if CHAIRMAN GOODMAN wishes to become the Mayor of unincorporated Clark County, he could bring an NBA all-star game to the Thomas & Mack.

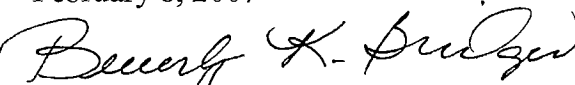
CARL MADONIC said that, as a registered voter, he has a right to speak. He commented that the public expects government to perform miracles, but the people have to work with the government to make progress.

ANTHONY HODGES, 123 Sir David Way, advised MEMBER TARKANIAN that he would make a big presentation during the afternoon session of the 1/17/2007 Council meeting.

The meeting adjourned at 12 07 p.m.

Respectfully submitted:

  
Gabriela Portillo-Brenner, Deputy City Clerk  
February 8, 2007

  
Beverly K. Bridges, Acting Secretary