

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

# MINUTES

Meeting of  
**AUGUST 6, 2008**  
 8:00 A.M.

Called To Order: 8:03 A.M.  
 Adjourned: 8:34 A.M.

REDEVELOPMENT AGENCY	PRESENT	EXCUSED
CHAIRMAN OSCAR B GOODMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MEMBER GARY REESE - VICE-CHAIRMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MEMBER LARRY BROWN (Excused until 8:06 AM)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MEMBER STEVE WOLFSON	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MEMBER LOIS TARKANIAN (Excused until 8 06 AM)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MEMBER STEVEN D. ROSS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MEMBER RICKI Y. BARLOW	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DOUG SELBY, EXECUTIVE DIRECTOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BRAD JERBIC, CITY ATTORNEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BEVERLY K BRIDGES, SECRETARY	<input checked="" type="checkbox"/>	<input type="checkbox"/>

APPROVED BY REFERENCE SEPTEMBER 17, 2008

ATTEST:

  
 SECRETARY

  
 CHAIRMAN

# City of Las Vegas

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

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

**August 6, 2008**

**8:00 AM**

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

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS 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. Report of Declarations of Interest in property located in the existing Redevelopment Areas
- 4 RA-9-2008 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program Agreement (CVIP) between the City of Las Vegas Redevelopment Agency (Agency) and Exber, Inc , (Owner) located at 201 North Seventh Street (APN 139-34-612-003) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan, and authorizing the execution of the CVIP Agreement by the Agency (\$50,000 – Redevelopment Agency Special Revenue Fund) - Ward 5 (Barlow) [NOTE This item is related to Council Item 59 (R-46-2008)]
- 5 RA-10-2008 – Discussion and possible action regarding a Resolution authorizing the Finance Officer of the City of Las Vegas Redevelopment Agency (RDA) to arrange and issue the sale of bonds ranging from \$130,000,000 to \$170,000,000 in one or more series to finance RDA projects - Ward 1 and 5 (Tarkanian and Barlow)
- 6 Discussion and possible action regarding the Fremont Square Parking Validation Program, formerly known as Neonopolis, and other parking and easement related matters for Wirrulla Hayward, LLC, located at 450 Fremont Street - Ward 5 (Barlow)
- 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







**AGENDA SUMMARY PAGE  
REDEVELOPMENT AGENCY MEETING OF: AUGUST 6, 2008**

**SUBJECT:**  
CALL TO ORDER

Minutes:

CHAIRMAN GOODMAN called the meeting to order at 8:03 a.m.

PRESENT: MEMBERS REESE, BROWN (arrived at 8:06 a.m.), WOLFSON, TARKANIAN (arrived at 8:06 a.m.), ROSS and BARLOW

ALSO PRESENT: DOUG SELBY, Executive Director, BRAD JERBIC, City Attorney and BEVERLY K. BRIDGES, Secretary



**AGENDA SUMMARY PAGE**  
**REDEVELOPMENT AGENCY MEETING OF: AUGUST 6, 2008**

**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: AUGUST 6, 2008**

**DEPARTMENT: CITY CLERK**

**DIRECTOR: BEVERLY K. BRIDGES**

Consent  Discussion

**SUBJECT:**

Report of Declarations of Interest in property located in the existing Redevelopment Areas

**Fiscal Impact**

No Impact

Augmentation Required

Budget Funds Available

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

The Nevada Community Redevelopment Law (NRS 279.454) requires any officer or employee of the City who participates in the formulation of or approval of plans or policies for the redevelopment area to disclose any direct or indirect financial interest he/she has in said property; and, if any officer or employee owns, purchases or acquires any interest in such property, they shall make a written disclosure of said interest on the minutes of both the City Council and the Redevelopment Agency

**RECOMMENDATION:**

Report only. By receiving this report, the Council acknowledges the names of those persons filing a Disclosure of Interest as indicated in Attachment B and that Attachment B is made part of the minutes of today's Redevelopment Agency Meeting.

**BACKUP DOCUMENTATION:**

1. Agenda Memo Containing Procedure Used by Secretary to the Agency for Appropriate Filings
2. Distribution List (Attachment A)
3. Completed Filings for Those Persons with an Interest to Declare (Attachment B)

Minutes:

No motion required A report was given.

BEVERLY BRIDGES, CITY CLERK, read the Purpose/Background and explained that with this item along with City Council Consent Item 14 relative to Disclosure of Interest, the requirements of the Nevada Community Redevelopment Law (NRS 279.454) will be satisfied.

**AGENDA MEMO**

**REDEVELOPMENT AGENCY MEETING DATE: August 6, 2008**

**DEPARTMENT: City Clerk/Agency Secretary**

**ITEM DESCRIPTION: Report on Declarations of Interest in Redevelopment Areas**

As noted on the Agenda Summary Page, the Nevada Community Redevelopment Law contains a provision (NRS 279.454) which requires any officer or employee of the City who in the course of their duties participates in the formulation of or approval of plans or policies for the redevelopment area to disclose any direct or indirect financial interest he or she has in said property; and, if any officer or employee owns, purchases or acquires any interest in such property, they shall make a written disclosure of said interest.

This law further requires that said interest be disclosed to both the Redevelopment Agency and City Council and that this be entered upon the Minutes of both bodies.

Notification for disclosure was distributed to those City employees on the attached list with a disclosure form to be returned to the City Clerk if appropriate (Attachment A). It was the responsibility of the Department Directors to determine if their department fell under the jurisdiction of this section of NRS and if so, to have appropriate staff members also submit the disclosure form. Declaration forms are attached (Attachment B) only for those persons who had an interest to declare.

This is a duplicate item on both the City Council and Redevelopment Agency agendas.

Attachments A & B

**ATTACHMENT "A"**

**DISCLOSURE OF INTEREST  
REDEVELOPMENT AREA  
CHECKLIST**

<b>DISTRIBUTION</b>	<b>DATE RECEIVED</b>
Mayor Oscar B Goodman	
Councilman Gary Reese	
Councilman Larry Brown	
Councilman Steve Wolfson	
Councilwoman Lois Tarkanian	
Councilman Steven D. Ross	
Councilman Ricki Y. Barlow	
Douglas Selby, City Manager	
Steve Houchens, Deputy City Manager	
Elizabeth Fretwell, Deputy City Manager	
Orlando Sanchez, Deputy City Manager	
Barbara Jackson, Director, City Manager's Office	
Brad Jerbic, City Attorney	
Beverly K Bridges, City Clerk	
Stephen Harsin, Director, Neighborhood Services	
Jorge Cervantes, Director, Public Works	
Mark Vincent, Director, Finance	
Greg Gammon, Fire Chief, Fire Services	
Ted Olivas, Acting Director, Administrative Services	
David Riggleman, Director, Communications	
F Claudette Enus, Director, Human Resources	
Margo Wheeler, Director, Comm Planning & Development	
Christopher Knight, Interim Director, Building & Safety	
Scott Adams, Director, Office of Business Development	
Billie Bastian, Acting Director, Leisure Services	
Karen Coyne, Director, Detention & Enforcement	
Joseph Marcella, Director, Information Tech	
Radford Snelding, City Auditor	
James P Carmany, Court Administrator, Municipal Court	
Larry Haugsness, Director, Field Operations	
Ted Olivas, Director, Government and Community Affairs	
<b><u>Planning Commission Members:</u></b>	
Ric Truesdell	
Vicki Quinn	
David Steinman	
Byron Goynes	
Sam Dunnam	
Steven Evans	
Glenn Trowbridge	



DATE: June 23, 2008  
 TO: BEVERLY K. BRIDGES  
 CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY  
 RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

*Please complete the following information:*

Name: STEVE WOLFSON  
 Title: COUNCILMAN  
 Department: CITY COUNCIL, WARD 2

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that *(please check)*

IDO   
IDO NOT

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

*If you do hold a financial interest, please specify below (attach additional sheets if needed):*

Location of Property:

601 S. 7<sup>th</sup> STREET

Description of Interest:

OWN PROPERTY / OFFICE BUILDING AT THIS LOCATION.

2008  
 JUN 24 P 2:43  
 BEVERLY K. BRIDGES  
 CITY CLERK

[Signature] 6/24/08  
 Signature (Required) (Date)



DATE: June 23, 2008  
 TO: BEVERLY K. BRIDGES  
 CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY  
 RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: GARY REESE  
 Title: Mayor Pro-Tem  
 Department: City Council

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that **(please check)**

I DO   
I DO NOT

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

2008 JUN 27 P 1:35  
 RECEIVED  
 CITY CLERK

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

2341 East Bonanza Rd.  
L.U. No. 89101

2008 JUN 27 P 1:35  
 RECEIVED  
 CITY CLERK

Description of Interest:

Part owner in the Reno Bamber Shop

Gary Reese Signature (Required) June 27, 2008 (Date)



DATE: June 23, 2008  
 TO: BEVERLY K. BRIDGES  
 CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY  
 RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

RECEIVED  
 CITY CLERK  
 2008 JUL - 23 AM 11:07

Please complete the following information:

Name: Richard W Twissell  
 Title: Planning Commissioner  
 Department: LV- Planning Commission

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that **(please check)**

I DO   
I DO NOT

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

- ① 1211 So Third St APN 162 03-110 -011 Vacant Land
- ② 2233 W. Blvd So. Retail Mart
- ③ 2200 Paradise Rd. Retail

Description of Interest:

- ① Owned By Cornerstone Companies - NV Corp \* owned
- ② Cornerstone owns 28% \*
- ③ u u u \*

[Signature] 6-30-2008  
 Signature (Required) (Date)

\* By my wife and myself



DATE: June 23, 2008  
 TO: BEVERLY K. BRIDGES  
 CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY  
 RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: Sharon Segerblom  
 Title: Administrative Officer  
 Department: Detention & Enforcement

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that *(please check)*

I DO   
I DO NOT

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

704 S. 9th Street 89101  
1242 Park Circle 89102

RECEIVED  
 CITY CLERK  
 JUN -9 3:39

Description of Interest:

5070 9th  
1007 Park Circle

Sharon Segerblom 7/8/08  
 Signature (Required) (Date)



DATE: June 23, 2008  
 TO: BEVERLY K. BRIDGES  
 CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY  
 RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

**Please complete the following information:**

Name: Robert Culverson  
 Title: Permit Tech.  
 Department: Building & Safety

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that **(please check)**

I DO   
I DO NOT

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

**If you do hold a financial interest, please specify below (attach additional sheets if needed):**

Location of Property:

3812 Budding,

2008 JUN 16 P 1:02  
 RECEIVED  
 CITY CLERK

Description of Interest:

Home owner,

[Signature] 7/10/08  
 Signature (Required) (Date)



DATE: June 23, 2008  
 TO: BEVERLY K. BRIDGES  
 CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY  
 RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: PATRICIA F. JACOBS  
 Title: PLANS EXAMINER  
 Department: BUILDING & SAFETY

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (please check)

IDO   
IDO NOT

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

1561 CONSTOCK DR.  
LAS VEGAS NV 89106

Description of Interest:

SFD

2008 JUL 16 P 1:03  
 RECEIVED  
 CITY CLERK

Patricia F. Jacobs 7/15/08  
 Signature (Required) (Date)



DATE: June 23, 2008  
 TO: BEVERLY K. BRIDGES  
 CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY  
 RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: J. FRANKLIN SIMPSON  
 Title: NEIGHBORHOOD PLANNER  
 Department: NEIGHBORHOOD SERVICES

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (please check)

I DO   
I DO NOT

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

2008 JUN 18 PM 3:39  
 RECEIVED  
 CITY CLERK

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

255 E. BONNEVILLE AVENUE  
Unit 609 + 719

Description of Interest:

\$ 48,390 DOWN PAYMENT  
\$ 36,990 DOWN PAYMENT  
2,590 UPGRADES

[Signature] 7/10/08  
 Signature (Required) (Date)



DATE: June 23, 2008  
 TO: BEVERLY K. BRIDGES  
 CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY  
 RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: Joseph P. Ferber  
 Title: CONST. INSPECTOR II  
 Department: OFF-SITE INSPECTION & TESTING

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (please check)

I DO   
I DO NOT

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

1/4 AC @ N.W. CORNER @ RUSSELL  
AVE AND OLIVE ST. (SITES #  
2700 RUSSELL AVE)

Description of Interest:

PROPERTY OWNER

2008 JUL 18 PM 1:53  
 RECEIVED  
 CITY CLERK

Joseph P. Ferber 07/17/2008  
 Signature (Required) (Date)



DATE: June 23, 2008  
 TO: BEVERLY K. BRIDGES  
 CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY  
 RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: James von Tobel  
 Title: Survey Associate  
 Department: Public works

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (please check)

IDO   
IDO NOT

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

Lot 22, 23-26 Block 13 Clark Las Vegas Townsite  
Lot 5, 6-8 Block 5 " " "

Description of Interest:

Part owner

2008 JUL 18 P 1:55  
 RECEIVED  
 CITY CLERK

[Signature] 7-14-08  
 Signature (Required) (Date)



DATE: June 23, 2008  
 TO: BEVERLY K. BRIDGES  
 CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY  
 RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

*Please complete the following information:*

<b>Name:</b>	William Arent
<b>Title:</b>	Redevelopment Manager
<b>Department:</b>	Office of Business Development
<p>In accordance with the provisions of NRS 279.454, this is to advise the Clerk that <i>(please check)</i></p> <p><u>I DO</u>            <input checked="" type="checkbox"/></p> <p><u>I DO NOT</u>       <input type="checkbox"/></p> <p>hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".</p>	

*If you do hold a financial interest, please specify below (attach additional sheets if needed):*

Location of Property: Various

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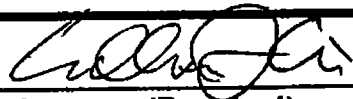
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Description of Interest:

In my 457 plan, I hold shares of American Century Real Estate Inv (REACX) and shares of Third Avenue Value Fund (TAVFX) which may make investments in property located within the Downtown Redevelopment Area.

	7/28/08
<b>Signature (Required)</b>	<b>(Date)</b>

755 S Grand Central Parkway

400 S 1st St

410 S 1st St

422 S 1st St

428 S 1st St

500 S 1st St

501 S 1st St

505 S 1st St

510 S 1st St

511 S 1st St

512 S 1st St

513 S 1st St

517 S 1st St

518 S 1st St

522 S 1st St

523 S 1st St

525 S 1st St

526 S 1st St

528 S 1st St

608 S 1st St

610 S 1st St

618 S 1st St

622 S 1st St

624 S 1st St

5 E Bonneville Ave

10 E Bonneville Ave

19 E Bonneville Ave

20 E Bonneville Ave

114 E Bonneville Ave

526 S Casino Center Blvd

108 Clark Ave

122 Clark Ave

112 Garces Ave

15 Lewis Ave

401 S Main St

401 S Main St

407 S Main St

413 S Main St

415 S Main St

415 S Main St

425 S Main St

505 S Main St

511 S Main St

517 S Main St

519 S Main St

521 S Main St

601 S Main St

629 S Main St

Other property which may be acquired without my knowledge or voting approval.

**AGENDA SUMMARY PAGE**  
**REDEVELOPMENT AGENCY MEETING OF: AUGUST 6, 2008**

**DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**  
**DIRECTOR: SCOTT D. ADAMS**

**SUBJECT:**  
**RESOLUTIONS:**

RA-9-2008 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program Agreement (CVIP) between the City of Las Vegas Redevelopment Agency (Agency) and Exber, Inc., (Owner) located at 201 North Seventh Street (APN 139-34-612-003) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan, and authorizing the execution of the CVIP Agreement by the Agency (\$50,000 – Redevelopment Agency Special Revenue Fund) - Ward 5 (Barlow)  
[NOTE: This item is related to Council Item 59 (R-46-2008)]

**Fiscal Impact**

No Impact  
 Budget Funds Available  
 Augmentation Required  
**Amount:** \$50,000  
**Funding Source:** RDA Special Revenue Fund  
**Dept./Division:** OBD/Redevelopment Agency

**PURPOSE/BACKGROUND:**

This is a related item to discussion and possible action regarding assisting Exber, Inc., with the cost of improvements to the property located at 201 North Seventh Street. Exber, Inc., is undertaking a complete interior and exterior renovation of the property. Exterior improvements include a new facade, new windows, entry way, steel shades, stucco, paint, signage, lighting and stonework. Approval will adopt findings that the CVIP Agreement is in compliance with and furtherance of the goals and objectives of the Agency and the Redevelopment Plan.

**RECOMMENDATION:**

Staff recommends approval and to authorize the Chairman of the Redevelopment Agency to execute all related documents as required, following approval as to form by the City Attorney.

**BACKUP DOCUMENTATION:**

- 1. Resolution No. RA-9-2008
- 2. Public Purpose Impact Analysis
- 3. Site Map
- 4. Submitted after Meeting – Executed CVIP Agreement

Motion made by RICKI Y. BARLOW to Approve

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0  
RICKI Y. BARLOW, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN,  
GARY REESE, STEVE WOLFSON, STEVEN D ROSS; (Against-None); (Abstain-None);  
(Did Not Vote-None); (Excused-None)

**REDEVELOPMENT AGENCY MEETING OF: AUGUST 6, 2008**

NOTE: MEMBER WOLFSON disclosed that although he owns property on the corner of 7th Street and Bonneville Avenue, there is nothing associated with the El Cortez holdings that would have any affect on his property.

Minutes:

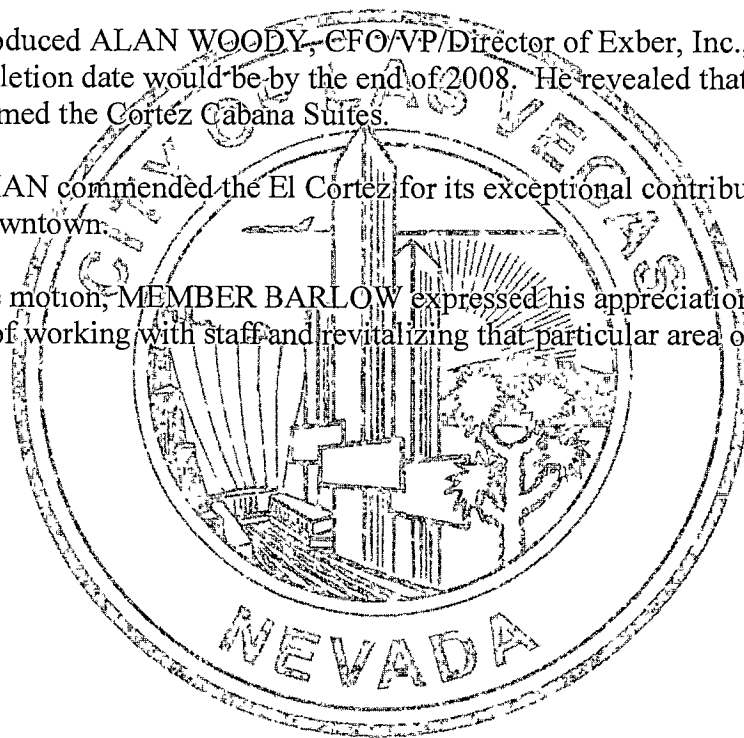
SCOTT ADAMS, Operations Officer of the Redevelopment Agency, explained that this item is relative to visual improvements for a project being developed by the El Cortez Hotel and Casino. He stated that plans are underway to renovate the existing Ogden House, noting that the City's grant would be used specifically for exterior improvements.

Using the overhead, MR. ADAMS displayed current photos and proposed renditions of the project. He added that the El Cortez has done an outstanding job of setting the pace for downtown redevelopment.

MR. ADAMS introduced ALAN WOODY, CFO/VP/Director of Exber, Inc., who estimated that the projected completion date would be by the end of 2008. He revealed that the former Ogden House will be renamed the Cortez Cabana Suites.

MAYOR GOODMAN commended the El Cortez for its exceptional contribution to the revitalization of downtown.

Prior to making the motion, MEMBER BARLOW expressed his appreciation to the El Cortez for a fabulous job of working with staff and revitalizing that particular area of East Fremont.





1 property or the redevelopment of an underdeveloped property in accordance with the  
2 Commercial VIP Program; and

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


8  
9 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of  
10 the Agency that the Agreement is hereby approved and determined to be in compliance with  
11 and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the  
12 Chairperson of the Governing Board of the Agency is hereby authorized and directed to  
13 execute the Agreement for and on behalf of the Agency, and to execute any and all additional  
14 documents (including any Attachments to the Agreement) and to perform any additional acts  
15 necessary to carry out the intent and purpose of the Agreement.  
16

17  
18 THE FOREGOING RESOLUTION and CVIP AGREEMENT was passed,  
19 adopted and approved this 6<sup>th</sup> day of August, 2008.

20  
21 CITY OF LAS VEGAS  
22 REDEVELOPMENT AGENCY

23  
24 By:   
OSCAR B. GOODMAN, Chairman

25 ATTEST:

26   
27 BEVERLY K. BRIDGES, CMC  
28 SECRETARY

APPROVED AS TO FORM:

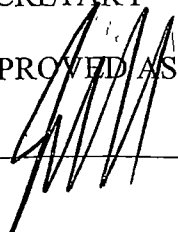
 7/17/08  
Date

EXHIBIT A

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

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, 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 EXBER, INC. ("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 Façade 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 has submitted paid invoices from contractor(s) to the Agency.
- b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Façade 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 Façade 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 Façade 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 Façade 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 Façade 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 Façade 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 Façade Easement or do anything in a manner that will damage or impair the Façade Easement Area or the structural integrity of the building.

**SECTION 4: OWNER'S REPURCHASE OPTION.** The Agency hereby grants the option to repurchase the Façade 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 Façade Easement Deed and shall continue until the termination date of the Façade 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 Façade 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 Façade 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 Façade 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 180 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" 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.

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 deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

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 \_\_\_\_\_, 2008 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").

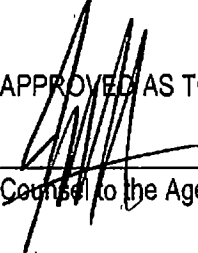
Date of Agency Approval:

\_\_\_\_\_, 2008.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
OSCAR B. GOODMAN, CHAIRMAN  
"Agency"

APPROVED AS TO FORM:

 \_\_\_\_\_  
Counsel to the Agency      9/17/08  
Date

ATTEST:

\_\_\_\_\_  
BEVERLY K. BRIDGES, CMC  
Secretary

EXBER, INC.

By: \_\_\_\_\_  
Irving K. Epstein  
Its: CEO

## LIST OF ATTACHMENTS

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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

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### LEGAL DESCRIPTION OF THE PROPERTY

Lot Nine (9) in Block Four (4) 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.

**ATTACHMENT 2**

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**PROOF OF OWNERSHIP OR LEASEHOLD INTEREST**

# GRANT, BARGAIN, SALE DEED

THIS INSTRUMENT WITNESSETH That VIDA E. HARDY, a widow

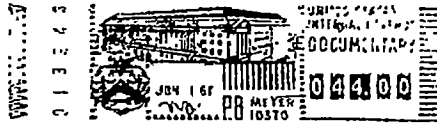
for consideration of \$ 10.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and convey to EXBER, INC., a Nevada Corporation

all that real property situate in the City of Las Vegas County of Clark State of Nevada, bounded and described as follows:

Lot Nine (9) in Block Four (4) 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.

**SUBJECT TO:**

- (1) Taxes for the fiscal year 1966-67 and subsequent thereto.
- (2) Public Improvement Bonds and/or Assessments on which all matured installments of principal and interest have been paid.
- (3) Restrictions, conditions, reservations, rights, rights of way, and easements, now of record.



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

Witness my hand this 12th day of May 1967

*Vida E. Hardy*  
Vida E. Hardy

STATE OF NEVADA  
COUNTY OF Clark

On May 18, 1967  
before me, the undersigned a Notary Public in and for said County and State, personally appeared

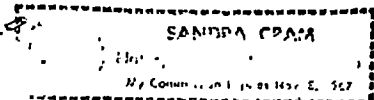
Vida E. Hardy

known to me to be the person described in said who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal

*Sandra Crain*  
Notary Public in and for said County and State

(Notarial Seal)



THIS FORM COMPLIMENTS OF  
Title Insurance and Trust Company

ESCROW NO. 106053-SC RECORDER'S  
ORDER NO. 106053-SC INSTRUMENT NO.  
WHEN RECORDED MAIL TO: Exber, Inc.

642437  
OFFICIAL RECORD HC 12 1967  
RECORDED AT REQUEST OF 800

Title Insurance and Trust Company

JUN 1 9 05 AM '67

CLARK COUNTY NEVADA  
PAUL E. HORN, RECORDER  
FEE per DEPUTY *ll*

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

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**DESCRIPTION OF THE FAÇADE EASEMENT AREA**

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

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

## ATTACHMENT 3

### FORM OF FACADE EASEMENT DEED

**APN: 139-34-612-003**

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

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### FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, EXBER, INC. ("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 G, 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.

...  
...  
...



ACKNOWLEDGMENTS

STATE OF NEVADA )  
 )ss.  
COUNTY OF CLARK )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2008 by IRVING K. EPSTEIN as CEO.

\_\_\_\_\_  
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 \_\_\_\_\_,  
2008 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

Lot Nine (9) in Block Four (4) 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.

## EXHIBIT B

### ~~DESCRIPTION OF THE FACADE EASEMENT AREA~~

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

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

EXHIBIT C

~~FORM OF FAÇADE EASEMENT REPURCHASE PRICE~~  
AMORTIZATION SCHEDULE

1. Amount of Purchase Price: \$50,000 (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: 139-34-612-003

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

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### BUILDING FACADE MAINTENANCE AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between EXBER, INC., 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 201 North 7<sup>th</sup> Street, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 139-34-612-004; 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 south East Ogden Avenue right-of-way, the west Seventh Street right-of-way and the northerly and westerly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Façade Easement for the Property (hereinafter "the Façade 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: IRVING K. EPSTEIN  
107 North Sixth Street, 3<sup>rd</sup> Floor  
Las Vegas, NV 89101

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.

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By: \_\_\_\_\_  
Name: IRVING K. EPSTEIN  
Title: CEO

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
BEVERLY K. BRIDGES, CMC  
Secretary

APPROVED AS TO FORM:

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

ACKNOWLEDGMENTS

STATE OF NEVADA )  
 )ss.  
COUNTY OF CLARK )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2008 by IRVING K. EPSTEIN as CEO.

\_\_\_\_\_  
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 \_\_\_\_\_,  
2008 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

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### LEGAL DESCRIPTION OF THE PROPERTY

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Lot Nine (9) in Block Four (4) 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.

## EXHIBIT B

### DESCRIPTION OF THE FACADE EASEMENT AREA

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

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

## ATTACHMENT 5

### SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Doors & Windows	\$582,382.00
2. Sunshades and Misc Steel	\$113,293.00
3. Masonry and Stone Veneer	\$24,572.00
4. Landscape Irrigation	\$10,000.00
5. Signage	\$15,211.00
6. Architectural, Engineering & Interior finishes)	\$5,598,500.00
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$6,343,958.00</b>

Estimated CVIP Grant \$50,000

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

#### Schedule of Improvements

Work should be complete within 180 – 240 days, depending on contractor's work schedule/work load.

# VIP Disclosure of Ownership/Principals

## VIP Contracting Entity Information

Name Exber, Inc.  
 Mailing Address 107 North Sixth - Third Floor  
 Business Phone 702-385-5200  
 Tax ID or Social Security Number 88-0090782

## Type of Business

Sole Proprietor \_\_\_\_\_ Partnership \_\_\_\_\_ Limited Liability Company \_\_\_\_\_ Corporation

## Disclosure of Ownership/Principals

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

Full Name & Title	Business Address	Business Phone
John D. Gaughan, President John D Gaughan Family LLC	600 East Fremont, LV NV, 89101	702-385-5200
Irving K. Epstein (in Trust) CEO/Secretary/Director	600 East Fremont, LV NV, 89101	702-385-5200
Dana Hofflander (in Trust) No position in the company	9113 Eagle Hills Drive, LV NV, 89134	702-869-8882
Ike Lawrence Epstein (in Trust) No position in the company	2960 West Sahara Ave., LV NV, 89102-1709	702-385-5200
Michael J. Nolan COO/VP/General Manager/Director	600 East Fremont, LV NV, 89101	702-385-5200
Alan J. Woody CFO/VP/Director	600 East Fremont, LV NV, 89101	702-385-5200
Lonny Zarowitz No position in the company	7621 Belmondo Lane, LV NV, 89128	702-228-1430

## Additional Ownership/Principals

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



# VIP Disclosure of Ownership/Principals

Business - Page 2 of 2

## Alternative Disclosure of Ownership/Principal

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

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

Date of Attached Document \_\_\_\_\_

Number of Pages \_\_\_\_\_

## Certification of Disclosure of Ownership/Principal - Business

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

Signature Joe Woody

Date 06/19/2008

State of Nevada  
County of Clark

This instrument was acknowledged before me on

06/16/2008 (date) by

Joe Woody (name of person)

Joy M. Farrell-Long  
Notary Public





VIP Participant Affidavit and Employment Plan

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis.

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

4. Participant hereby warrants the following:

- a. The property on which the project is situated is free of all Mechanic's Liens at the time of application.     ju     (initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years.     ju     (initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application.     ju     (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency.     ju     (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to 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 16th day of June, 2008

Authorized Signature:     Joe Woody    

SIGNED AND SWORN TO before

me this 16<sup>th</sup> day of JUNE, 2008, by JOE WOODY

NOTARY PUBLIC  
My Commission Expires:

    Joy M Farrell-Long    



CITY OF LAS VEGAS REDEVELOPMENT AGENCY



## Public Purpose/Impact Analysis

City Council/Redevelopment Agency Meeting  
August 6, 2008

**Title of Project:** Commercial Visual Improvement Agreement (CVIP) between the LV Redevelopment Agency and Exber, Inc. d/b/a Ogden House Motel (651 East Ogden Avenue)

**Project Description:** Total interior and exterior improvements will be undertaken by the CVIP applicant/property owner for the property located at 651 East Ogden Avenue.

**Sponsor/Developer:** Irving K. Epstein

**Assistance Provided by:** Redevelopment Agency. Total project cost is approximately \$6,343,958.00. Agency will reimburse the CVIP applicant on a 1:1 basis for pre-approved qualified exterior improvements. The Agency will reimburse the CVIP applicant \$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:** Not Applicable

**Number of Indirect Jobs Created:** Employment is based on those trades that will be utilized to complete this project. Trades to be utilized for this project will include electrical, construction, landscaping, structural, painting, and signage.

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

**Pertinent Statutes Used for Public Purpose:**

In accordance with NRS 279.486, the CVIP applicant has submitted a signed and notarized Participant Affidavit and Employment Plan which states that without the Redevelopment Agency's assistance, the proposed project would not be completed to a level that would 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 Ogden House Motel, to be renamed the Cortez Cabana Suites upon reopening, has been an underperforming asset for the El Cortez Hotel & Casino. Over the past 5 years, the owners of the El Cortez Hotel & Casino (Exber, Inc.) have invested approximately \$25 million into their business and properties. A complete interior remodel is underway. Since the rooms are small, the owners have decided to enlarge the rooms into suites, with new flat screen televisions, modern furniture, walk-in showers, access to wi-fi and the new fitness center. This will reduce the number of rooms from 98 to 64. Also included in the interior

remodel is the addition of a fitness center.

On the exterior, the building is simple block structure. The building will be enhanced with a new façade that will be covered and enhanced with accent walls and soffit structures. All windows will be replaced and a new entry way will be constructed. New paint and surface finishes will complete the exterior, along with new signage and wash (uplighting) lighting of the building.

The project is located across the street from the Fremont East Entertainment District. The surrounding area to the north and west of the property is populated with vacant parcels, a half-way house, and a weekly/monthly motel. The Redevelopment Agency and the City continue to focus on this area with financial and staff resources to revitalize the area as an entertainment destination for locals and visitors. The owners of the property have made a major financial commitment to reinvest in their property and have developed a master plan for all of their properties. This project continues to bring interested investors to this area to look at assembling land for potential projects and for current property owners and business owners to upgrade their buildings/property.

This project will help stabilize and increase positive economic activity within the surrounding neighborhood. Exber, Inc. has a quality design, encourages the creation of new business and/or appropriate development, and creates jobs or other business opportunities for nearby residents and increases local revenues from desirable sources.

**Quantitative Economic Benefits:**

\$6,343,958.00 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 \$6,343,958.00. Once the project is completed, then the CVIP will reimburse the applicant for \$50,000.00

**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.

For this project, the public investment will be \$50,000. The Return on Investment for the increase in tax increment is 1074%.

Total direct Economic Impact:

\$6,343,958.00

Total Indirect Economic Impact:

Not measurable at this time. However, this CVIP applicant has indicated that they will be assessing the renovation and revitalization of an adjacent property.

Economic Impact Study Performed:

Yes

No

Return on Investment Analysis Performed:

Yes

No

**SITE MAP – Ogden House Motel  
(201 North 7<sup>th</sup> Street)**



**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 AUGUST, 2008, 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 EXBER, INC. ("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 has submitted paid invoices from contractor(s) to the Agency.
- b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building 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 Façade 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 Façade 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 Façade Easement or do anything in a manner that will damage or impair the Façade Easement Area or the structural integrity of the building.

**SECTION 4: OWNER'S REPURCHASE OPTION.** The Agency hereby grants the option to repurchase the Façade 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 Façade Easement Deed and shall continue until the termination date of the Façade 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 Façade 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 Façade 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 Façade 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 180 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" 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.

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 deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

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 wrting 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 August 6, 2008 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").

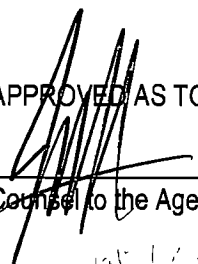
Date of Agency Approval:

August 6, 2008.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:   
OSCAR B. GOODMAN, CHAIRMAN  
"Agency"


APPROVED AS TO FORM:

 7/17/08  
Counsel to the Agency Date

ATTEST:

  
BEVERLY K. BRIDGES, CMC  
Secretary

EXBER, INC.

By:   
Irving K. Epstein  
Its: CEO

## **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**

Lot Nine (9) in Block Four (4) 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.

**ATTACHMENT 2**

**PROOF OF OWNERSHIP OR LEASEHOLD INTEREST**

# GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That VIDA E. HARDY, a widow

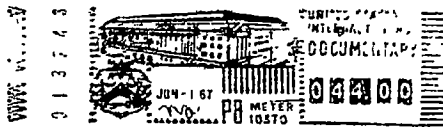
in consideration of \$ 10.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain Sell and Convey to EXBER, INC., a Nevada Corporation

all that real property situate in the City of Las Vegas County of Clark State of Nevada, bounded and described as follows:

Lot Nine (9) in Block Four (4) 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.

**SUBJECT TO:**

- (1) Taxes for the fiscal year 1966-67 and subsequent thereto.
- (2) Public Improvement Bonds and/or Assessments on which all matured installments of principal and interest have been paid.
- (3) Restrictions, conditions, reservations, rights, rights of way, and easements, now of record.



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

Witness my hand this 12th day of May 1967

*Vida E. Hardy*  
Vida E. Hardy

STATE OF NEVADA  
COUNTY OF Clark

On May 18, 1967  
before me, the undersigned a Notary Public in and for said County and State, personally appeared

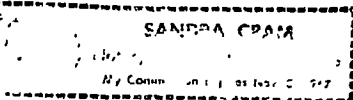
Vida E. Hardy

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned

WITNESS my hand and official seal

*Sandra Crain*  
Notary Public in and for Said County and State

(Notarial Seal)



THIS FORM COMPLIMENTS OF  
Title Insurance and Trust Company

ESCROW NO. \_\_\_\_\_ RECORDER'S  
ORDER NO. LV-106053-SC INSTRUMENT NO. \_\_\_\_\_  
WHEN RECORDED MAIL TO: Exber, Inc.

642437  
OFFICIAL RECORD BOOK NO. \_\_\_\_\_  
RECORDED AT REQUEST OF 800  
Title Insurance and Trust Company

JUN 1 9 06 AM '67

CLARK COUNTY, NEVADA  
PAUL E. HORN, RECORDER  
P.E. DEPUTY

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

**DESCRIPTION OF THE FAÇADE EASEMENT AREA**

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

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

## ATTACHMENT 3

### FORM OF FACADE EASEMENT DEED

**APN: 139-34-612-003**

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

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### **FACADE EASEMENT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, EXBER, INC. ("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.

...  
...  
..



ACKNOWLEDGMENTS

STATE OF NEVADA    )  
                                  )ss.  
COUNTY OF CLARK    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2008 by IRVING K. EPSTEIN as CEO.

\_\_\_\_\_  
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 \_\_\_\_\_,  
2008 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**

Lot Nine (9) in Block Four (4) 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.

## EXHIBIT B

### DESCRIPTION OF THE FACADE EASEMENT AREA

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

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

**EXHIBIT C**

**FORM OF FAÇADE EASEMENT REPURCHASE PRICE  
AMORTIZATION SCHEDULE**

1. Amount of Purchase Price: \$50,000 (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:	<u>\$50,000.00</u>
Anytime during second year:	<u>\$40,000.00</u>
Anytime during third year:	<u>\$30,000.00</u>
Anytime during fourth year:	<u>\$20,000.00</u>
Anytime during fifth year:	<u>\$10,000.00</u>
After five full years from recordation of the Façade Easement Deed:	<u>\$0.00</u>

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-612-003

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

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**BUILDING FACADE MAINTENANCE AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between EXBER, INC., 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 201 North 7<sup>th</sup> Street, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 139-34-612-004; 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 south East Ogden Avenue right-of-way, the west Seventh Street right-of-way and the northerly and westerly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Façade Easement for the Property (hereinafter "the Façade 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: IRVING K. EPSTEIN  
107 North Sixth Street, 3<sup>rd</sup> Floor  
Las Vegas, NV 89101

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.

...  
...  
...





## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

Lot Nine (9) in Block Four (4) 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

## EXHIBIT B

### DESCRIPTION OF THE FACADE EASEMENT AREA

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

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

## ATTACHMENT 5

### SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. <b>Doors &amp; Windows</b>	<b>\$582,382.00</b>
2. <b>Sunshades and Misc Steel</b>	<b>\$113,293.00</b>
3. <b>Masonry and Stone Veneer</b>	<b>\$24,572.00</b>
4. <b>Landscape Irrigation</b>	<b>\$10,000.00</b>
5. <b>Signage</b>	<b>\$15,211.00</b>
6. Architectural, Engineering & Interior finishes)	\$5,598,500.00
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$6,343,958.00</b>

Estimated CVIP Grant \$50,000

\*Note – Items in bold are “Pre-approved Qualified Exterior Improvements”.

#### Schedule of Improvements

Work should be complete within 180 – 240 days, depending on contractor’s work schedule/work load.

**VIP Contracting Entity Information**

Name Exber, Inc.  
 Mailing Address 107 North Sixth - Third Floor  
 Business Phone 702-385-5200  
 Tax ID or Social Security Number 88-0090782

**Type of Business**

Sole Proprietor \_\_\_\_\_ Partnership \_\_\_\_\_ Limited Liability Company \_\_\_\_\_ Corporation x

**Disclosure of Ownership/Principals**

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

Full Name & Title	Business Address	Business Phone
John D Gaughan, President John D Gaughan Family LLC	600 East Fremont, LV NV, 89101	702-385-5200
Irving K Epstein (in Trust) CEO/Secretary/Director	600 East Fremont, LV NV, 89101	702-385-5200
Dana Hofflander (in Trust) No position in the company	9113 Eagle Hills Drive, LV NV, 89134	702-869-8882
Ike Lawrence Epstein (in Trust) No position in the company	2960 West Sahara Ave., LV NV, 89102-1709	702-385-5200
Michael J Nolan COO/VP/General Manager/Director	600 East Fremont, LV NV, 89101	702-385-5200
Alan J. Woody CEO/VP/Director	600 East Fremont, LV NV, 89101	702-385-5200
Lonny Zarowitz No position in the company	7621 Belmondo Lane, LV NV, 89128	702-228-1430

**Additional Ownership/Principals**

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



# VIP Disclosure of Ownership/Principals

Business - Page 2 of 2

## Alternative Disclosure of Ownership/Principal

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

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

Date of Attached Document \_\_\_\_\_

Number of Pages \_\_\_\_\_

## Certification of Disclosure of Ownership/Principal - Business

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

Signature Joe Woody  
Date 06/19/2008

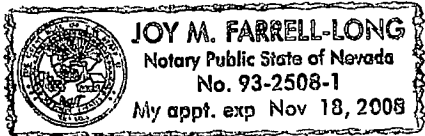
State of Nevada  
County of Clark

This instrument was acknowledged before me on

06/16/2008 (date) by

Joe Woody (name of person)

Joy M. Farrell-Long  
Notary Public





VIP Participant Affidavit and Employment Plan

- e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis.

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

4. Participant hereby warrants the following:

- a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. JW (initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. JW (initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. JW (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. JW (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to 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 16th day of June, 2008.

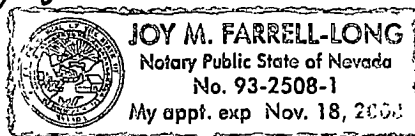
Authorized Signature: [Signature]

SIGNED AND SWORN TO before

me this 16<sup>th</sup> day of JUNE, 2008, by JOE WOODY.

NOTARY PUBLIC  
My Commission Expires:

[Signature]



CITY OF LAS VEGAS REDEVELOPMENT AGENCY



**AGENDA SUMMARY PAGE**

**REDEVELOPMENT AGENCY MEETING OF: AUGUST 6, 2008**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

Consent  Discussion

**SUBJECT:**

**RESOLUTIONS:**

RA-10-2008 – Discussion and possible action regarding a Resolution authorizing the Finance Officer of the City of Las Vegas Redevelopment Agency (RDA) to arrange and issue the sale of bonds ranging from \$130,000,000 to \$170,000,000 in one or more series to finance RDA projects - Ward 1 and 5 (Tarkanian and Barlow)

**Fiscal Impact**

No Impact

Augmentation Required

Budget Funds Available

**Amount:** Ranging from \$130,000,000 to \$170,000,000

**Funding Source:** RDA Tax Increment

**Dept./Division:** Finance, and Business Services

**PURPOSE/BACKGROUND:**

The bonds will be issued for various projects in the RDA area. Staff is currently working with the bond underwriter to achieve the maximum amount of bond proceeds, which are estimated to range from \$130,000,000 to \$170,000,000 depending on the final report from fiscal consultant, Keyser Marston. This authorization will allow the Finance Officer to arrange for the issuance and sale of the bonds, the final principal amount of the bonds, the terms of their repayment and security, as well as other details of the bonds, and to negotiate the terms and provisions of the sale of the bonds with Stone and Young, LLC, the underwriter subject to ratification and approval by a subsequent Agency resolution. Bonds will be repaid through the RDA Tax Increment proceeds.

**RECOMMENDATION:**

Staff recommends approval.

**BACKUP DOCUMENTATION:**

Resolution No. RA-10-2008

Motion made by RICKI Y. BARLOW to Approve

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

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

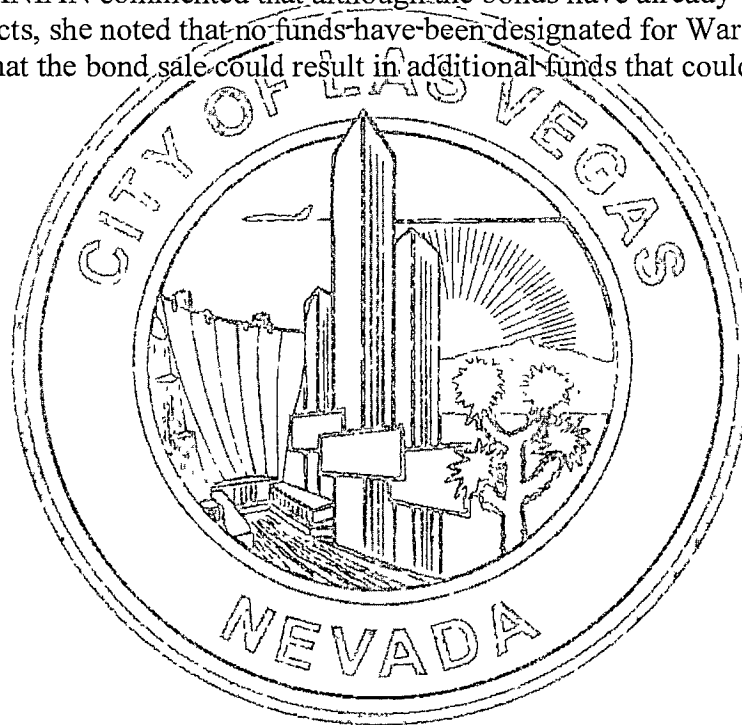
**REDEVELOPMENT AGENCY MEETING OF: AUGUST 6, 2008**

Minutes:

MARK VINCENT, Director of Finance and Business Services, explained that the Resolution of Intent will enable the City to commence with the bond issue. He displayed a graphic chart tracking the tax history of the Redevelopment Agency (RDA). With the assistance of Keyser Marston, a fiscal consulting firm, in conjunction with City staff, a projection of revenue estimates was compiled reflecting new development currently under construction. MR. VINCENT recommended approval of the Resolution.

Responding to MEMBER BARLOW'S inquiry, MR. VINCENT explained that the graph denotes actual numbers as well as estimates to be used for the Underwriters to determine the size of bonds for sale.

MEMBER TARKANIAN commented that although the bonds have already been allocated to finance RDA projects, she noted that no funds have been designated for Ward 1. MR. VINCENT noted that the bond sale could result in additional funds that could be used for additional projects.



RESOLUTION NO. RA-10-2008

**A RESOLUTION PERTAINING TO THE ISSUANCE OF BONDS BY THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY; AUTHORIZING THE FINANCE OFFICER TO ARRANGE FOR THE SALE OF THE BONDS AND NOTES; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.**

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") is an independent public body corporate and politic created, existing and authorized to transact business and exercise powers under the authority of and pursuant to the Community Redevelopment Law of the State of Nevada (being Sections 279.382 to 279.685, inclusive, of the Nevada Revised Statutes), as amended and supplemented (the "Law"), including the power to issue bonds and notes for the purpose of financing certain capital improvements (the "Project").

**NOW, THEREFORE, THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. This Resolution shall be known as and may be cited by the short title "2008 Sale Resolution" (the "Resolution").

Section 2. The Chief Finance Officer of the Agency (the "Finance Officer") is hereby authorized to arrange for the issuance and sale of bonds (the "Bonds") in one or more series to finance the Project.

Section 3. The Finance Officer is authorized to specify the terms of the Bonds, the final principal amount of the Bonds, the terms of their repayment and security therefor, and other details of the Bonds, and to negotiate the terms and provisions of the sale of the Bonds with Stone & Youngberg LLC and enter into a contract or contracts for their purchase, subject to the ratification by the Agency by the adoption of trust indentures, bond resolutions or other authorizing documents specifying the terms and details of the Bonds and approving their sale (the "Bond Resolution").

Section 4. The officers of the Agency are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without

limitation, assembling the financial and other information concerning the Agency, the Project, and the Bonds; preparing and circulating preliminary official statements for the Bonds and preparing and circulating final official statements for the Bonds; in the forms specified by the Finance Officer.

Section 5. The Finance Officer is hereby authorized to deem any preliminary official statement with respect to the Bonds "final" as of its date for the purposes of complying with Rule 15c2-12 of the Securities Exchange Commission (the "Rule") except for the omission of certain information as permitted by the Rule.

Section 6. The Finance Officer shall, after arranging for the sale of the Bonds, present the proposed terms of the sale to the Agency for its approval by adoption of the Bond Resolution.

Section 7. This Resolution shall take effect from and after its passage and adoption


PASSED AND ADOPTED by the City of Las Vegas Redevelopment Agency, at a meeting thereof on August 6, 2008.

CITY OF LAS VEGAS REDEVELOPMENT  
AGENCY

  
\_\_\_\_\_  
OSCAR B. GOODMAN, CHAIRMAN

APPROVED AS TO FORM:

ATTEST:

  
\_\_\_\_\_  
BEVERLY K. BRIDGES, CMC Secretary

  
\_\_\_\_\_  
9/29/08

STATE OF NEVADA )  
 )  
COUNTY OF CLARK ) SS.  
 )  
CITY OF LAS VEGAS )

I, Beverly K. Bridges, CMC, the duly chosen, qualified and acting Secretary of Las Vegas Redevelopment Agency (the "Agency"), in the State of Nevada, do certify:

1. The foregoing pages constitute a true and correct copy of a resolution, a copy of a resolution adopted at a meeting on August 6, 2008.

2. The members of the Agency were present at the August 6, 2008 meeting and voted upon the adoption of the resolution as follows:

Those Voting Aye:	Oscar Goodman Gary Reese Larry Brown Lois Tarkanian Steve Wolfson Steven D. Ross Ricki Y. Barlow
-------------------	--

Those Voting Nay:	None
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Those Absent:	None
---------------	------

3. The original of the resolution has been approved and authenticated by the signatures of the Chairman of the Agency and myself as Secretary and has been recorded in the regular official record of the Agency kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. The members of the Agency voted on the passage of the resolution as set forth in the minutes.

5. All members of the Agency were given due and proper notice of the meeting. Pursuant to ' 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9.00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the Agency, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Agency, to wit:

- i. Bulletin Board  
City Hall Plaza (next to Metro Records)  
Las Vegas, Nevada
- ii. City Clerk's Bulletin Board  
City Hall Plaza, 2<sup>nd</sup> Floor Skybridge  
Las Vegas, Nevada
- iii. Las Vegas Library  
833 Las Vegas Boulevard North  
Las Vegas, Nevada
- iv. Clark County Government Center  
500 South Grand Central Parkway  
Las Vegas, Nevada
- v. Grant Sawyer Building  
555 E. Washington Avenue  
Las Vegas, Nevada

; and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three working days before the meeting to each person, if any, who has requested notices of meetings of the Agency in

compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6 A copy of the notice of each meeting was posted on the Agency's website no later than 9:00 a.m. on the third working day prior to each meeting.

7. Upon request, the Agency provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the Agency for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

8. A copy of such notice so given of the meeting of the Agency on August 6, 2008 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this August 6,  
2008.

A handwritten signature in cursive script, reading "Beverly K. Bridges", written over a horizontal line.

Beverly K. Bridges, CMC Secretary

(SEAL)

EXHIBIT "A"

(Attach Copy of Notice of Meeting)



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

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

**August 6, 2008**

**8:00 AM**

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

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. 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. Report of Declarations of Interest in property located in the existing Redevelopment Areas
4. RA-9-2008 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program Agreement (CVIP) between the City of Las Vegas Redevelopment Agency (Agency) and Exber, Inc , (Owner) located at 201 North Seventh Street (APN 139-34-612-003) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan, and authorizing the execution of the CVIP Agreement by the Agency (\$50,000 – Redevelopment Agency Special Revenue Fund) - Ward 5 (Barlow) [NOTE This item is related to Council Item 59 (R-46-2008)]
5. RA-10-2008 – Discussion and possible action regarding a Resolution authorizing the Finance Officer of the City of Las Vegas Redevelopment Agency (RDA) to arrange and issue the sale of bonds ranging from \$130,000,000 to \$170,000,000 in one or more series to finance RDA projects - Ward 1 and 5 (Tarkanian and Barlow)
6. Discussion and possible action regarding the Fremont Square Parking Validation Program, formerly known as Neonopolis, and other parking and easement related matters for Wurrulla Hayward, LLC, located at 450 Fremont Street - Ward 5 (Barlow)
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

**AGENDA SUMMARY PAGE**  
**REDEVELOPMENT AGENCY MEETING OF: AUGUST 6, 2008**

**DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**  
**DIRECTOR: SCOTT D. ADAMS**

**SUBJECT:**

Discussion and possible action regarding the Fremont Square Parking Validation Program, formerly known as Neonopolis, and other parking and easement related matters for Wirrulla Hayward, LLC, located at 450 Fremont Street - Ward 5 (Barlow)

**Fiscal Impact**

No Impact

Augmentation Required

Budget Funds Available

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

The Redevelopment Agency owns the parcel and structured parking garage beneath Fremont Square. A Parking Validation Program was negotiated with the new owner, Wirrulla Hayward, LLC, which itemized specific conditions under which the program would be extended for 90 days, effective retroactively from September 10, 2006, and commencing 90 days hence, through December 8, 2006.

**RECOMMENDATION:**

None.

**BACKUP DOCUMENTATION:**

1. Agenda Memo
2. RDA Parking Validation Letter with Conditions dated September 15, 2006

Motion made by RICKI Y. BARLOW to Approve a 120-day extension

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

RICKI Y BARLOW, LOIS TARKANIAN, 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, Operations Officer of the Redevelopment Agency, explained that this action is relative to the Fremont Square Parking Validation Program. He added that there have been a number of extensions granted in order to allow time for the new owners to provide adequate parking for the anchor tenants they are attempting to secure. In addition to his recommendation for a 60-day extension, MR. ADAMS noted that the licensing agreement will include a validation arrangement to eliminate the need for recurring extensions.

**REDEVELOPMENT AGENCY MEETING OF: AUGUST 6, 2008**

Representatives of Telemundo were available for comments and to reassure their interest and intent. CELIA CHAVEZ, President and General Manager of Telemundo, confirmed that they are very close to finalizing the lease contingent upon the parking and approval of the special use permit.

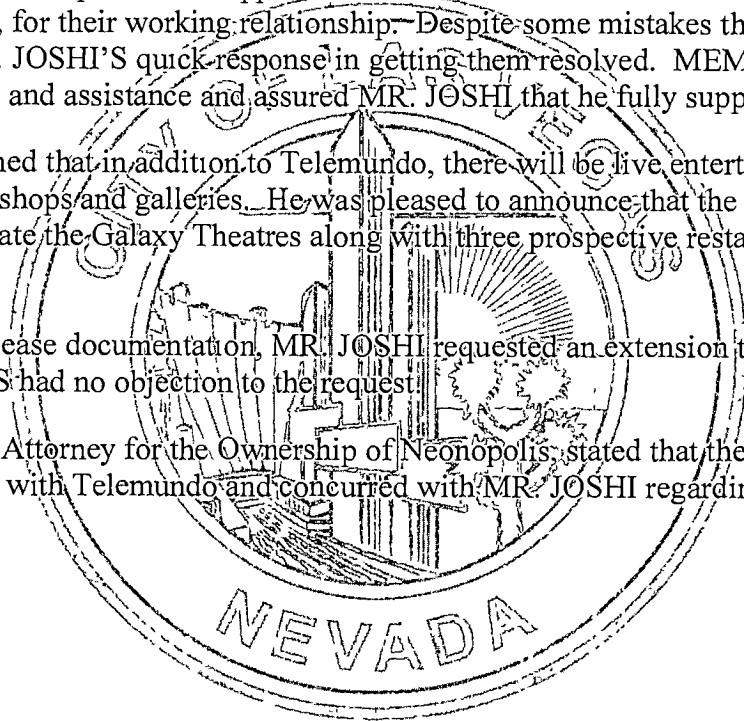
In response to CHAIRMAN GOODMAN'S query, MS. CHAVEZ verified that Telemundo operates a television station and intends to continue with its commercial productions, sales and technical features. MS. CHAVEZ remarked that the overall operation of the TV station will be made available to the public for viewing

MEMBER BARLOW expressed his appreciation to MR. ADAMS and MR. ROHIT JOSHI, Joshi & Associates, for their working relationship. Despite some mistakes that were discovered, he appreciated MR. JOSHI'S quick response in getting them resolved. MEMBER BARLOW offered his services and assistance and assured MR. JOSHI that he fully support the project.

MR. JOSHI explained that in addition to Telemundo, there will be live entertainment and an arts museum with workshops and galleries. He was pleased to announce that the Las Vegas Theatre Company will operate the Galaxy Theatres along with three prospective restaurants and a lounge bar.

With regard to the lease documentation, MR. JOSHI requested an extension to the end of the year. MR. ADAMS had no objection to the request.

MIKE MATKINS, Attorney for the Ownership of Neonopolis, stated that they are in the process of signing the lease with Telemundo and concurred with MR. JOSHI regarding the extension of time.



**AGENDA MEMO**

**REDEVELOPMENT AGENCY MEETING DATE: AUGUST 6, 2008**

**DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**

**ITEM DESCRIPTION: FREMONT SQUARE PARKING VALIDATION PROGRAM**

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- **A 90-day extension was granted by the Redevelopment Agency Board on December 6, 2006, extending through March 7, 2007.**
- **A 30-day extension was granted by the Redevelopment Agency Board on March 7, 2007 extending through April 4, 2007.**
- **A 30-day extension was granted by the Redevelopment Agency Board on April 4, 2007, extending through May 2, 2007.**
- **A 30-day extension was granted by the Redevelopment Agency Board on May 2, 2007 extending through June 6, 2007.**
- **A 90-day extension was granted by the Redevelopment Agency Board on June 6, 2007 extending through September 5, 2007.**
- **A 60-day extension was granted by the Redevelopment Agency Board on September 5, 2007 extending through November 7, 2007**
- **A 180-day extension was granted by the Redevelopment Agency Board on November 7, 2007 extending through May 21, 2008**
- **A 90-day extension was granted by the Redevelopment Agency Board on May 21, 2008 extending through August 20, 2008**

September 15, 2006

Rohit Joshi  
Joshi & Associates  
Neopolis  
450 Fremont Street  
Las Vegas, Nevada 89101

Re: Extension to Neonopolis Parking Validation Program Subject to Existing  
Las Vegas Redevelopment Agency Agreements

Dear Mr. Joshi:

Pursuant to your meeting with the Las Vegas Redevelopment Agency (RDA) and City of Las Vegas staff last Friday afternoon, RDA staff will seek the consent of the RDA Board on or about October 4, 2006, to grant a 90-day extension to the Neonopolis Parking Validation Program effective retroactively from September 10, 2006, and commencing 90 days hence through December 8, 2006, subject to the following conditions:

1. Immediately provide certified funds for arrears amounts for current parking validations program in the amount of \$40,700.
2. Provide Disclosure of Principals, on standard City forms, for all persons or entities owning one percent or greater interest in the project.
3. Continue to work with RDA staff on a close and regular basis and advise Mayor Goodman and Councilman Weekly, as appropriate, to the progress of your repositioning, tenanting, renovation, branding and marketing of the project.
4. Within this 90-day period, you will review with RDA staff and present to the RDA Board fully developed tenanting and architectural development plans with firm evidence of committed anchor tenants in the form of executed leases, pro forma and firm evidence of financial commitments to execute the renovations necessary to place new tenants in the project. You will appear before the RDA Board no later than Wednesday, December 6, 2006.
5. Continue to work with RDA staff on any proposed adjacent development opportunities that could directly benefit the project.
6. Enter into further negotiations, if mutually beneficial and in the agreement of both parties, regarding ownership of the parking structure under the project.



CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

Telephone (702) 229-6100  
Fax (702) 385-3128

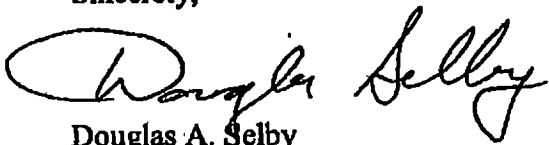
400 Stewart Avenue  
Las Vegas, Nevada 89101

7. Should the RDA Board not approve the extension, you will be responsible for retroactive payment of the validation subsidy amount for any parking tokens used after the September 9, 2006, expiration date, in accordance with the project documents.

Should the RDA Board approve this proposal and all of the above conditions are met on or before December 8, 2006, a second 90-day extension may also be granted, should you so request one in writing to the RDA, during which time both parties will make good faith efforts to negotiate a Second Amendment to the Neonopolis Reciprocal Easement Agreement, to provide for permanent parking programs.

Please contact Scott Adams or Steve van Gorp at 229-6100 if you have further questions or want to discuss the details of this parking validation extension and its terms. Jerry Walker and his staff will administer the daily operations of the parking validation program on behalf of the RDA.

Sincerely,



Douglas A. Selby  
Executive Director, RDA /City Manager

SvG:dh

cc: Oscar B. Goodman, Chairman, RDA  
Lawrence Weekly, Board Member, Ward 5  
Steve Houchens, Deputy City Manager  
Scott D. Adams, Operations Officer, RDA  
Jerry Walker, Deputy Director of Field Operations  
Thomas Green, Chief Deputy City Attorney  
Steve van Gorp, Redevelopment Manager, RDA  
Julie Quisenberry, Real Estate Specialist, RDA

**AGENDA SUMMARY PAGE**  
**REDEVELOPMENT AGENCY MEETING OF: AUGUST 6, 2008**

**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.

TOM McGOWAN, Las Vegas resident, submitted his written comments to the Mayor. On the overhead, he showed a drawing of his proposed project for the site at 601 E. Fremont Street. He commented that the Agency Members should hope for the best, yet plan for the worst, given the current state of the economy.

With regard to the status of REL, CHAIRMAN GOODMAN inquired about the entitlements that were prearranged, including the overlay, and asked for clarification that they were contingent upon the arena being built. Additionally if that did not occur, the entitlements would not pass on to any other developer.

CITY ATTORNEY BRAD JERBIC acknowledged that to be correct. However, he noted that at the current time, those entitlements are still in place but his office is working on bringing an item forward to be acted upon by the Council. CHAIRMAN GOODMAN directed CITY ATTORNEY JERBIC to expedite the matter.

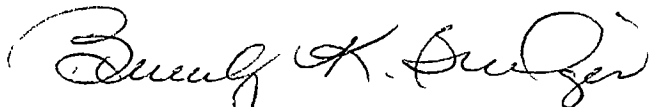
TEDDY RUSSELL, Las Vegas resident, referring to the Bible, remarked how truly bless he is despite the increasing failure of the economy. MR. RUSSELL remarked that he would be speaking on the problems at the Fremont Street Experience during the Citizens Participation portion of the City Council meeting.

The meeting was adjourned at 8:34 a.m.

Respectfully submitted,



Deeny Araujo, Deputy City Clerk  
August 15, 2008



Beverly K. Bridges, Secretary