

RESOLUTION NO. R-34-2014

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE QUICK START AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY, T-UPR, LLC AND BIERGARTEN, LLC FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-101-007

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on September 19, 2012 the form for the Quick Start Agreement, the Quick Start Participant Affidavit, and the Quick Start Program Manual, in order to provide funding and encourage the rehabilitation of older commercial buildings, enhance the physical appearance of the redevelopment area and improve the overall economic viability of the city. This program provides a financial incentive, in the form of a grant, for property owners and/or tenants of commercial properties to invest in properties that have been subjected to deferred maintenance and must comply with current building and fire code standards; and

WHEREAS, Biergarten, LLC (the "QSP Participant") has a leasehold interest for real property and improvements located at 1 Main Street, and which parcel is commonly known as APN 139-34-101-007 (the "Site") and T-UPR is the owner ("the Owner") of the Site; and

1 WHEREAS, the QSP Participant is the tenant of the real property located at 1
2 Main Street and is undertaking certain code compliance and deferred maintenance
3 improvements to the property or the redevelopment of an underdeveloped property in
4 accordance with the Quick Start Program;

5 WHEREAS, the City Council of the City of Las Vegas has considered the
6 findings that the development of improvements to a building, facilities, structures or other
7 improvements to be located at the Site are of benefit to the Redevelopment Area or the
8 immediate neighborhood in which the Redevelopment Area is located; and

9 WHEREAS, the City Council of the City of Las Vegas has considered the
10 findings that no other reasonable means of financing the building, facilities or structures or
11 other improvements on the Site are available; and

12 WHEREAS, the City Council of the City of Las Vegas has considered the
13 undertakings of the Agency in connection with the Quick Start Agreement (the "Agreement"
14 and attached hereto as Exhibit A), which provides for the contribution of funds to QSP
15 Participant for making physical, code compliance and deferred maintenance improvements to
16 the building or property located on the Site, all as more fully set forth in the Agreement.

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

21 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
22 finds and determines there are no reasonable means of financing those building, facilities,
23 structural or other improvements on the Site; and

24 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
25 consents to the undertakings of the Agency in connection with the Agreement with the QSP
26 Participant for the Project concerning the development on the Site.

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THE FOREGOING RESOLUTION was passed, adopted and approved this
15TH day of OCTOBER, 2014.

CITY OF LAS VEGAS

By C. Goodman
CAROLYN G. GOODMAN, Mayor

ATTEST:

Beverly K. Bridges
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

Michael

Date
9-10-14

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2014, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as (the "Agency"), T-UPR, LLC, a Nevada limited liability company (hereinafter referred to as (the "Owner") and BIERGARTEN, LLC, a Nevada limited liability company (hereinafter referred to as (the "Tenant/QSP Participant").

Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the interior condition, the exterior 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 Downtown Centennial Plan Quick Start Program (the "QSP") 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, the Property is located within or is contiguous to the boundaries of the Redevelopment Area and located within the Downtown Centennial Plan; and

WHEREAS, the Agency shall reimburse the QSP Participant for any Pre-approved Qualified Interior Improvements and Development Costs associated with business licensing and permitting to a maximum of Fifty Thousand Dollars (\$50,000) and the QSP Participant has provided a 100% matching cash contribution to the Agency's participation to ensure that the QSP Participant 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 and QSP Participant desire to participate in the QSP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed improvements on the Property, as evidenced by Attachment " 6 " – Quick Start Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner and QSP Participant 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 495 South Main Street, 6th Floor, 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 and QSP Participant warrant that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner" and "QSP Participant", as used in this Agreement, include not only the Owner and QSP Participant, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency, Owner and QSP Participant individually may be referred to as "Party" or collectively as "Parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The QSP Participant 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 " 3 " 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. QSP Participant shall complete the improvements within one hundred eighty (180) days of the Effective Date. 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 and/or QSP Participant a minimum of twenty-four (24) hours written advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the QSP Participant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the QSP Participant is unable to obtain three (3) or more competitive bids, the QSP Participant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: SITE ASSESSMENT TEAM. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Site Assessment Team comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban Development; Planning and Development ; Land Development section of Public Works; Development Coordination section of Public Works; and Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Site Assessment Team shall meet with the Owner, and/or its representative, and/or QSP Participant, and/or its representative. The Site Assessment Team shall recommend approval or disapproval of the Project. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or QSP Participant to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The QSP Participant 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 7: FAILURE TO COMPLETE WORK. If the contractor selected by the QSP Participant 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 11 hereinafter.

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or QSP Participant from undertaking any other work in or about the subject premises which is unrelated to the QSP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the QSP 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 and/or QSP Participant 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 and/or QSP Participant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or QSP Participant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 5 " and by this reference made a part hereof.

The QSP Participant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The QSP Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the QSP Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: 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 and QSP Participant warrant that they have 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 and/or QSP Participant in the event of any default or breach by the Agency or for any amount which may become due to the Owner and/or QSP Participant 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 and QSP Participant warrant that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and Attachment " 4-A " incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and QSP Participant or any principal member of Owner and QSP Participant. Throughout the term hereof, Owner and QSP Participant shall notify the Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 11: 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 non-defaulting 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 non-defaulting Party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting Party's breach. Further, the non-defaulting 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, QSP Participant 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 an Owner and/or QSP Participant 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 and/or QSP Participant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the QSP Participant agrees to return any and all Agency Funds heretofore paid to the QSP Participant 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 QSP Participant shall entitle the Agency to sue the Owner and/or QSP Participant 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 12: 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 13: 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 14: 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 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: 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, QSP Participant 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.

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

If to the Owner T-UPR, LLC
c/o The Plaza Hotel & Casino
1 Main Street
Las Vegas, NV 89101

If to the Tenant & QSP Participant: Biergarten, LLC
1 Main Street
Las Vegas, NV 89101

SECTION 17: 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 18: 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 " 6 " 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/or QSP Participant 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 and/or QSP Participant.

SECTION 19: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart.

Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

SECTION 20: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2014 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:

_____, 2014.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

T-UPR, LLC

BEVERLY K. BRIDGES, MMC
Secretary

By: _____
JONATHAN JOSSEL, REPRESENTATIVE
"Owner"

APPROVED AS TO FORM:

BIERGARTEN, LLC

Counsel to the Agency Date

By: _____
HARRIS RITTOFF, MANAGER
"Tenant & QSP Participant"

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 4 "	DISCLOSURE OF PRINCIPALS (Property Owner)
ATTACHMENT " 4-A "	DISCLOSURE OF PRINCIPALS (Tenant & QSP Participant)
ATTACHMENT " 5 "	QSP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 6 "	QUICK START REAL PROPERTY OWNER CONSENT

ATTACHMENT 1
LEGAL DESCRIPTION OF THE PROPERTY

See Attached

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EXHIBIT "A"

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1 - (NORTH TOWER):

THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE RECORDED IN BOOK 1, PAGE 37 OF PLATS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 27° 45' EAST, 167.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO JAMES CASHMAN AND LEAH CASHMAN, RECORDED IN BOOK 47, PAGE 140 OF DEEDS; THENCE LEAVING SAID NORTHWESTERLY LINE OF MAIN STREET (AND ALONG THE SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION OF SAID LAND OF CASHMAN) NORTH 62° 15' WEST, 244.00 FEET; THENCE SOUTH 27° 45' WEST, 275.00 FEET; THENCE SOUTH 62° 15' EAST, 244.00 FEET TO SAID NORTHWESTERLY LINE OF MAIN STREET; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 27° 45' EAST, 275.00 FEET TO THE POINT OF BEGINNING.

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PARCEL H - (PASSENGER DEPOT):

THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE RECORDED IN BOOK 1, PAGE 37 OF PLATS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 27°45' EAST, 167.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO JAMES CASHMAN AND LEAH CASHMAN, RECORDED IN BOOK 47, PAGE 140 OF DEEDS OF SAID COUNTY; THENCE LEAVING SAID NORTHWESTERLY LINE OF MAIN STREET (AND ALONG THE SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION OF SAID LAND OF CASHMAN) NORTH 62°15' WEST, 244.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 27°45' WEST, 111.76 FEET; THENCE NORTH 62°15' WEST, 51.00 FEET; THENCE NORTH 27°45' EAST, 111.76 FEET TO THE POINT OF INTERSECTION OF SAID NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LAND OF JAMES CASHMAN AND LEAH CASHMAN; THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY PROLONGATION SOUTH 62°15' EAST, 51.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE RIGHT, LICENSE AND EASEMENT FOR RAILWAY PASSENGER AND BAGGAGE UNLOADING, AND INGRESS AND EGRESS TO AND FROM THE RAILWAY PASSENGER DEPOT AS RESERVED IN GRANT DEED RECORDED JULY 23, 1981 AS INSTRUMENT NO. 1396573, BOOK 1437 OFFICIAL RECORDS OF SAID COUNTY, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT CERTAIN PARCEL OF LAND, SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS

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VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 37 OF PLATS, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 27°45' EAST, 167.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO JAMES CASHMAN AND LEAH CASHMAN RECORDED IN BOOK 47, PAGE 140 OF DEEDS OF SAID COUNTY; THENCE LEAVING SAID NORTHWESTERLY LINE OF MAIN STREET AND ALONG THE SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION OF SAID LAND OF CASHMAN, NORTH 62°15' WEST, 295.00 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 27°45' WEST, 111.76 FEET; THENCE NORTH 62°15' WEST, 64.94 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO UNION PACIFIC LAND RESOURCES CORPORATION, PARCEL NO. 2, RECORDED JUNE 23, 1977 AS INSTRUMENT NO. 714092 IN BOOK 755, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID DEEDED PARCEL, NORTH 27°45'03" EAST, 111.76 FEET TO THE POINT OF INTERSECTION OF SAID NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID LAND OF JAMES CASHMAN AND LEAH CASHMAN; THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY PROLONGATION, SOUTH 62°15' EAST, 64.94 FEET TO THE TRUE POINT OF BEGINNING.

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PARCEL III - (BUS DEPOT AND PARKING STRUCTURE):

THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET, AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE RECORDED IN BOOK 1, PAGE 37 OF PLATS OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 27°45' WEST, 453.37 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE SOUTH 27°45' WEST, 296.77 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO C.I. WADSWORTH RECORDED AUGUST 9, 1960 AS DOCUMENT NUMBER 207362 IN BOOK 256 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAND OF WADSWORTH, AND ITS NORTHWESTERLY PROLONGATION, NORTH 62°15' WEST, 244.00 FEET; THENCE NORTH 27°45' EAST, 296.77 FEET; THENCE SOUTH 62°15' EAST, 244.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT, LICENSE AND EASEMENT AS RESERVED IN GRANT DEED, RECORDED JULY 23, 1981 AS INSTRUMENT NO. 1396573, BOOK 1437 OFFICIAL RECORDS OF SAID COUNTY FOR CERTAIN EXISTING GARAGE IMPROVEMENTS, SUPPORT COLUMNS AND FACILITIES, FOUNDATIONS AND FOOTINGS AND UNDERGROUND UTILITIES OVER THE FOLLOWING DESCRIBED PARCEL A; PROVIDED HOWEVER, THAT ONLY THE AFOREMENTIONED EASEMENT FOR UNDERGROUND UTILITIES SHALL BE NON-EXCLUSIVE AND SHALL EXTEND TO THE ENTIRE PARCEL A, AND THE REMAINDER OF THE RIGHT, LICENSE AND EASEMENT RESERVED IN SAID GRANT DEED SHALL BE EXCLUSIVE AND SHALL BE OVER AND ACROSS PARCEL B, BOTH PARCELS A AND B BEING DESCRIBED AS FOLLOWS:

PARCEL A:

THAT CERTAIN PARCEL OF LAND, SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THE

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NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH,
RANGE 62 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE
NORTHWESTERLY PROLONGATION OF THE CENTER LINE OF FREMONT
STREET AND THE NORTHWESTERLY LINE OF MAIN STREET AS SAID
STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS
VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 37 OF PLATS, OFFICIAL
RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY
LINE, SOUTH 27°45' WEST, 386.95 FEET TO THE TRUE POINT OF BEGINNING,
SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN
PARCEL OF LAND DESCRIBED IN DEED TO UNION PACIFIC LAND
RESOURCES CORPORATION RECORDED JUNE 8, 1971 AS INSTRUMENT NO.
105326, BOOK 132, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG
THE NORTHERLY LINE OF SAID DEEDED PARCEL, NORTH 62°15' WEST,
244.00 FEET TO THE MOST NORTHERLY CORNER OF SAID DEEDED
PARCEL; THENCE ALONG THE NORTHWESTERLY LINE OF SAID DEEDED
PARCEL, SOUTH 27°45' WEST, 66.42 FEET; THENCE LEAVING SAID
WESTERLY LINE, SOUTH 62°15' EAST, 244.00 FEET TO SAID
NORTHWESTERLY LINE OF MAIN STREET; THENCE ALONG SAID
NORTHWESTERLY LINE NORTH 27°45' EAST, 66.42 FEET TO THE TRUE
POINT OF BEGINNING.

PARCEL B:

THAT CERTAIN PARCEL OF LAND, SITUATE IN THE CITY OF LAS VEGAS,
COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THE
NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH,
RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE
NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT
STREET AND THE NORTHWESTERLY LINE OF MAIN STREET, AS SAID
STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS
VEGAS TOWNSITE RECORDED IN BOOK 1, PAGE 37 OF PLATS, OFFICIAL
RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY
LINE, SOUTH 27°45' WEST, 437.37 FEET TO THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID NORTHWESTERLY LINE, NORTH 62°15' WEST,
244.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT
CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO UNION PACIFIC LAND
RESOURCES CORPORATION RECORDED JUNE 8, 1971 AS INSTRUMENT NO.
105326, BOOK 132, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG
THE NORTHWESTERLY LINE OF SAID DEEDED PARCEL, SOUTH 27°45'

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WEST, 16.00 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH
62°15' EAST, 244.00 FEET TO SAID NORTHWESTERLY LINE OF MAIN
STREET; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 26°45'
EAST, 16.00 FEET TO THE TRUE POINT OF BEGINNING.

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PARCEL IV:

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF PARCEL 7, AS SHOWN ON RECORD OF SURVEY IN FILE 80, PAGE 12, CLARK COUNTY RECORDS, NEVADA; THENCE NORTH 27°55'28" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET (80.00 FEET WIDE) A DISTANCE OF 72.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 27°55'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET A DISTANCE OF 605.00 FEET; THENCE NORTH 62°04'32" WEST A DISTANCE OF 109.50 FEET; THENCE NORTH 27°55'28" EAST A DISTANCE OF 100.00 FEET; THENCE NORTH 62°04'32" WEST A DISTANCE OF 239.40 FEET; THENCE NORTH 19°03'20" EAST A DISTANCE OF 70.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (100.00 FEET WIDE); THENCE SOUTH 27°55'16" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 846.75 FEET; THENCE SOUTH 62°04'32" EAST A DISTANCE OF 250.23 FEET; THENCE NORTH 27°55'28" EAST A DISTANCE OF 72.00 FEET; THENCE SOUTH 62°04'32" EAST A DISTANCE OF 109.50 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER SHOWN AND DELINEATED UPON THAT CERTAIN RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT RECORDED MAY 29, 1997 IN FILE 89 OF SURVEYS, PAGE 32, IN BOOK 970529 AS DOCUMENT NO. 01320, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

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PARCEL V (CASINO):

THAT CERTAIN PARCEL OF LAND, SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND NORTHWESTERLY LINE OF MAIN STREET, AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 37 OF PLATS, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 27°45' WEST, 107.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, SOUTH 27°45' WEST, 279.66 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE, NORTH 62°15' WEST, 244.00 FEET; THENCE NORTH 27° 45' EAST, 279.66 FEET; THENCE SOUTH 62°15' EAST, 244.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE LANDS HEREBY CONVEYED AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF

ALSO EXCEPTING THEREFROM ALL WATER AND ALL WATER RIGHTS, AND THE RIGHT TO DRILL FOR, PRODUCE AND PUT TO BENEFICIAL USE ALL WATER PRODUCED FROM SAID LANDS BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF SAID LANDS.

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PARCEL VI (SOUTH TOWER):

THAT CERTAIN PARCEL OF LAND, SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET, AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 37 OF PLATS, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 27°45' WEST, 386.95 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO UNION PACIFIC LAND RESOURCES CORPORATION RECORDED JUNE 8, 1971 AS INSTRUMENT NO. 105326, BOOK 132 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID DEEDED PARCEL, NORTH 62°15' WEST, 244.00 FEET TO THE MOST NORTHERLY CORNER OF SAID DEEDED PARCEL; THENCE ALONG THE NORTHWESTERLY LINE OF SAID DEEDED PARCEL, SOUTH 27°45' WEST, 66.42 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 62°15' EAST, 244.00 FEET TO SAID NORTHWESTERLY LINE OF MAIN STREET; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 27°45' EAST, 66.42 FEET TO THE TRUE POINT OF BEGINNING.

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PARCEL VII - (WEST PARKING LOT):

THAT CERTAIN PARCEL OF LAND, SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTER LINE OF FREMONT STREET AND THE NORTHWESTERLY LINE OF MAIN STREET AS SAID STREETS ARE SHOWN 80.00 FEET IN WIDTH ON MAP OF CLARK'S LAS VEGAS TOWNSITE, RECORDED IN BOOK 1 PAGE 37 OF PLATS, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 27°45' EAST, 167.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO JAMES CASHMAN AND LEAH CASHMAN, RECORDED BOOK 47, PAGE 140 OF DEEDS, OFFICIAL RECORDS OF SAID COUNTY; THENCE LEAVING SAID NORTHWESTERLY LINE OF MAIN STREET AND ALONG THE SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION OF SAID LAND OF CASHMAN NORTH 62°15' WEST, 295.00 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 27°45' WEST, 111.76 FEET; THENCE SOUTH 62°15' EAST, 51.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO UNION PACIFIC LAND RESOURCES CORPORATION RECORDED JUNE 8, 1971 AS INSTRUMENT NO. 105326, BOOK 132, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID DEEDED PARCEL AND ITS SOUTHWESTERLY PROLONGATION SOUTH 27°45' WEST, 806.09 FEET TO THE SOUTHWEST CORNER OF SAID DEEDED PARCEL DESCRIBED AS PARCEL NO. 1; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID DEEDED PARCEL SOUTH 62°15' EAST, 133.89 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY UNION PACIFIC RAILROAD COMPANY TO C.I. WADSWORTH BY DEED RECORDED APRIL 27, 1961 AS DOCUMENT NO. 238464, BOOK 295 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAND OF C.I. WADSWORTH SOUTH 27°45' WEST, 300.00 FEET; THENCE ALONG THE SOUTHWESTERLY LINE AND ITS SOUTHEASTERLY PROLONGATION OF SAID DEEDED PARCEL SOUTH 62°15' EAST, 110.11 FEET TO SAID NORTHWESTERLY LINE OF MAIN STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 27°45' WEST, 40.00 FEET TO THE NORTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO WESTERN RENTALS, INC., RECORDED MAY 8, 1956, AS DOCUMENT NO. 77432, BOOK 93, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE AND ITS

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NORTHWESTERLY PROLONGATION OF SAID DEEDED PARCEL NORTH 62°15' WEST, 348.99 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO UNION PACIFIC LAND RESOURCES CORPORATION AS PARCEL NO. 2 RECORDED JUNE 23, 1977 AS INSTRUMENT NO. 714092 IN BOOK 755; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 18°53'07" EAST, 71.22 FEET; THENCE CONTINUE ALONG SAID NORTHWESTERLY LINE NORTH 27°45'03" EAST 1187.48 FEET, MORE OR LESS TO THE POINT OF INTERSECTION OF SAID NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID LAND OF JAMES CASHMAN AND LEAH CASHMAN; THENCE SOUTHEASTERLY SOUTH 62°15' EAST, 64.94 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF MAIN STREET, 80 FEET IN WIDTH, DISTANT THEREON NORTH 27°45' EAST, 390.00 FEET FROM THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF LEWIS STREET, 80 FEET IN WIDTH, AS SAID STREETS ARE SHOWN ON MAP OF CLARK'S LAS VEGAS TOWNSITE RECORDED IN BOOK 1, PAGE 37 OF PLATS, RECORDS OF SAID COUNTY; THENCE LEAVING SAID WESTERLY LINE OF MAIN STREET, NORTH 62°15' WEST, 109.5 FEET; THENCE NORTH 27°45' EAST, 300.00 FEET; THENCE SOUTH 62°15' EAST, 109.5 FEET TO A POINT IN SAID WESTERLY LINE OF MAIN STREET; THENCE ALONG SAID WESTERLY LINE, SOUTH 27°45' WEST, 300.00 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF MAIN STREET, 80 FEET IN WIDTH, DISTANT THEREON NORTH 27°45' EAST 390.00 FEET FROM THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF LEWIS STREET, 80 FEET IN WIDTH, AS SAID STREETS ARE SHOWN ON MAP OF CLARK'S LAS VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 37 OF PLATS, RECORDS OF SAID COUNTY, SAID POINT OF COMMENCEMENT ALSO BEING THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO C. I. WADSWORTH, RECORDED AUGUST 9, 1960 AS DOCUMENT NO. 207362; OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID WADSWORTH

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LAND, NORTH 62°15' WEST, 109.5 FEET TO THE MOST WESTERLY CORNER OF SAID WADSWORTH LAND, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 62°15' WEST, 0.61 FEET TO A LINE PARALLEL WITH AND 0.61 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES TO THE NORTHWESTERLY LINE OF SAID WADSWORTH LAND; THENCE ALONG SAID PARALLEL LINE, NORTH 27°45' EAST, 300.0 FEET; THENCE LEAVING SAID PARALLEL LINE, SOUTH 62°15' EAST, 0.61 FEET TO THE MOST NORTHERLY CORNER OF SAID WADSWORTH LAND; THENCE ALONG THE NORTHWESTERLY LINE OF SAID WADSWORTH LAND, SOUTH 27°45' WEST, 300.0 FEET TO THE TRUE POINT OF BEGINNING.

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PARCEL VIII:

THAT PORTION OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY A 2-INCH IRON PIPE SET ON THE WESTERLY LINE OF MAIN STREET DISTANT SOUTHWESTERLY THEREON 48.90 FEET FROM THE PROLONGATION NORTHWESTERLY OF THE CENTER LINE OF CLARK STREET, AS SAID STREETS ARE SHOWN ON MAP OF CLARK'S LAS VEGAS TOWNSITE, RECORDED IN BOOK 1, PAGE 37 OF PLATS, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO CLARK COUNTY WHOLESALE MERCANTILE CO., INC., BY DEED DATED APRIL 12, 1950; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF MAIN STREET 102.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY AT RIGHT ANGLES 109.5 FEET; THENCE NORTHEASTERLY PARALLEL WITH SAID WESTERLY LINE OF MAIN STREET 72.00 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES 109.5 FEET TO A POINT ON SAID WESTERLY LINE OF MAIN STREET DISTANT 72.00 FEET NORTHEASTERLY THEREON FROM THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE 72.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE INTEREST IN AND TO THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED AUGUST 20, 1974 IN BOOK 452 AS DOCUMENT NO. 411862 OF OFFICIAL RECORDS.

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PARCEL IX:

BEING THAT PORTION OF THE SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF MAIN STREET, 80 FEET IN WIDTH, DISTANT THEREON NORTH 27°45' EAST 250.00 FEET FROM THE PROLONGATION NORTHWESTERLY OF THE CENTER LINE OF LEWIS STREET, 80 FEET IN WIDTH, AS SAID STREETS ARE SHOWN ON MAP OF CLARK'S LAS VEGAS TOWNSITE RECORDED IN BOOK 1, PAGE 37 OF PLATS, RECORDS OF SAID COUNTY; THENCE NORTH 62° 15' WEST, 109.50 FEET; THENCE NORTH 27°45' EAST, 100.00 FEET; THENCE SOUTH 62°25' EAST, 109.50 FEET TO A POINT IN SAID WESTERLY LINE OF MAIN STREET; THENCE SOUTH 27°45' WEST, 100.00 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

PARCELS I THROUGH IX BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF CLARK AVENUE (80 FEET WIDE) AND MAIN STREET (80 FEET WIDE); THENCE ALONG THE NORTHWESTERLY PROLONGATION SAID CLARK AVENUE, NORTH 62°05'34" WEST, 36.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF SAID MAIN STREET; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, NORTH 27°54'26" EAST, 54.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 62°05'34" WEST, 359.70 FEET; THENCE NORTH 27°54'26" EAST 2034.44 FEET; THENCE SOUTH 62°05'34" EAST, 359.70 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF SAID MAIN STREET; THENCE ALONG SAID RIGHT OF WAY, SOUTH 27°54'26" WEST 2034.44 FEET TO THE POINT OF BEGINNING.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Copy of Lease By and Between

T-UPR, LLC

And

Biergarten, LLC

On file with the City of Las Vegas Redevelopment Agency

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1	Mechanical	\$ 115,000
2	Electrical	\$ 135,000
3	Plumbing	\$ 73,000
4	Fire Life Safety	\$ 20,000
5	Exterior Improvements	\$ 125,000
6	Working Capital / FFE	\$ 213,500
TOTAL ESTIMATED QSP PROJECT COSTS		\$ 681,500
Development / Permitting Costs		
License, Permits, pre-opening		\$ 164,000
Estimated QSP Grant		\$ 50,000

Schedule of Improvements

Work will begin 60 days after approval of Agreement and should be complete within 120 days, depending on contractor's work schedule/work load.

Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name T-UPR, LLC
 Mailing Address 1500 Broadway, 24th Fl, Ste 2400, New York, NY 10036
 Business Phone (212) 302-9444
 Tax ID or Social Security Number 14-1866621
 Ownership Interest Fee Simple
 Estate in Severalty ☒ Tenancy in Common _____ Joint Tenancy _____

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 real property.

Full Name & Title	Business Address	Business Phone
* Tamaras Real Estate Ventures, LLC	1500 Broadway, 24 th Fl, Ste. 2400 New York, N.Y., 10036	(212) 302 9444
* OWNS 100% of	T-UPR, LLC)	

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: _____

Alternative Disclosure of Ownership/Principals

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.

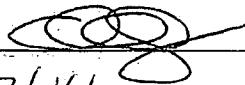
Name of Attached Document _____

Date of Attached Document _____

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Real Property

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

Signature  _____

Date 9/3/14 _____

State of New York
County of New York

This instrument was acknowledged before me on September 3rd, 2014 (date) by
Ivy F. Greenberg (name of person).

Notary Public:  _____

TANYA E HOOPER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6263257
Qualified in New York County
My Commission Expires June 03, 2017

Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Business)

Quick Start Contracting Entity Information

Name Biergarten LLCMailing Address 1 Main St, Las Vegas NV 89101Business Phone 702-405-0816Tax ID or Social Security Number 37-1706970

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company X 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 real property.

Full Name & Title	Business Address	Business Phone
<u>Harold Rittoff</u> ^{manager} _{member}	<u>900 S. Las Vegas Blvd</u> ^{Las Vegas} _{Nevada 8914}	<u>702-405-0816</u>

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: _____

Please Print Legibly
Continued QSP Disclosure of Ownership/Principals (Business) page 2

Alternative Disclosure of Ownership/Principals

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 _____

Certificate 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.

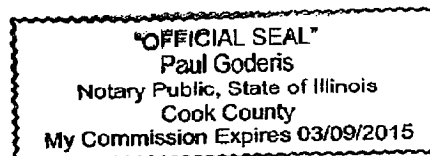
Signature [Signature]

Date 8-28-14

State of Illinois
County of Cook

This instrument was acknowledged before me on 8/28/2014 (date) by Harris R. Hoff (name of person).

Notary Public: [Signature]



ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NEVADA }
COUNTY OF CLARK } ss:

Please Print Legibly

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

1. I am a corporate officer, managing member, or sole proprietor of the BIERGARTEN, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1 MAIN ST ("Site"), as more particularly described by the Quick Start Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.
2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

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

- a. Encourage the creation of new business or other appropriate development; ☒
 - b. Create jobs or other business opportunities for nearby residents; ☒
 - c. Increase local revenues from desirable sources; ☒
 - d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
 - e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
 - f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
 - g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐
3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:
- a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☒ or
 - b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐
 - c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum or blight. ☒ or,
 - d. The 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. NR (initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. NR (initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. NR (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. NR (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 employee 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 18th day of Aug, 2013

Authorized Signature: [Signature]

SIGNED AND SWORN TO before

me this 18th day of Aug, 2013, by Harris Rittoff

NOTARY PUBLIC

My Commission Expires:



ATTACHMENT 6

Quick Start Real Property Owner Consent

STATE OF Nevada }
COUNTY OF Clark } ss:

I, JONATHAN JOSSEL, ~~owner~~ and/or authorized representative of
APN# 139-34-101-009 also commonly known as PLAZA HOTEL & CASINO (the
"Property") hereby acknowledge and consent to the proposed improvements on the Property (the "Project") and
consent to the participation in the Quick Start Program which are to be undertaken by
BIER GARTEN, LLC, the tenant and/or business owner on the Property. I further consent
and authorize the Las Vegas Redevelopment Agency ("Agency"), its officers and employees to have full access to
the Property for the purpose of inspecting the Property to determine whether the Project is in compliance with the
Quick Start Program.

Under certain circumstances, the Agency may place a restrictive covenant at the completion of the project for a
period of five years to ensure that the Property, including the building and its improvements are not demolished by
the current or a new property owner. The current property owner and/or business owner will have the option to
repurchase the restrictive covenant from the Agency during the five year period. In the event it is determined that
a restrictive covenant is necessary, the undersigned owner and tenant/business owner acknowledge and agree to
sign an agreement and any related documents to effectuate the restrictive covenant.

DATED this 24th day of JULY, 2013.

Property Owner Name: _____

Authorized Representative: JONATHAN JOSSEL

SIGNED AND SWORN TO before
me this 24 day of July, 2013, by Jonathan Jossel

NOTARY PUBLIC [Signature]
My Commission Expires: May 20 2014

