



**CITY OF HENDERSON  
REDEVELOPMENT AGENCY ADVISORY COMMISSION  
AGENDA**

**Regular Meeting  
Tuesday, January 22, 2013  
4:00 p.m.**

**City Hall Annex Conference Room  
280 Water Street  
Henderson, Nevada 89015**

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**Notice to persons with special needs:** For those requiring special assistance or accommodation at the meeting, please contact 702-267-1515 or the Relay Nevada TTY telephone 7-1-1 at least 72 hours in advance of the meeting.

The Chairman reserves the right to hear agenda items out of order, combine two or more agenda items for consideration, remove an item from the agenda, or delay discussion relating to an item on the agenda at any time. All items are action items unless otherwise noted.

Individuals speaking on an item will be limited to three (3) minutes and spokespersons for a group will be limited to ten (10) minutes.

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**I. CALL TO ORDER**

**II. CONFIRMATION OF POSTING AND ROLL CALL**

**III. ACCEPTANCE OF AGENDA (For Possible Action)**

**IV. PUBLIC COMMENT**

Note: Items discussed under Public Comment cannot be acted upon at this meeting, but may be referred to a future agenda for consideration (NRS 241.020). Individuals speaking on an item will be limited to three (3) minutes and spokespersons for a group will be limited to ten (10) minutes.

**V. NEW BUSINESS**

1.	MINUTES—CITY OF HENDERSON REDEVELOPMENT AGENCY ADVISORY COMMISSION MEETING OF December 18, 2012 (For Possible Action)
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Approve the minutes of the City of Henderson Redevelopment Agency Advisory Commission meeting of December 18, 2012.

2.	OWNER PARTICIPATION AGREEMENT BY AND BETWEEN UNION VILLAGE, LLC AND THE CITY OF HENDERSON REDEVELOPMENT AGENCY (For Possible Action)
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Approve the Owner Participation Agreement by and between Union Village, LLC and the City of Henderson Redevelopment Agency.

**(CONTINUED ON NEXT PAGE)**

3.	A RESOLUTION OF THE CITY OF HENDERSON REDEVELOPMENT AGENCY OF ITS INTENT TO CONSIDER THE SALE OF THE PINNACLE BUILDING LOCATED AT 203 SOUTH WATER STREET FOR \$510,000 (For Possible Action)
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Adopt the Resolution of the City of Henderson Redevelopment Agency of its Intent to Consider the Sale of the Pinnacle Building Located at 203 South Water Street for \$510,000.

4.	<b>PROJECTS UPDATE</b>
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Discuss project updates for the following projects and accept report. Cornerstone Redevelopment Area: Griffin Park; Richmond American; Tax Increment Reimbursement to the LID; Shortfall Note; Ladera Parcels; Loretto Bay. Downtown Redevelopment Area: 19 S. Water Street; 314 Nebraska; Business Recruitment/Development; Business Retention; City Tower; Community Gardens; Create Comprehensive Development and Business Recruitment Incentive Packages; Cultural and Events Center RFP; Downtown Master Plan; Downtown Residential Civic Alliance; Environmental Protection Agency Grant for Technical Assistance; Fencing; Former Asset Central Site: Former Parkline Site; Homeless Issue; Marketing the Water Street District; Marketing To Developers, Business Owners & Consumers; Meridian; Monumentation; Outreach; Pinnacle Building; Residential; Senior Center/Pacific Pines; Social Gathering Space Team; Site A; Site B; Townhouse Motor Lodge; Water Street District Business Association; Façade Improvement Program; Sign Grant Program; Tenant Improvement Program. Eastside Redevelopment Area: Boulder Highway Business Coalition; Business Recruitment; Eastside Amendment; Eastside Investment Strategy; Eastside Business Coalition; KMA Tax Increment Analysis; Landwell/Cadence; Museum Site-95/Galleria; Union Village; Façade Improvement Program; Sign Grant Program. Tuscany: Note; Galleria Road; OPA; Tuscany Pending Escrow; Semi-Annual Payment. Lakemoor Canyon: Bill; Development; House Subcommittee on Energy and Mineral Resources, Federal Land Sale. Administration/All Areas: Audit; Assistance Programs; Bonds; Budget; Economic Development Awards; Financials; Five-year Financial Plan; Homeowner Assistance Program; NDC; New Markets Tax Credit; Outreach; Redevelopment Association of Nevada (RAN); Revenue; Tax Increment Distribution.

**VI. PUBLIC COMMENT**

Note: Items discussed under Public Comment cannot be acted upon at this meeting, but may be referred to a future agenda for consideration (NRS 241.020). Individuals speaking on an item will be limited to three (3) minutes and spokespersons for a group will be limited to ten (10) minutes.

**VII. DIRECTOR'S/CHAIRMAN'S BUSINESS**

- Financial Update

**VIII. SET NEXT MEETING**

- February 26, 2013 at 4:00 p.m.

**IX. ADJOURNMENT**

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**Agenda posted prior to 9:00 a.m. on January 10, 2013 at the following locations:**

City Hall, 240 Water Street, 1<sup>st</sup> Floor Lobbies (2)  
 Multigenerational Center, 250 S. Green Valley Parkway  
 Whitney Ranch Recreational Center, 1575 Galleria Drive  
 Fire Station No. 86, 96 Via Antincendio



RAC

# REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

JANUARY 22, 2013

RAC-001

<b>SUBJECT</b>	Minutes—City of Henderson Redevelopment Agency Advisory Commission Meeting of December 18, 2012
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the City Manager’s Office
<b>RECOMMENDATION</b>	Approve

**FISCAL IMPACT:**

No Impact

Budget funds available

Augmentation required

**BACKGROUND / DISCUSSION / ALTERNATIVES:**

**RECOMMENDED MOTION:**

Approve the minutes of the City of Henderson Redevelopment Agency Advisory Commission meeting of December 18, 2012.

**Supporting Documentation:**

Minutes consisting of four (4) pages.

**CITY OF HENDERSON REDEVELOPMENT AGENCY  
ADVISORY COMMISSION  
MINUTES  
December 18, 2012**

**I. CALL TO ORDER**

Chairman Tom Foster called the Redevelopment Advisory Commission to order at 4:00 p.m. in the Annex Conference Room, City Hall Annex, 280 Water Street, Henderson, Nevada.

**II. CONFIRMATION OF POSTING AND ROLL CALL**

MaryAnne Cruzado, Recording Secretary, confirmed the meeting had been noticed in accordance with the Open Meeting Law by posting the Agenda three working days prior to the meeting at City Hall, Henderson Convention Center, Green Valley Police Substation, and Fire Station No. 86.

Present: Chairman Tom Foster  
Tom Fay  
Richard Serfas  
Stan Southwick

Excused: David Chavez  
Mark McGinty  
Laura Jane Spina

Staff: MaryAnne Cruzado, Admin Assistant III  
Christine Guerci-Nyhus, Assistant City Attorney  
April Parra, Minutes Clerk  
Michelle Romero, Redevelopment Manager  
Lisa Sich, Special Projects Accountant

**III. ACCEPTANCE OF AGENDA**

Item 4 was continued to the January 22, 2013, meeting at the request of the applicant.

(Motion) Mr. Southwick introduced a motion to accept the agenda as amended. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

**IV. PUBLIC COMMENT:**

There were no comments presented by the public.

**V. NEW BUSINESS**

1.	MINUTES FOR THE CITY OF HENDERSON REDEVELOPMENT AGENCY ADVISORY COMMISSION MEETING OF NOVEMBER 27, 2012.
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Recommend approval of the minutes of the City of Henderson Redevelopment Agency Advisory Commission meeting of November 27, 2012.

(Motion) Mr. Fay introduced a motion to approve the minutes of November 27, 2012, as submitted. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

2.	RATIFICATION OF THE USE OF REVOLVING FUNDS FOR THE DEMOLITION OF 314 NEBRASKA AVENUE TO ALLEVIATE A PUBLIC SAFETY RISK
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Ratification of the use of the Redevelopment Agency's Revolving Funds for the demolition of 314 Nebraska to alleviate a public safety risk not to exceed \$22,500.00.

Lisa Sich, Special Projects Accountant, gave a summary of the proposed item and stated staff recommends approval. She noted that demolition is currently underway and the item is eligible due to it being a public risk.

(Motion) Mr. Fay introduced a motion recommending ratification of the use of the Redevelopment Agency's Revolving Funds for the demolition of 314 Nebraska to alleviate a public safety risk not to exceed \$22,500.00. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

3.	FINANCIAL MANAGEMENT POLICIES
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Adopt the Redevelopment Financial Management Policy for: Fiscal Signature

Authority.

Ms. Sich gave a brief summary of the proposed item and stated it was brought back due to an error.

There were no questions from the Commission.

(Motion) Mr. Fay introduced a motion to adopt the Redevelopment Financial Management Policy for: Fiscal Signature Authority. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

4.	OWNER PARTICIPATION AGREEMENT BY AND BETWEEN UNION VILLAGE, LLC AND THE CITY OF HENDERSON REDEVELOPMENT AGENCY.
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Approve the Owner Participation Agreement by and between Union Village, LLC and the City of Henderson Redevelopment Agency.

This item was continued to the January 22, 2013, meeting at the request of the applicant.

5.	PROJECTS UPDATE
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Discuss project updates and accept the report.

Ms. Romero reviewed a memorandum regarding the status of projects.

There were no questions from the Commission.

(Motion) Mr. Serfas introduced a motion to accept the report. The vote favoring approval was unanimous. Chairman Serfas declared the motion carried.

## V. PUBLIC COMMENT

There were no comments presented by the public.

## VI. DIRECTOR'S/CHAIRMAN'S BUSINESS

### 1. Financial Update

Ms. Sich distributed the financials as of November 30, 2012, and gave a brief update. She noted that the numbers are being monitored very closely.

Responding to a question by Chairman Foster regarding if most of the façade money has been utilized, Ms. Sich said she would check into this and report back.

**VII. SET NEXT MEETING**

The next meeting was scheduled for January 22, 2013, at 4:00 p.m.

**VIII. ADJOURNMENT**

There being no further business to be discussed, the meeting was adjourned at 4:14 p.m.

Respectfully submitted,

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April Parra,  
Minutes Clerk



# REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

JANUARY 22, 2013

RAC-002

<b>SUBJECT</b>	Owner Participation Agreement by and between Union Village, LLC and the City of Henderson Redevelopment Agency
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the City Manager's Office
<b>RECOMMENDATION</b>	Approve

### FISCAL IMPACT:

No Impact

Budget funds available

Augmentation required

2097-1001-601436-H0099 Program Costs \$5,000 for FY13

### BACKGROUND / DISCUSSION / ALTERNATIVES:

On April 19, 2011, the City of Henderson Redevelopment Agency (Agency) entered into a Redevelopment Planning Agreement with Union Village, LLC (UV). That agreement set forth the terms and conditions pursuant to which the Agency would be willing to reimburse the developer a portion of the incremental increase in property taxes generated by the site as redeveloped. Further, on September 18, 2012, the City of Henderson approved a Development Agreement with the developer.

The cost of designing, developing and constructing the improvements to the site, located at Galleria and US95, is expected to exceed \$1.2 Billion, which would make implementation of the Development Agreement economically infeasible. The proposed Owner Participation Agreement (OPA) includes the following deal points:

- Agency and UV enter into an Owner Participation Agreement (OPA) which is contingent upon UV completing the purchase of property from the City.
- OPA sets out the terms and conditions for the reimbursement of some or all of the public improvement costs through Tax Increment receipts.
- The OPA is heard before the Redevelopment Advisory Commission and the Redevelopment Agency Board prior to adoption.

**(CONTINUED ON NEXT PAGE)**

### RECOMMENDED MOTION:

Approve the Owner Participation Agreement by and between Union Village, LLC and the City of Henderson Redevelopment Agency.

- OPA provides:
  - An administrative set aside of 15% of monies received as UV tax increment up to \$500,000 annually to fund the administrative expenses of the Agency.
  - A split of the remaining UV tax increment whereby UV receives 90% of the remaining TIF in payment of the Note for years 1-10; and then 80% from year 11 until the end of the life of the area or payment in full, whichever is first. If no audited/verified amounts have been added to the Note, and the Agency receives UV tax increment, the Agency will hold the portion allocable to UV in a segregated account until such time as there have been amounts added to the Note.
  - The Note will carry a simple interest rate of 6% calculated annually.
  - Reimbursement for constructed public improvements is capped at \$150 million; with a total cap on the Note of \$185 million (\$150 million plus \$35 million in potential accrued interest.)
  - UV will commence 5% of the public improvements within three years of execution of the OPA.
  - UV will provide an anticipated construction schedule. Agency staff will have the authority to extend the time periods in the construction schedule for up to one year. Any additional requests will need to go to the Agency board.

### **Supporting Documentation:**

Owner Participation Agreement consisting of 95 pages.

**OWNER PARTICIPATION AGREEMENT**

**by and between**

**CITY OF HENDERSON REDEVELOPMENT AGENCY**

**and**

**UNION VILLAGE, LLC**

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**EXHIBIT LIST**

- Exhibit A: Property
- Exhibit B: Form of Promissory Note
- Exhibit C: Master List
- Exhibit D: Construction Schedule
- Exhibit E: Form of Certificate of Completion
- Exhibit F: Public Infrastructure Reimbursement Policy

## OWNER PARTICIPATION AGREEMENT

This OWNER PARTICIPATION AGREEMENT (this “**Agreement**”) is entered into effective as of December \_\_, 2012 (“**Effective Date**”) by and between the **CITY OF HENDERSON REDEVELOPMENT AGENCY**, a public body, corporate and politic (“**Agency**”), and **UNION VILLAGE, LLC**, a Nevada limited liability company (“**Participant**”). Agency and Participant are hereinafter collectively referred to as the “**Parties.**” Capitalized terms used in this Agreement shall have the definitions set forth in Article 1 of this Agreement or as otherwise defined in this Agreement. This Agreement shall become effective upon adoption by the Agency, execution by all Parties and Participant’s acquisition of the Property.

### **RECITALS**

A. The Agency is a Redevelopment Agency formed, existing and exercising its powers pursuant to the provisions of the Nevada Community Redevelopment Law, Nevada Revised Statutes 279.382 *et seq.* (“**CRL**”).

B. Pursuant to the authority granted under the CRL, the Agency has the responsibility to implement the redevelopment plan adopted on February 21, 2006 by the City Council (the “**City Council**”) of the City of Henderson (the “**City**”) by Ordinance No. 2432 (the “**Eastside Redevelopment Plan**”) for the Eastside Redevelopment Project Area (the “**Eastside Project Area**”).

C. Participant owns property consisting of approximately 150.72 net acres, more or less, generally located at the northeast corner of US 93/95 and Galleria Drive, known as Clark County Assessor’s Parcel Numbers 161-34-801-005, 161-34-701-001 and 161-35-401-001, and more particularly described in Exhibit A attached hereto (the “**Property**”). The Property is located within the Eastside Project Area.

D. The majority of the Property was formerly used as a mining operation and includes a gravel pit that will require extensive earth work to elevate portions of the site.

E. Participant proposes to develop the Property in five (5) village areas as more fully described in the DA. Pursuant to the DA, the project may include one or more hospitals, medical office buildings, wellness and/or fitness centers, skilled nursing, assisted living facilities, general commercial uses, housing and retail facilities (the “**Private Improvements**”).

F. The Property does not have sufficient public services, facilities and infrastructure to serve the Private Improvements.

G. On September 18, 2012, the City Council approved a Development Agreement between the City and Participant which will be recorded concurrently with Participant’s acquisition of the Property (the “**DA**”) which provides for the development of the Private Improvements and of public improvements consisting of roads, sidewalks, streetlights, traffic

marking and signage, traffic signals, medians, storm drains, sewers, flood control improvements and facilities, grading specifically related to the public improvements, landscaping, parks, water lines and other public improvements described in the Master List (“**Public Improvements**”). The Private Improvements and Public Improvements are hereinafter collectively referred to as the “**Improvements**.”

H. The costs of designing, developing and constructing the Improvements will exceed \$1.2 Billion dollars and would make implementation of the DA economically infeasible.

I. Participant has requested, and Agency has agreed, to provide financial assistance to Participant in an amount not to exceed One Hundred Fifty Million Dollars (\$150,000,000.00) (plus interest) for the costs of designing, developing and constructing all or a portion of the Public Improvements (the “**Reimbursable Public Improvements**”).

J. Agency financial assistance shall be in the form of reimbursement to Participant for Reimbursable Public Improvement Costs (defined below) pursuant to a Promissory Note (the “**Note**”) which provides that (i) reimbursement for Reimbursable Public Improvement Costs shall not exceed One Hundred Fifty Million Dollars (\$150,000,000.00) (plus interest) and shall be solely and exclusively paid from Union Village Tax Increment (as defined below); and (ii) the total amount paid by Agency to Participant including principal and interest, shall in no event exceed One Hundred Eighty Five Million Dollars (\$185,000,000.00).

K. The Agency acknowledges that Participant may, subject to Article 7, (i) construct all of the Improvements, (ii) construct the Public Improvements and sell all or portions of the Property to persons or entities who will construct the Private Improvements, (ii) sell all or a portion of the Property to persons or entities who will construct the Public Improvements and Private Improvements, or (iv) some combination of the above.

L. Participant acknowledges that if it exercises its options in Article 7, Participant will only be reimbursed for Public Improvements which it has constructed and for which it has paid.

M. The purpose of this Agreement is to effectuate the Redevelopment Plan for a portion of the Project Area by providing for the redevelopment of the Property in accordance with the Redevelopment Plan.

N. Completion of the Improvements will assist in the elimination of blight in the Project Area, provide additional jobs, improve safety in the Project Area, and substantially improve the economic, physical, and infrastructure conditions in the Project Area in accordance with the purposes and goals of the Redevelopment Plan.

O. Agency has determined that (i) development of the Property pursuant to the DA and this Agreement is consistent with the Redevelopment Plan and will benefit the Project Area; and (ii) Agency financial assistance is necessary to make development of the Public Improvements economically feasible.

NOW, THEREFORE, the Parties agree as follows:

## **ARTICLE 1 DEFINITIONS**

Section 1.1 Definitions. The following terms as used in this Agreement shall be defined as follows:

**“Advance Date”** has the meaning set forth in Section 6.4 hereof.

**“Affiliate”** means any person or entity which controls, is controlled by or is under common control with Participant and includes any person or entity which is now or hereafter becomes a member or manager of Participant.

**“Agency”** means the City of Henderson Redevelopment Agency, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the laws of the State of Nevada, with full power and authority to execute this Agreement. The principal office of Agency is located at 240 Water Street, Henderson, Nevada, 89015.

**“Agency Engineer”** means an engineer, selected by the Agency and approved by Participant, qualified to conduct the Performance Review.

**“Agency Engineer’s Report”** has the meaning set forth in Section 6.3 hereof.

**“Bankruptcy Law”** has the meaning set forth in Section 9.1.1(e) hereof.

**“Certificate of Completion”** means a final certificate of completion substantially in the form attached hereto as Exhibit E certifying that Participant has satisfactorily completed construction of the Reimbursable Public Improvements.

**“City”** means the City of Henderson, a municipal corporation. The principal office of the City is located at 240 Water Street, Henderson, Nevada, 89015.

**“Claims”** has the meaning set forth in Section 3.6.

**“Complete,” “Completed,” or “Completion”** when used in reference to the completion of the construction of the Public Improvements (or applicable portion thereof as appropriate in the reference) means that construction of the Public Improvements has been completed to the point that City, or other public agency as designated in the DA, has indicated in writing that it has approved such Public Improvements as being complete.

**“Construction Control”** means qualified independent third parties who provide construction control services for voucher control, inspection services and analysis of the Reimbursable Public Improvements Costs that qualify as Eligible Costs as per section 6.3(i) hereof.

**“Construction Plans”** means all construction documentation which will be submitted to and approved by Agency prior to commencement of construction, and upon which Participant

shall rely in building the Reimbursable Public Improvements, including but not limited to, landscaping, streets, parking, and common and public areas, and including final architectural drawings, landscaping, exterior lighting and signage plans and specifications, a description of materials to be used, final elevations and building plans and specifications.

“**CRL**” means Nevada Community Redevelopment Law, Nevada Revised Statutes 279.382 *et seq.*

“**DA**” means the Development Agreement referenced in Recital G.

“**Eastside Project Area**” has the meaning set forth in Recital B.

“**Eastside Redevelopment Plan**” has the meaning set forth in Recital B.

“**Eastside Tax Increment**” means the gross tax revenue generated from the Eastside Project Area that is allocated to and received by the Agency pursuant to NRS 279.679.

“**Eligible Costs**” means those Reimbursable Public Improvement Costs approved by the Agency in accordance with Article 6.

“**Effective Date**” means the date first written above.

“**Environmental Law**” means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials (as defined below), or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C.A. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), and the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*).

“**Entitlements**” means all entitlements, permits and approvals the City or any other governmental body or agency with jurisdiction over the Improvements or the Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Improvements, including without limitation, the DA and all conditions of approval imposed in connection with such entitlements, permits and approvals, including without limitation, all mitigation measures imposed in connection with environmental review of the Improvements.

“**Event of Agency Default**” has the meaning set forth in Section 9.2 herein.

**“Force Majeure”** is defined in Section 9.6 of this Agreement.

**“Hazardous Materials”** means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is (i) petroleum, petroleum based products and petroleum additives and derived substances, (ii) asbestos and lead based paint, (iii) polychlorinated byphenyls, (iv) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (vi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., (vii) methyl-tertiary butyl ether, (viii) mold, fungi, viruses and bacterial matter, or (ix) any other toxic substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as “hazardous” or harmful to human health or the environment.

**“Holder”** means the holder of any mortgage, deed of trust secured by all or any portion of the Property or the pledgee of any payments due or to become due under the Note or any other security instrument authorized by this Agreement.

**“Improvements”** means the Public Improvements and the Private Improvements collectively.

**“Master List”** means a cost list and referenced map of Public Improvements for the Property attached hereto as Exhibit C.

**“Note”** means the promissory note dated as of the Effective Date and executed by Agency substantially in the form attached hereto as Exhibit B.

**“NRS”** means the Nevada Revised Statutes as amended.

**“Original Tax Increment Projection”** has the meaning set forth in Section 3.1.2.

**“Participant”** means Union Village, LLC, a Nevada limited liability company and whose resident agent in Nevada is Incorp Services, Inc. 2360 Corporate Circle, Suite 400, Henderson, Nevada 89074-7722, subject to the provisions of Article 7 of this agreement.

**“Participant’s Share”** has the meaning set forth in Section 6.5.

**“Performance Review”** has the meaning set forth in Section 6.3 hereof.

**“Private Improvements”** has the meaning set forth in Recital E.

**“Project Area”** means the Eastside Project Area.

**“Property”** has the meaning set forth in Recital C. The term **“Property”** as used herein shall mean and refer to all portions of the Property, regardless of any future subdivision or parcelization.

**“Public Improvements”** has the meaning set forth in Recital G.

**“Public Infrastructure Reimbursement Policy”** means the Policies & Procedures for Performance Reviews/Audits of City of Henderson Development Projects attached hereto as Exhibit F.

**“Real Estate and Personal Property Tax Rate Calculated”** means the proportionate share of total taxes that make up tax increment as calculated by the Clark County Treasurer.

**“Redevelopment Plan”** means the Eastside Redevelopment Plan referenced in Recital B.

**“Reimbursable Public Improvements”** has the meaning set forth in Recital I.

**“Reimbursable Public Improvement Costs”** means actual costs incurred and paid by Participant toward designing, developing, and constructing (including permitting) the Reimbursable Public Improvements.

**“Request for Reimbursement”** has the meaning set forth in Section 6.2 hereof.

**“Semi-Annual Payment”** has the meaning set forth in Section 6.6 hereof.

**“Tolling Period”** has the meaning set forth in Section 6.1.2 hereof.

**“Total Tax Billings for All Union Village Parcels”** means the total ad valorem taxes to be billed for each parcel within the Property as determined by the Clark County Treasurer.

**“Total Eastside Tax Increment to be Billed”** means the total tax increment to be billed within the Eastside Project Area as determined by the Clark County Treasurer.

**“Total Union Village Tax Increment to be Billed”** means the Total Billings for All Union Village Parcels x Real Estate and Personal Property Tax Rate Calculated.

**“Transfer”** means an attempted or completed voluntary, involuntary, direct or indirect or by operation of law sale, transfer, conveyance, assignment or lease.

**“Union Village Tax Increment”** means the gross tax revenue generated from the Property that is allocated to and received by the Agency pursuant to NRS 279.679 less the amount of legislative set asides required by NRS, if and when applicable and less a set aside for administration equal to fifteen percent (15%) of such gross tax revenue; not to exceed Five Hundred Thousand dollars annually (\$500,000.00).

## ARTICLE 2 REPRESENTATIONS

Section 2.1 Participant's Representations. Participant represents and warrants to Agency as follows, and Participant covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Participant shall immediately give written notice of such fact or condition to Agency. Participant acknowledges that Agency shall rely upon Participant's representations made herein notwithstanding any investigation made by or on behalf of Agency.

(i) The Property. Participant is the fee owner of the Property.

(ii) Authority. Participant is a limited liability company duly organized and in good standing under the laws of the State of Nevada. Participant has the full right, power and authority to undertake all obligations of Participant as provided herein, and the execution, performance and delivery of this Agreement by Participant has been duly authorized by all requisite actions. The persons executing this Agreement on behalf of Participant have been duly authorized to do so. Participant's manager is a limited liability company duly organized and good standing under the laws of the State of California. This Agreement constitutes a valid and binding obligation of Participant.

(iii) No Conflict. Participant's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Participant is a party or by which it is bound.

(iv) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Participant to perform its obligations under this Agreement.

(v) No Participant Bankruptcy. Participant is not the subject of a bankruptcy or insolvency proceeding.

Section 2.2 Agency Representations. Agency represents and warrants to Participant as follows, and Agency covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.2 not to be true, Agency shall immediately give written notice of such fact or condition to Participant. Agency acknowledges that Participant shall rely upon Agency's representations made herein notwithstanding any investigation made by or on behalf of Participant.

(i) Authority. Agency is a public entity duly organized and in good standing under the laws of the State of Nevada. Agency has the full right, power and authority to undertake all obligations of Agency as provided herein, and the execution, performance and delivery of this Agreement by Agency have been duly authorized by all requisite actions. The

persons executing this Agreement on behalf of Agency have been duly authorized to do so. This Agreement constitutes a valid and binding obligation of Agency.

(ii) No Conflict. Agency's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Agency is a party or by which it is bound.

(iii) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Agency to perform its obligations under this Agreement.

(iv) No Bankruptcy. Agency is not the subject of a bankruptcy or insolvency proceeding.

(v) No Encumbrance of Semi-Annual Payment. Except as provided herein, Agency has not and will not encumber the Union Village Semi-Annual Payment (as defined in Section 6.6).

### **ARTICLE 3 DEVELOPMENT OF THE PROPERTY**

#### Section 3.1 Scope of Development.

Section 3.1.1 Scope of Development. Participant shall use commercially reasonable efforts to develop and construct the Improvements in accordance with the terms and conditions of this Agreement and in compliance with the terms and conditions of the Entitlements.

Section 3.1.2 Revisions to Scope of Development. The Participant retained RCG Economics LLC to prepare a tax increment projection (the "**Original Tax Increment Projection**") which estimates the Union Village Tax Increment to be allocated to and received by the Agency from development of the Property in accordance with the DA. Participant acknowledges and agrees that the Agency has relied upon the Original Tax Increment Projection in negotiating the terms and conditions of Agency financial assistance set forth in Article 6 and in developing its goals for the Project Areas.

#### Section 3.2 Entitlements

Participant acknowledges and agrees that execution of this Agreement by Agency does not constitute approval of the Entitlements, does not limit in any manner the discretion of the City in such approval process, and does not relieve Participant from the obligation to obtain all necessary Entitlements. Participant shall be responsible and promptly pay when due all customary and reasonable fees and charges of the City in connection with the processing and consideration of obtaining the Entitlements, including, but not limited to, building permits.

Section 3.3. Time for Commencement of Construction.

Participant shall use commercially reasonable efforts to commence the design, development, and construction of not less than five percent (5%) of the Public Improvements within three (3) years after the Effective Date. If Participant fails to commence construction of the Tier I Public Improvements prior to the third anniversary after the Effective Date, either party shall have the right, at its option, to (i) terminate this Agreement or (ii) renegotiate the terms and conditions of this Agreement.

Section 3.3.1 Construction Schedule.

Participant shall continue the design, development, and construction of the Public Improvements substantially in accordance with the schedule attached hereto as Exhibit D, as same may be revised with approval of Agency. Participant may request an extension of time for the dates outlined in Exhibit D. Participant shall submit the proposed change in dates in writing to Agency for its written approval, which approval shall not be unreasonably withheld, conditioned or delayed as long as such change is consistent with the DA. Participant's submission should detail the proposed change, the reason for the change and specify the time period for the completion of the proposed change. Agency staff may approve change(s) in date(s) for up to a one year period from the dates submitted in Exhibit D. All proposed changes which would delay construction in excess of one year must be submitted to and reviewed in a public meeting by the Agency Board.

If Participant fails to meet the dates outlined in Exhibit D and has not been granted an extension, Agency shall have the right to issue a notice of default in accordance with Article 9 of this Agreement.

Section 3.4 Costs of Construction.

All costs related to (i) acquisition or development of the land constituting the Property, (ii) designing, developing and constructing the Improvements, (iii) completion of the Improvements, (iv) soil, groundwater or other environmental remediation or response activities and (v) compliance with the DA and the Entitlements shall be borne solely by Participant and shall not be an obligation of Agency or the City except as to the Reimbursable Public Improvement Costs and as may be specifically and expressly otherwise provided herein.

Section 3.5 Other Approvals.

Participant hereby covenants that it shall use reasonable efforts to obtain all necessary Entitlements which may be required by any other governmental agency having jurisdiction over the design, development, or construction of the Improvements on the Property. Construction of the Improvements shall not be permitted prior to issuance of the Entitlements.

Section 3.6 Rights of Access.

In addition to those rights of access to and across the Property to which Agency and City may be entitled by law, members of the staff of Agency and City shall have the right of access to the Property, without charge or fee, anytime, to inspect the work being performed on the Property. Agency and City shall protect, indemnify, defend and hold Participant harmless from and against any and all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "Claims"), resulting from Agency's or City's entry on to the Property, except to the extent any such Claim arises out of or relates to the sole negligence or willful misconduct of Participant.

Section 3.7 Local, State and Federal Laws.

Participant shall carry out the construction of the Improvements in conformity with all applicable local, state and federal laws and regulations, including, without limitation, the DA and all applicable safety, health, and labor laws.

Section 3.8 Hazardous Materials and Remediation.

Section 3.8.1 No Agency Liability; Participant's Covenants. Agency shall not be responsible for the cost of any soil, groundwater or other environmental remediation or other response activities for any Hazardous Materials existing or occurring on the Property or any portion thereof, and Participant shall be solely responsible for all actions and costs associated with any such activities required for the development of the Improvements, the Property, or any portion thereof. Upon receipt of any regulatory notice regarding the presence, release or discharge of Hazardous Materials in, on or under the Property, or any portion thereof, Participant (as long as Participant owns the property which is the subject of such notice) agrees to timely initiate and diligently pursue and complete all required response, remediation and removal actions for the presence, release or discharge of such Hazardous Materials as specified by applicable Environmental Laws. Participant hereby covenants and agrees that:

(1) Participant, within the period of its ownership, shall not knowingly permit the Improvements or the Property or any portion of either to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials in violation of Environmental Law or otherwise knowingly permit the presence or release of Hazardous Materials in, on, under, about or from the Improvements or the Property, and

(2) Participant, within the period of its ownership, shall keep and maintain the Improvements and the Property and each portion thereof in compliance with, and shall not cause or permit the Improvements or the Property or any portion of either to be in violation of, any Environmental Laws.

Section 3.8.2 Environmental Indemnification. Participant shall indemnify, defend (with counsel approved by Agency) and hold the Agency, and its respective elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the

“Indemnitees”) harmless from and against any and all Claims associated with the investigation, assessment, monitoring, response, removal, treatment, abatement or remediation of Hazardous Materials and administrative, enforcement or judicial proceedings resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal or the alleged presence, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property, or (ii) the failure of Participant, Participant’s employees, agents, contractors, subcontractors, or any person acting on behalf of any of the foregoing to comply with Environmental Laws or the covenants set forth in Section 3.8.1. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Laws. The provisions of this Section 3.8.2 shall survive the issuance of a Certificate of Completion for the Reimbursable Public Improvements and the expiration or earlier termination of this Agreement.

Section 3.8.3 No Limitation. Participant hereby acknowledges and agrees that Participant’s duties, obligations and liabilities under this Agreement, including, without limitation, under Section 3.8.2 above, are in no way limited or otherwise affected by any information the Agency or the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Materials, whether the Agency or the City obtained such information from the Participant or from its own investigations. It is further agreed that Agency and City do not and shall not waive any rights against Participant that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency, or the deposit with Agency by Participant, of any of the insurance policies described in this Agreement.

## **ARTICLE 4 CONSTRUCTION OF IMPROVEMENTS**

### **Section 4.1 Construction Pursuant to Plans.**

Except to the extent modified by operation of Section 4.3 of this Agreement, all construction of the Reimbursable Public Improvements shall be done in accordance with the applicable Construction Plans and the Entitlements. Prior to the commencement of construction of the Reimbursable Public Improvements or any portion thereof, Participant shall submit to Agency for written approval the Construction Plans for such Reimbursable Public Improvements so that Agency may confirm consistency with this Agreement.

### **Section 4.2 Construction Plans.**

The Construction Plans shall be based upon the DA, and any other plans or development approvals issued by Agency or the City with respect to the Improvements or the development of the Property, and shall not materially deviate therefrom without the express written consent of the Agency.

#### Section 4.3 Change in Construction Plans.

If Participant desires to make any material change in the approved Construction Plans for the Reimbursable Public Improvements, Participant shall submit the proposed change in writing to Agency and the City for their written approval, which approval shall not be unreasonably withheld, conditioned or delayed as long as such change is consistent with the DA. Participant's submission should detail the proposed change, the cost of the change and specify the time period for the completion of the proposed change. If the Construction Plans, as modified by any proposed change, conform to the requirements of this Agreement and any plans or development approvals issued by Agency or City, including the DA, Agency and the City shall approve the change by notifying Participant in writing. All such proposed changes shall be approved or rejected by Agency or the City in writing within thirty (30) days of submittal and any notice of rejection shall state with specificity the particular aspects of the proposed changes which are unacceptable and include an explanation for such rejection. If no notice of rejection is issued by Agency within said thirty (30) day period, the proposed changes shall be deemed approved. If rejected, the previously approved Construction Plans shall continue to remain in full force and effect. Any change in the Construction Plans required in order to comply with applicable codes shall be deemed approved, so long as such changes do not substantially nor materially change the architecture, design, function, use, or other amenities of the Improvements as shown on the latest approved Construction Plans unless required by such applicable codes.

#### Section 4.4 Defects in Plans.

Neither Agency nor City shall be responsible to Participant or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. Participant shall indemnify, defend (with counsel reasonably approved by Agency, but no right to select separate counsel unless joint representation results in a conflict of interest) and hold the Indemnitees harmless from and against all Claims arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Participant's indemnification obligations set forth in this Section 4.4 shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion. It is further agreed that Agency and City do not, and shall not, waive any rights against Participant which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency, or Participant's deposit with Agency of any of the insurance policies described in this Agreement. Participant's indemnification obligations pursuant to this Section shall not extend to Claims arising due to the negligence or willful misconduct of the Indemnitees.

#### Section 4.5 Progress of Construction.

During construction of the Reimbursable Public Improvements, Participant shall submit to Agency quarterly written reports of the progress of the construction of the Reimbursable Public Improvements. The report shall be in such form and detail as to inform Agency fully of the status of construction of the Reimbursable Public Improvements.

Until construction of the Reimbursable Public Improvements has been Completed, Participant authorizes Agency to have full access to all building inspection reports and other information at the City to assist Agency in reviewing the actual progress of construction of the Reimbursable Public Improvements. Participant shall allow Agency to review construction documents and records maintained by Participant in the ordinary course of the construction of the Reimbursable Public Improvements as may be reasonably requested by Agency.

Section 4.6 Certificate of Completion for Reimbursable Public Improvements.

Promptly after Completion of the Reimbursable Public Improvements on the Property in accordance with the provisions of this Agreement, Agency shall provide a final (or partial, as applicable) Certificate of Completion (“**Certificate of Completion**”) certifying that Participant has satisfactorily completed construction of the Reimbursable Public Improvements on the Property (or applicable portion thereof) provided that, at the time such certification is issued, (i) the Reimbursable Public Improvements on the Property (or applicable portion thereof) have been Completed, (ii) all Agency and City fees, if any, have been paid with respect to all Reimbursable Public Improvements constructed on the Property (or applicable portion thereof), (iii) the portions of the Property upon which the Reimbursable Public Improvements are located are in full compliance with the terms of this Agreement and the Eastside Redevelopment Plan and (iv) all Entitlements for the Reimbursable Public Improvements have been obtained.

Such Certificate of Completion shall be substantially in the form attached hereto as Exhibit E and shall be recorded among the Official Records of Clark County, Nevada. Such Certificate of Completion and determination shall not constitute evidence of compliance with or satisfaction of any obligation of Participant to any holder of a deed of trust securing money loaned to finance the Reimbursable Public Improvements or any part thereof and shall not be deemed a notice of completion under the NRS, Chapter 108.

Section 4.7 Prevailing Wage Requirements.

The Reimbursable Public Improvements to be constructed by Participant under this Agreement shall be subject to the provisions of NRS Sections 338.010 through 338.090, inclusive, and regulations adopted pursuant thereto (“**Prevailing Wage Laws**”) to the same extent as if Agency had awarded the contract for the construction of the Reimbursable Public Improvements. Participant and its respective subcontractors or agents, shall comply with the Prevailing Wage Laws and shall be responsible for carrying out the requirements of such provisions.

Participant shall, and hereby agrees to, unconditionally indemnify, reimburse, defend (with counsel reasonably approved by Agency, but no right to select separate counsel unless joint representation results in a conflict of interest), protect and hold Indemnitees harmless from and against any and all Claims whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Reimbursable Public Improvements, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to NRS Sections 279.498 and 279.500 and the Prevailing

Wage Laws, or any act or omission of Agency or Participant related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that Agency and City do not, and shall not, waive any rights against Participant which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency, or the deposit with Agency by Participant, of any of the insurance policies described in this Agreement. The provisions of this Section 4.7 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Reimbursable Public Improvements. Participant's indemnification obligations set forth in this Section shall not apply to Claims arising from the gross negligence or willful misconduct of the Indemnitees.

Pursuant to NRS Section 338.020, the hourly and daily rate of wages to be paid each of the classes of mechanics and workmen employed in connection with construction of the Reimbursable Public Improvements shall not be less than the rate of such wages then prevailing in Clark County, Nevada and shall be posted on the site of construction of the Reimbursable Public Improvements in a place generally visible to the mechanics and workmen.

Pursuant to NRS Section 338.060, Participant agrees to forfeit, as a penalty to Agency, the applicable sums set forth in Section 338.060 for each calendar day or portion thereof that each workman employed in connection with the Reimbursable Public Improvements (i) is paid less than the designated rate for any work performed under this Agreement by Participant or any of Participant's contractors, subcontractors or agents or (ii) is not reported to Agency as required pursuant to NRS Section 338.070.

In addition to all reporting requirements under the Prevailing Wage Laws, until construction of the Reimbursable Public Improvements has been Completed, Participant authorizes Agency to have full access to all of its payroll records and payroll records of its respective subcontractors or agents, as well as all other construction, contracting, employee and worker documentation and records reasonably deemed necessary by Agency to determine compliance with this Section and NRS Sections 279.498 and 279.500 and the Prevailing Wage Laws.

#### Section 4.8 Construction Bonds.

Prior to commencement of construction of the Reimbursable Public Improvements, Participant shall provide labor, materials, and performance bonds naming Agency and City as co-obligees, subject to the approval of Agency and City, for all Reimbursable Public Improvements, from a surety company licensed to do business in Nevada with a general rating of A minus and a financial size category of class X or better in Best's Insurance Guide, each in a penal sum of the estimated costs of the Reimbursable Public Improvements; provided however, that any bond provided by Participant under the DA with respect to the Reimbursable Public Improvements shall be deemed to satisfy the requirements of this Section 4.8. Participant shall maintain and keep in force, at Participant's expense, the bonds required by this Section until Completion of construction of the Reimbursable Public Improvements.

Section 4.9 Implementation of DA.

The DA shall govern the development of the Property and the design, development, and construction of the Improvements. In carrying out the design, development, and construction of the Improvements, it shall be the sole responsibility of Participant to implement, at its sole cost and expense, the DA.

Section 4.10 Equal Opportunity.

During the construction of the Reimbursable Public Improvements on the Property, Participant shall not discriminate on the basis of race, religion, sex, sexual orientation or national origin in the hiring, firing, promoting or demoting of any person engaged in the construction work and Participant shall direct its contractors and subcontractors to refrain from discrimination on such basis.

Section 4.11 Relocation Expenses; Hold Harmless Statement.

Participant represents and agrees that as of the Effective Date there are no occupied structures or occupied improvements on the Property. Participant agrees that it shall have the sole and exclusive responsibility for providing any relocation assistance and paying any relocation costs associated with the development of the Property which may be required to comply with applicable federal, state or local laws, rules and regulations. Participant shall, and hereby agrees to, unconditionally indemnify, reimburse, defend (with counsel reasonably approved by Agency, but no right to select separate counsel unless joint representation results in a conflict of interest), protect and hold Indemnitees harmless from and against any and all Claims, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, relocation assistance or benefits or any act or omission of Agency or Participant with respect to the provision of relocation assistance or benefits in connection with this Agreement, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that Agency and City do not, and shall not, waive any rights against Participant which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency, or the deposit with Agency by Participant, of any of the insurance policies described in this Agreement. The provisions of this Section 4.11 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Reimbursable Public Improvements. Participant's indemnification obligations set forth in this Section shall not apply to Claims arising from the gross negligence or willful misconduct of the Indemnitees.

**ARTICLE 5**  
**COVENANTS OF PARTICIPANT**

Section 5.1 Uses.

Participant covenants and agrees that, during construction of the Improvements and thereafter, Participant shall use the Property solely for the purposes authorized in the DA for the

term of the DA. Participant further covenants and agrees that the Property shall be subject to the provisions of the Eastside Redevelopment Plan for such period of time as the plan is in effect. Participant is expressly prohibited from using the Property for any uses prohibited by applicable City ordinances or regulations, by the DA, or by the Eastside Redevelopment Plan.

Section 5.2 Obligation to Refrain from Discrimination.

Participant shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Participant covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, nor shall Participant or any person claiming under or through it 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, sublessees, subtenants, or vendees in the property herein transferred. The foregoing provisions shall run with the land, be binding upon any subcontracting parties, successors, assigns and other transferees under this Agreement and shall remain in effect in perpetuity.

All deeds, leases or contracts for the sale, lease, sublease, or other transfer of the Property, or any portion thereof made or entered into by Participant, its successors or assigns, shall contain therein the following language:

(a) In Deeds:

"The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through it 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 property herein conveyed. The foregoing covenants shall run with the land."

(b) In Leases:

"The lessee herein covenants by and for itself and its successors and assigns, and all persons claiming under or through it, and this lease is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or

national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through it 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, sublessees, subtenants, or vendees in the property herein leased."

(c) In Contracts:

"The contractor herein covenants by and for itself and its successors and assigns, and all persons claiming under or through it, and this contract is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein transferred nor shall the contractor or any person claiming under or through it 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, sublessees, subtenants, or vendees in the property herein transferred. The foregoing provisions shall be binding upon any subcontracting Parties, successors, assigns and other transferees under the contract."

Section 5.3 Effect and Duration of Covenants.

All of the terms, covenants, agreements and conditions set forth in this Agreement shall cease and terminate as to the Property and the Improvements thereon upon recordation of the Certificate of Completion for the Reimbursable Public Improvements as described in Section 4.6 of this Agreement, excepting only the provisions of Section 5.1 of this Agreement (relating to uses), which shall remain in effect as specified therein; Section 5.2 (relating to nondiscrimination), which shall remain in effect in perpetuity; and the provisions set forth in the Section 11.12 (relating to indemnity and hold harmless provisions), which shall remain in effect as specified therein.

**ARTICLE 6**  
**REIMBURSEMENT OF COSTS BY AGENCY**

Section 6.1 Reimbursement for Reimbursable Public Improvement Costs.

Section 6.1.1 Agency Financial Assistance

Participant shall undertake the design, development and construction (including permitting) of the Public Improvements described in the Master List at its initial and exclusive cost. Agency recognizes that the costs of designing, developing and constructing the Public Improvements would make implementation of the DA economically infeasible, and Agency therefore agrees to financially assist Participant with the costs of designing, developing and

constructing the Reimbursable Public Improvements. The amount of Agency financial assistance shall not exceed the lesser of (i) the total amount of Eligible Costs (as defined below); or (ii) One Hundred Fifty Million Dollars (\$150,000,000.00) (plus interest on the financial assistance subject to Section 6.1.2.).

#### Section 6.1.2 Form of Agency Financial Assistance

The Agency financial assistance shall be by reimbursement to Participant for the Reimbursable Public Improvements Costs pursuant to a Promissory Note, dated as of the Effective Date and executed by Agency substantially in the form attached hereto as Exhibit B (the “**Note**”). The Note provides that (i) all amounts thereunder may be pre-paid in part or in full at any time without penalty and (ii) the indebtedness evidenced thereby shall be paid solely and exclusively from Union Village Tax Increment. All terms of reimbursement by Agency to Participant for Reimbursable Public Improvements Costs, representing Agency’s redevelopment financial assistance to Participant for the Reimbursable Public Improvements, shall be as provided herein and in the Note.

The outstanding principal balance of the Note shall accrue interest at rate of six percent (6%) simple interest annually commencing upon the Advance Date (defined below); provided, however, that the total amount of interest and principal paid to Participant by Agency shall not exceed One Hundred Eighty Five Million Dollars (\$185,000,000.00). If at any time during the term of the Note the amount of the Note, including principal and interest, totals One Hundred Eighty Five Million Dollars (\$185,000,000.00), interest accrual shall toll permanently (the “**Tolling Period**”) and Agency shall not be liable for interest which would have otherwise accrued during the Tolling Period.

#### Section 6.1.3 Pre-Approval of Reimbursable Public Improvements

Participant shall select from the Master List those Public Improvements for which Participant will seek reimbursement and shall submit such improvement to Agency for its written pre-approval. Upon Agency’s pre-approval, subject to Section 6.2 and 6.3, such Public Improvements shall constitute Reimbursable Public Improvements for which Participant will be entitled to reimbursement after issuance of a Certificate of Completion. Participant may request written pre-approval any time prior to Request for Reimbursement noting verification of Public Improvements will be required in accordance with Section 6.3. If it is determined during a Performance Review that some portion of the Reimbursable Public Improvement Costs are not consistent with the Agency’s written pre-approval but are in fact costs that are included in the Master List, Participant will be allowed to request pre approval for the Reimbursable Public Improvement Costs at that time but not to exceed 180 days after commencement of construction of the approved Reimbursable Public Improvement Costs, unless mutually agreed.

#### Section 6.1.4 Use of Construction Control

Upon Pre-Approval of Reimbursable Public Improvements by Agency, Participant may elect to use construction control services. If so elected, Participant shall propose for Agency’s approval, which shall not be unreasonably withheld, conditioned or delayed one or more licensed

independent third parties to provide construction control services for voucher control, inspection services and analysis of the Reimbursable Public Improvements Costs that qualify as Eligible Costs. The costs of using independent third parties shall be paid by Participant directly to the independent third parties. Agency hereby approves Nevada Construction Services subject to execution of acceptable documentation.

Section 6.2 Request for Reimbursement.

Upon Completion of the Reimbursable Public Improvements, Participant shall provide to Agency for its approval a request for reimbursement (“**Request for Reimbursement**”), which includes a summary of the Reimbursable Public Improvement Costs and supporting documentation of such costs as Agency may reasonably request, including without limitation, a certification from a contractor evidencing that the payment by Participant reasonably corresponds to the construction work completed. Participant shall, and has the exclusive burden to maintain reasonably detailed documentary evidence supporting any Reimbursable Public Improvements Costs (e.g., contractor invoices, applications for payment, lien releases). The Request for Reimbursement shall be submitted on a reasonable form prepared by or approved by Agency using the sample form attached to Exhibit F.

Section 6.3 Verification of Public Improvements Costs.

(i) Construction Control Utilized.

Upon notification by Participant of the Completion of the Public Improvements, Agency shall cause a review of the Reimbursable Public Improvement Costs (“**Performance Review**”) to be conducted by the independent third party engaged to provide construction control services. Such review will provide the basis for verifying the amount of any Agency reimbursement to Participant for the Completed Reimbursable Public Improvements. The costs of the Performance Review shall be paid by Participant directly to the independent third party.

The Performance Review shall require the independent third party, in his or her reasonable discretion, to verify the Reimbursable Public Improvements Costs for the Completed Public Improvements and to determine whether such costs are reasonable. Upon completion of the Performance Review, the independent third parties shall submit a report to Agency and Participant detailing his or her analysis of the Reimbursable Public Improvements Costs that qualify as Eligible Costs (“Agency Independent Third Party Report”). Agency shall act on the Request for Reimbursement within thirty (30) days after receipt of the Agency Independent Third Party Report either by approving the Request for Reimbursement or by identifying with specificity any aspects of the Request for Reimbursement which require further documentation or explanation.

(ii) Construction Control Not Utilized.

Promptly following Agency’s receipt of a Request for Reimbursement, Agency shall cause a review of the Reimbursable Public Improvement Costs to be

conducted by the Agency Engineer (“**Performance Review**”). Such review will provide the basis for determining the amount of any Agency reimbursement to Participant for the Completed Reimbursable Public Improvements. The costs of the Performance Review shall be paid by Participant within ten days of receiving an invoice from Agency detailing such costs; provided that Participant has received the Agency’s Engineer’s Report (as defined below).

The Performance Review shall require the Agency Engineer, in his or her reasonable discretion, to verify the Reimbursable Public Improvement Costs for the Completed Reimbursable Public Improvements and to determine whether such costs are reasonable. Upon completion of the Performance Review, the Agency Engineer shall submit a report to Agency detailing his or her analysis of the Reimbursable Public Improvement Costs (“**Agency Engineer’s Report**”). Agency shall approve only (i) those Reimbursable Public Improvement Costs in the Request for Reimbursement which the Agency Engineer has verified and determined to be reasonable as set forth in the Agency Engineer’s Report and (ii) those Reimbursable Public Improvement Costs in the Request for Reimbursement which the Agency has pre-approved pursuant to Section 6.1.3, provided that the Agency Engineer has verified and determined that such costs are consistent with the Agency’s written pre-approval (collectively, “**Eligible Costs**”). Agency shall act on the Request for Reimbursement within thirty (30) days after receipt of the Agency Engineer’s Report either by approving the Request for Reimbursement or by identifying with specificity any aspects of the Request for Reimbursement which require further documentation or explanation.

Section 6.4 Advances Under the Note.

Eligible Costs shall be added to the principal amount of the Note as of the date the Agency approved such costs pursuant to Section 6.3 (the “**Advance Date**”).

Section 6.5 Determination of Participant’s Share.

Each year upon finalization of the property tax roll for the upcoming fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>), based upon reports received by the Clark County Assessor’s Office, Agency shall determine, as a percentage, Participant’s percentage share of the Eastside Tax Increment pursuant to the formula below (“**Participant’s Share**”). As tax increment funds are received during the fiscal year from the Clark County Treasurer’s Office, the Agency shall make payments to Participant in accordance with Section 6.6.

Participant’s Share (%) = Total Union Village Tax Increment to be Billed/Total Eastside Tax Increment to be Billed

Total Union Village Tax Increment to be Billed = Total Tax Billings for all Union Village Parcels x Real Estate and Personal Property Tax Rate Calculated Percent (for the tax district the parcel is in).

Section 6.6 Semi-Annual Payments from Union Village Tax Increment.

Provided that Union Village Tax Increment has been allocated to and received by Agency and that there is an outstanding principal balance under the Note, on or before the first day of each June and the first day of each December during the term of this Agreement, Agency shall pay to Participant a semi-annual payment from Union Village Tax Increment pursuant to the formula below (the “**Semi-Annual Payment**”) as payment first towards interest, then towards principal. If Union Village Tax Increment has been allocated to and received by Agency and there is no outstanding principal balance under the Note, the Semi-Annual Payment shall be held by Agency in a restricted cash account for future payments of the Note, and all interest accrued on funds held in such account shall accrue for the benefit of the Agency and not for the benefit of Participant.

Semi Annual Payment = [Total Eastside Tax Increment received by the Agency for the prior 6 months, less the 18% legislative set aside if required by NRS, then less the 15% administration fee (not to exceed \$500,000 annually)] x Participants Share (%) x 90% for the first ten years after the Effective Date; x 80% beginning with the eleventh (11<sup>th</sup>) anniversary of the Effective Date and continuing until the Termination of the Reimbursement Obligation as set out in section 6.7.

Section 6.7 Termination of Reimbursement Obligations.

All financial assistance by Agency to Participant for the Reimbursable Public Improvements under this Agreement shall be made pursuant to payments under the Note and shall cease and terminate upon the earlier of (i) the full payment to Participant of all amounts owed under the Note, or (ii) the later of (a) the date of termination of the Eastside Redevelopment Plan or (b) the date on which the Agency is no longer entitled to receive Union Village Tax Increment, as either of such dates may be legislatively extended.

Section 6.8 Source of Payments.

Any Agency obligation to make any payment to Participant under this Agreement and the Note is wholly contingent and dependent upon the allocation to and receipt by Agency of Union Village Tax Increment. All amounts to be reimbursed to Participant hereunder shall be payable solely and exclusively from Union Village Tax Increment and shall not be payable from any other source. Union Village Tax Increment shall be the sole and exclusive source of payment to Participant under this Agreement and the Note, and payments hereunder may be made to Participant only if Union Village Tax Increment is allocated to and received by Agency.

Section 6.9 Agency Bond Issue.

The Agency may, in its reasonable discretion, issue tax allocation bonds secured by Participant’s Share at such times when Participant’s Share will support a bond issue (i) with gross proceeds of not less than \$25,000,000, (ii) with gross proceeds of not more than \$50,000,000, and (iii) with net proceeds in an amount equal to or less than the balance due under the Note. If the Agency determines, in its reasonable discretion, to issue such bonds, and makes payment under the Note with all net proceeds, Participant shall subordinate its interest in this

Agreement and the Note to such bonds and shall agree to any and all reasonable amendments to this Agreement necessary to effectuate such bond issue.

**Section 6.10 Disagreement About Performance Review.**

Prior to the initiation of any legal proceeding arising out of any controversy, claim or dispute between the Parties related to the conduct of the Performance Review, any analysis undertaken as part of such Performance Review, or the contents of the Agency's Engineer Report, such controversy, claim or dispute shall first be submitted to a three person panel of engineers. Each party shall select one engineer and those two engineers shall select the third engineer for the panel. The costs and expenses of the proceedings before the panel shall be split equally between the Parties, except that each party shall be responsible for its own attorneys' fees.

**ARTICLE 7  
CHANGES IN PARTICIPANT**

**Section 7.1 Identity of Participant.**

Union Village, LLC is a Nevada limited liability company.

**Section 7.2 Changes Only Pursuant To This Agreement.**

Participant has represented that it possesses the necessary expertise, skill, and ability to carry out the development of the Improvements on the Property pursuant to this Agreement. The qualifications, experience, financial capability and expertise of Participant are of particular concern to Agency. It is because of these qualifications, experience, financial capability and expertise that Agency has entered into this Agreement. No voluntary or involuntary assignee or successor in interest to Participant shall acquire any rights or powers under this Agreement, except as herein provided.

**Section 7.3 Prohibition on Transfer by Participant.**

Prior to the Completion of the Reimbursable Public Improvements and the issuance by Agency of a Certificate of Completion for the Reimbursable Public Improvements, Participant shall not, except as expressly permitted by this Agreement and the DA, voluntarily, involuntarily, directly or indirectly or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease ("**Transfer**") of the whole or any part of the Property, the Improvements, or this Agreement, without the prior written approval of Agency. Any such attempt to Transfer this Agreement, other than in accordance with the terms of this Agreement, shall be null and void and shall confer no rights or privileges upon the purported assignee.

**Section 7.4 Permitted Transfers.**

(a) Participant shall have the right to Transfer fee title to portions of the Property in accordance with the provisions of this Section and any such Transfer may include assignment

and assumption of Participant's duties and obligations arising under this Agreement with respect to the portion of the Property included in such Transfer. No transfer of Participant's rights or interest under this Agreement shall be made except in connection with a Transfer of a portion of the Property. No Transfer of any portion of the Property shall include Transfer of any right to reimbursement for the cost of Public Improvements unless and then only to the extent specifically set forth in the transfer documentation.

(b) In connection with any Transfer, Participant and the transferee shall enter into a recordable written assignment and assumption agreement, the form of which shall be subject to the reasonable approval of Agency prior to the Transfer, pursuant to which the Participant assigns to the transferee and the transferee assumes from the transferor the rights and obligations under this Agreement with respect to the Property being transferred. In no event shall any such transferee have the right to request or process any amendment of this Agreement.

(c) Notwithstanding the foregoing, Participant shall not sell or transfer the entire Property, or all or substantially all of the assets of or membership interests of Participant to other than an Affiliate of Participant without the prior written consent of Agency which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee demonstrates the financial capability and development expertise to implement the development plan for the Project in accordance with the terms of this Agreement. In the event of a proposed transaction requiring the Agency's consent, Participant shall provide Agency with written request for consent which shall include reasonable supporting documentation about the proposed transferee for consideration and Agency shall respond within thirty (30) calendar days of receipt of said request and supporting documentation. In the event Agency fails to respond within such thirty (30) day period, the proposed transfer shall be deemed approved. The restrictions set forth in this subparagraph (c) shall expire upon opening of a hospital in Union Village Project.

(d) Nothing in this Agreement shall be deemed or construed to prevent Participant from encumbering all or any portion of the Property in connection with one or more financing transactions; provided, however, that this Agreement shall be and remain superior and senior to the lien of any deed of trust or mortgage excepting there from the deed of trust in favor of the City which will be recorded concurrently with Participant's acquisition of the Property. No breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value. Any acquisition or acceptance of title or any right or interest in the Property by any such lender, whether by foreclosure, transfer, quit claim, decree, deed in lieu thereof or court order, shall be subject to all of the terms and conditions of this Agreement.

#### Section 7.5 Requirements for Proposed Transfers.

The Agency shall consent to a proposed Transfer of the Property or portion thereof and/or this Agreement if all of the following requirements are met (provided however, the requirements of this Section 7.5 shall not apply to Transfers described in clauses (i) through (vi) of Section 7.4):

(i) The proposed transferee demonstrates to the Agency's reasonable satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be

reasonably determined by the Agency to competently complete construction of the Improvements to the extent such proposed transferee is assuming the obligations to complete any Improvements and to otherwise fulfill any obligations of Participant under this Agreement which are being assumed in connection with the proposed Transfer.

(ii) The Participant and the proposed transferee shall submit for Agency review and approval all instruments and other legal documents proposed to effect any Transfer of this Agreement, the Property or interest therein together with such documentation of the proposed transferee's qualifications and development capacity as the Agency may reasonably request.

(iii) The proposed transferee shall expressly assume the rights and obligations of Participant under this Agreement which are being transferred arising after the effective date of the Transfer.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the Agency in form recordable in the Official Records at which time the assignor shall be relieved of all further obligations hereunder with respect to the portion of the Property transferred except for those obligations described in Section 11.12 which shall survive the expiration, termination or transfer of this Agreement.

Consent to any proposed Transfer may be given by the Agency's Redevelopment Manager unless the Redevelopment Manager, in his or her discretion, refers the matter of approval to the Agency's governing board. The proposed Transfer shall be approved or rejected by Agency in writing within thirty (30) days following Agency's receipt of written request by Participant.

All actual and reasonable direct third party costs incurred by Agency, including but not limited to attorneys' fees, in reviewing instruments and other legal documents proposed to effect a Transfer and assumption of the terms, provisions, covenants and obligations of Participant under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee or transferee shall be reimbursed by Participant within ten days of Agency providing Participant with a detailed invoice of such Agency costs.

#### Section 7.6 Effect of Transfer Without Agency Consent

Section 7.6.1 In the absence of specific written agreement by the Agency, no Transfer by Participant (except as provided in Section 7.4) shall be deemed to relieve Participant or any other party from any obligation under this Agreement.

Section 7.6.2 Without limiting any other remedy Agency may have under this Agreement, or under law or equity, this Agreement may be terminated by Agency if without the prior written approval of the Agency, when such consent is required by this Agreement, Participant assigns or Transfers (except as provided in Section 7.4) this Agreement, the Property, or the Improvements prior to the Agency's issuance of a Certificate of Completion for the Reimbursable Public Improvements.

**ARTICLE 8**  
**SECURED FINANCING AND RIGHTS OF HOLDERS**

Section 8.1    No Encumbrances Except for Acquisition and Development Purposes.

Notwithstanding any other provision of this Agreement, mortgages and deeds of trust, or any other reasonable method of security are permitted to be placed upon the Property and pledges of the payments due or to become due under the Note are permitted for any purposes deemed necessary and appropriate by Participant acting in its sole and absolute discretion to develop and operate the Property and the Public Improvements and/or Private Improvements in accordance with this Agreement. Any such mortgages, deeds of trust or any other method of security placed upon the Property or the Public Improvements and/or Private Improvements shall be at all times subordinate and junior to any easements or rights-of-way granted pursuant to this Agreement. After Completion of the Public Improvements, no mortgages, deeds of trust or other methods of security may be placed upon the Public Improvements or the portions of the Property upon which the Public Improvements are located. Participant shall promptly notify Agency in writing of any mortgage, deed of trust or other method of security that has been or will be created or attached to the Property or any pledge of the payments due or to become due under the Note and the identity and mailing address of the Holder of any such security that has been or will be created and shall notify Agency of any changes thereof. The words “mortgage” and “deed of trust” in this Section includes all customary modes of financing real estate acquisition, construction and development.

Section 8.2    Holder Not Obligated to Construct.

Except as otherwise provided in Article 7 and Section 8.3 of this Agreement, a Holder is not obligated to construct or complete any of the Improvements, to guarantee such construction or completion or to perform any of the other obligations of Participant under this Agreement or the DA. Nothing in this Agreement shall be deemed to permit or authorize any such Holder to devote the Property or the Improvements to any uses, or to construct any improvements thereon, other than those uses or the Improvements provided for or authorized by this Agreement or the DA.

Section 8.3    Notice of Default and Right to Cure.

Whenever Agency, pursuant to its rights as set forth in this Agreement, delivers any notice of default under this Agreement to Participant with respect to the construction or completion of the Improvements, Agency shall at the same time deliver to each Holder (of which Agency has been notified in accordance with Section 8.1 of this Agreement) a copy of such notice. Each such Holder shall (insofar as the rights of Agency are concerned) have the right, but not the obligation, at its option, within ninety 90 days after service of the notice, to elect to cure any default by Participant in connection with the construction or completion of the Improvements under this Agreement and to add the cost thereof to the secured debt and lien evidenced by its mortgage, deed of trust or other security instrument. A Holder who chooses to exercise its right to cure a default shall first notify Agency in writing of its intent to exercise such right prior to commencing to cure such default and thereafter shall complete such cure within a

reasonable period of time. If such cure is thereafter commenced and diligently prosecuted to completion, Agency shall not have the right to terminate this Agreement on account of such default by Participant, notwithstanding Section 9.3 of this Agreement.

Nothing contained in this Agreement shall be deemed to permit or authorize such Holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect such Improvements already constructed) without first having expressly assumed in writing all of Participant's obligations under this Agreement relating to such Improvements and the Property or portion thereof upon which such Improvements are to be constructed under this Agreement. In connection with such assumption, the Holder must agree to complete, in the manner provided in this Agreement, the Improvements on the portion of Property covered by the Holder's lien (including any portion of the Property acquired by such Holder pursuant to foreclosure of such lien, deed in lieu of foreclosure or other means) and submit evidence reasonably satisfactory to Agency that it has the developmental capability on staff or retainer and the financial responsibility necessary to perform such obligations. Any such Holder which properly completes the Improvements pursuant to this paragraph and has assumed all obligations of Participant under this Agreement with respect to the Improvements and the portion of the Property covered by the Holder's lien (including any portion of the Property acquired by such Holder pursuant to foreclosure of such lien, deed in lieu of foreclosure or other means) shall be entitled, upon written request made to Agency, to the issuance by Agency of the Certificate of Completion for the Reimbursable Public Improvements as may otherwise be applicable under Section 4.6 of this Agreement.

In the event that a Holder has assumed Participant's obligations hereunder, such Holder shall be liable for the fulfillment of such obligations until such time as such Holder transfers the portion of the Property or Improvements to another person or entity, but only if such transferee, assignee or successor assumes all of the obligations under this Agreement with respect to that portion of the Property or Improvements proposed to be transferred. After a Holder has acquired the fee interest in the portion of the Property or Improvements, any transfer by a Holder of the portion of the Property or Improvements or portions thereof shall require Agency approval, which approval shall not be unreasonably withheld if the proposed transferee, assignee or successor has the qualifications and financial resources necessary and adequate as may be reasonably determined by Agency to fulfill the obligations undertaken in this Agreement by Participant with respect to the Property or Improvements or portions thereof proposed to be transferred.

#### Section 8.4 Failure of Holder to Complete Improvements.

In any case where six months after default by Participant in connection with the completion of the Improvements under this Agreement (or such longer period of time as shall be reasonably necessary for such Holder to obtain possession of that Property or Improvements or portions thereof subject to its lien, not to exceed one year), a Holder, having first exercised its option to construct, has not proceeded diligently with such construction, Agency shall be afforded those rights against such Holder which it would otherwise have against Participant under this Agreement with respect to such Property and Improvements or portions thereof.

Section 8.5 Holder to be Notified.

Participant hereby warrants and agrees that each term contained herein dealing with secured financing and rights of Holders shall be either inserted into or incorporated by reference into the relevant deed of trust, mortgage or other security instrument or be acknowledged by the Holder prior to or at the same time of its coming into any security right or interest in the Property or the Improvements.

Section 8.6 Modifications to Agreement.

Agency shall not unreasonably withhold its consent to modifications of this Agreement requested by lenders of Participant, provided such modifications do not materially alter Agency's substantive rights and obligations under this Agreement.

**ARTICLE 9  
DEFAULTS, REMEDIES AND TERMINATION**

Section 9.1 Event of Participant Default.

Section 9.1.1 Event of Participant Default. Subject to Force Majeure as defined in Section 9.6 below, the following events shall constitute an event of default on the part of Participant ("**Event of Participant Default**"):

(a) Participant fails to commence construction of the Improvements within the time set forth in Section 3.3, or abandons or suspends construction of the Improvements prior to completion for a period of ninety (90) days or more after notice pursuant to Section 9.1.2.

(b) Participant fails to maintain liability insurance as required pursuant to Section 11.9, and Participant fails to cure such default within thirty (30) days.

(c) Any submittal to the Agency in connection with the Reimbursable Public Improvements proves to have been incorrect in any material and adverse respect when made and continues to be incorrect and materially adverse to the Agency or the City and Participant fails to cure such default within 90 days after notice pursuant to Section 9.1.2; provided, however, that if Participant fails to cure such default within 90 days, the Agency will not seek to terminate this Agreement for an additional 60 days, during which time Agency and Participant shall meet and confer to resolve the default.

(d) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Participant (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Participant or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Participant; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(e) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Participant to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Participant or seeking any arrangement for Participant under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Participant in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Participant.

(f) Participant shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution.

(g) The Participant shall have voluntarily suspended its business or Participant shall have been dissolved or terminated.

(h) Participant defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 9.1 and fails to cure such default within the time set forth in Section 9.1.2 below.

Notwithstanding an Event of Default, Agency shall continue to be obligated to Participant under this Agreement and the Note for reimbursement of all Reimbursable Public Improvement Costs previously incurred except for an Event of Default under paragraph (c) of this Section where Participant has made a misrepresentation to the Agency or the City in connection with Participant's request for Agency financial assistance.

**Section 9.1.2 Notice and Cure.** If Participant defaults in the performance of any term, provision, covenant or agreement contained in this Agreement, the Agency shall provide written notice of such default to Participant. Unless a different cure period is specified for such default, Participant shall have ten (10) days in the event of a monetary default, or thirty (30) days in the event of a nonmonetary default, from Participant's receipt of such notice to cure such default; provided however, if the default is of a nature that it cannot be cured within 30 days, Participant shall have thirty (30) days (or such other period as specified) to commence to cure the default and shall thereafter prosecute the curing of such default with due diligence and in good faith to completion no later than sixty (60) days (or such other period as specified) after receipt of notice of the default.

#### **Section 9.2 Agency Default.**

An event of default on the part of Agency ("**Event of Agency Default**") shall arise hereunder if Agency fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of thirty (30) days after written notice thereof from Participant to Agency, except for a monetary default which shall be cured

within ten (10) days after notice, or in the case of a default which cannot with due diligence be cured within thirty (30) days, Agency fails to commence to cure the default within thirty (30) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

Section 9.3 Remedies.

Upon the occurrence of an Event of Agency Default or a Participant Event of Default, in addition to pursuing any other remedy allowed at law or in equity or otherwise provided in this Agreement, the non-defaulting party may terminate this Agreement with respect to future obligations arising after such default and/or bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement.

Section 9.4 Rights and Remedies are Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 9.5 Inaction Not a Waiver of Default.

Except as expressly provided in this Agreement to the contrary, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default of any such rights or remedies, or deprive such party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Any failure by Agency to enforce any of its remedies hereunder in any particular instance shall not constitute a waiver by Agency of its right to subsequently enforce its rights in the event of a subsequent default.

Section 9.6 Excuse for Nonperformance- Force Majeure.

Participant and Agency shall be excused from performing any of their obligations and undertakings provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by an act of God, fire, earthquake, floods, explosion, unusual weather, actions of the elements, war, invasion, insurrection, riot, mob violence, terrorism, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental or civil or military or naval authorities, acts or failure to act of governmental entities (except an act or failure to act by the Agency and/or City shall not excuse performance by the Agency) or any

other cause, whether similar or dissimilar to the foregoing, not within the control of the party claiming the extension of time to perform. The party claiming such extension shall send written notice of the claimed extension to the other party within thirty (30) days from the commencement of the cause entitling the party to the extension.

Section 9.7 Effect of Termination.

In the event that this Agreement is terminated in accordance with the provisions of this Agreement, Agency shall not be prevented or precluded from carrying out the Redevelopment Plans, including the exercise by Agency of the power of eminent domain; however Agency shall not have the right to exercise the power of eminent domain over any portion of the Property upon which the Improvements have been completed or upon which construction of the Improvements has commenced in accordance with this Agreement and is thereafter diligently prosecuted to completion.

**ARTICLE 10  
INDEMNITY**

Section 10.1 Indemnity for Performance of Rights and Obligations and Financial Assistance.

Participant shall, and hereby agrees to, unconditionally indemnify, reimburse, defend (with counsel reasonably acceptable to Agency, but no right to select separate counsel unless joint representation would result in a conflict of interest), protect and hold harmless Indemnitees from and against any and all Claims whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from or relate to, or are alleged to be caused by, arise from or relate to, this Agreement, including but not limited, to Agency's or City's rights and obligations under this Agreement or the performance of same, Participant's rights and obligations under this Agreement or the performance of same, any approval by the City or the Agency or any of its agencies, departments, commissions, agents, officers, employees or legislative body concerning the Improvements or this Agreement, the validity of the Redevelopment Plans (if and to the extent that the validity of the Redevelopment Plans affect the validity of this Agreement or the Note), Agency's provision of redevelopment financial assistance for the Reimbursable Public Improvements from tax revenues pursuant to this Agreement or any promissory note given by Agency as referenced herein, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that Agency and City do not, and shall not, waive any rights against Participant which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency, or the deposit with Agency by Participant, of any of the insurance policies described in this Agreement. The provisions of this Section 10.1 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Reimbursable Public Improvements. Participant's indemnification obligations set forth in this Section shall not apply to Claims (i) arising from the gross negligence or willful misconduct of the Indemnitees and/or (ii) arising from or relating to a breach of this Agreement by the Indemnitees or any one of them.

**ARTICLE 11  
GENERAL PROVISIONS**

Section 11.1 Notices, Demands and Communications Between the Parties.

Any written notice, demand, communication or payment of one party to the other shall be served by personal delivery, nationally recognized overnight courier or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties as follows:

Agency: City of Henderson Redevelopment Agency  
240 Water Street  
Henderson, Nevada 89015  
Attn: Redevelopment Manager

With Required Copies to:  
City Attorney  
240 Water Street  
P.O. Box 95050  
Henderson, NV 89009-5050

Participant: Union Village  
c/o invXtus Properties  
633 Rockford Road  
Newport Beach, CA 92625  
Attn: David Micheal

With a copy to: Union Village  
c/o invXtus Properties  
468 N. Equestrian Drive  
Orange, CA 92869  
Attn: David Baker

And to: Law Office of C.J. Farley, Inc.  
140 Newport Center Drive  
Suite 250  
Newport Beach, CA 92660  
Attn: CJ Farley

All notices, demands, communication or payments shall be deemed received on the date which is three (3) business days after the date of deposit into the U.S. mail if sent by registered or certified mail, when delivered if delivered personally, or one (1) business day after the date of delivery to a nationally recognized overnight courier for overnight delivery if sent by overnight courier. All notices, demands, communications or payments shall be sent to the addresses above or to such other addresses as the affected party may from time to time designate.

Section 11.2 Conflicts of Interest.

No member, official or employee of Agency shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

Section 11.3 Warranty Against Payment of Consideration for Agreement.

Participant warrants that it has not paid or given, and will not pay or give, to any third person, any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

Section 11.4 Nonliability of Agency and City Officials.

No member, official or employee of Agency or the City shall personally be liable to Participant, or any assignee or successor of Participant, in the event of any default or breach by Agency or for any amount which may become due to Participant on any obligation under the terms of this Agreement.

Section 11.5 Litigation.

In the event of any legal proceeding arising out of any controversy, claim or dispute between the parties related to this Agreement or the improvement and development of the Property, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable costs and expenses incurred in the legal proceedings, including but not limited to attorneys' fees and court costs.

Section 11.6 Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 11.7 Counterparts; Entire Agreement; Waivers and Amendments.

This Agreement may be executed in duplicate originals, each of which is deemed to be an original. This Agreement, together with all Exhibits which are incorporated herein by reference, constitutes the entire understanding and agreement of the parties respecting the subject matter hereof. 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.

Section 11.8 Applicable Law.

The laws of the State of Nevada shall govern the interpretation and enforcement of this Agreement. Any action to enforce or interpret this Agreement must be filed in Clark County, State of Nevada.

Section 11.9 Liability Insurance.

a. Participant shall maintain in force during the construction of the Public Improvements and through the Completion of the Reimbursable Public Improvements and the issuance of the Certificate of Completion for the Reimbursable Public Improvements as described in Section 4.6 of this Agreement, public liability and property damage insurance from carrier(s) and in a form acceptable to the Agency, including personal injury and pollution legal liability, contractual and owned and non-owned automobiles, with such coverage and limits as may be reasonably requested by Agency and City from time to time, but in no event for less than the sum of \$15,000,000.00 combined single limit.

b. Public liability insurance policies shall name Agency and City as additional insureds, and any policy or policies shall contain cross-liability endorsements. An endorsement shall be provided which states the coverage is primary insurance and that no other insurance held by Agency or City will be called upon to contribute to a loss under the coverage.

c. A certificate evidencing such insurance coverage or coverages shall be filed with Agency and City prior to commencement of construction (or any work related thereto) on the Property, and said certificate shall provide that such insurance coverage will not be reduced without the insurer endeavoring to give at least 30 days' prior written notice to Agency and City and will not be cancelled without the insurer endeavoring to give at least ten days' prior written notice to Agency and City. In the event of a reduction or cancellation in coverage, Participant shall, prior to such reduction or cancellation, provide at least 30 days' prior written notice to Agency and City, regardless of any notification by an insurer. "Commencement of construction" for purposes of this paragraph means any grading, trenching, or preparation of ground for the installation of infrastructure.

d. If such coverage is cancelled or reduced, Participant shall, within 15 days after receipt of written notice from Agency or City regarding such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Agency and City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, Agency or City may, without further notice and at its option, procure such insurance coverage at Participant's expense, and Participant shall promptly reimburse Agency or City, as the case may be, for such expense upon receipt of billing from Agency or City.

Section 11.10 Recordation.

Agency is authorized to record a Memorandum of this Agreement and any amendments hereto in the official records of Clark County, Nevada.

Section 11.11 Other Agreements.

This Agreement, including all agreements attached hereto and incorporated herein, has been entered into by the parties respectively thereto based upon the unique facts and circumstances pertaining to the Improvements and the Property. It shall be entirely within the respective sole discretion of the Agency and the City to rely, or not to rely, on any provision of such Agreement or agreements in the development of any subsequent owner participation or other agreement(s) which the Agency or the City hereafter may elect to develop and/or execute.

Section 11.12 Survival.

All representations made by Developer hereunder and Developer's obligations pursuant to Sections 3.8, 4.4, 4.7, 4.11, and 10.1 shall survive the expiration or termination of this Agreement and the issuance and recordation of a Certificate of Completion for the Reimbursable Public Improvements and shall expire upon the expiration of the statute of limitations with respect to the causes of action described in each subsection.

---

***SIGNATURES ON FOLLOWING PAGE.***

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

Agency:

**CITY OF HENDERSON  
REDEVELOPMENT AGENCY,**  
a public body, corporate and politic

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jacob L. Snow  
Executive Director

By: \_\_\_\_\_  
Josh M. Reid  
Agency Counsel

ATTEST:

By: \_\_\_\_\_  
Sabrina Mercadante, MMC  
Agency Secretary

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on this \_\_\_\_ day of December, 2012 by **Jacob L. Snow** as Executive Director of the CITY OF HENDERSON REDEVELOPMENT AGENCY.

\_\_\_\_\_  
Notary Public in and for said County and State.  
My commission expires: \_\_\_\_\_

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on this \_\_\_\_ day of December, 2012 by **Sabrina Mercadante** as Agency Secretary of the CITY OF HENDERSON REDEVELOPMENT AGENCY.

\_\_\_\_\_  
Notary Public in and for said County and State.  
My commission expires: \_\_\_\_\_

Participant:

**UNION VILLAGE, LLC**

A Nevada limited Liability Company

By: Invxtus Properties, LLC,  
A California limited Liability Company,  
Manager

By: \_\_\_\_\_  
David Baker, Manager

STATE OF NEVADA        )  
COUNTY OF CLARK     )

This instrument was acknowledged before me on this \_\_\_\_ day of December, 2012 by **David Baker** as Manager of Invxtus Properties, LLC.

\_\_\_\_\_  
Notary Public in and for said County and State.  
My commission expires:

Order No.: 11-05-1149-DTL

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTH HALF (S ½) OF SECTION 34 AND THE  
SOUTHWEST QUARTER (SW ¼) OF SECTION 35 OF TOWNSHIP 21 SOUTH,  
RANGE 62 EAST, M.D.M., DESCRIBED AS FOLLOWS:

LOT 1 OF THE FINAL MAP OF US 95 AND GALLERIA, A COMMERCIAL  
SUBDIVISION, AS SHOWN ON MAP THEREOF FILED IN BOOK 144 OF PLATS,  
PAGE 66, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

APN: 161-34-801-005;161-34-701-001;161-35-401-001

**EXHIBIT B**

**PROMISSORY NOTE  
(Reimbursable Public Improvements)**

\$ \_\_\_\_\_,000

Henderson, Nevada  
\_\_\_\_\_, 20\_\_

FOR VALUE RECEIVED, THE CITY OF HENDERSON REDEVELOPMENT AGENCY, a Nevada public body, corporate and politic (“**Agency**”), promises to pay to the order of UNION VILLAGE, LLC, a Nevada limited liability company or its assignee as permitted under the terms hereof (“**Participant**”) in lawful money of the United States of America the principal sum of One Hundred Fifty Million Dollars (\$150,000,000.00) or so much thereof as may be outstanding from time to time pursuant to the Owner Participation Agreement referred to below, together with interest on the outstanding principal balance in accordance with the terms and conditions described herein.

This Promissory Note (this “**Note**”) has been executed and delivered pursuant to and in accordance with that certain Owner Participation Agreement executed by and between Agency and Participant dated as of the date hereof (the “**OPA**”) and is subject to the terms and conditions of the OPA, which by this reference is incorporated herein and made a part hereof. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the OPA.

1. Payment Terms

1.1 Maturity Date. The maturity date of this Note (“**Maturity Date**”) shall be the date of termination of the Eastside Redevelopment Plan (as defined in the OPA), as such date may be legislatively extended. On the Maturity Date, provided that Agency is not in default hereunder, Participant shall forgive any and all amounts due and owing under this Note, including but not limited to the principal balance and accrued interest outstanding hereunder on the Maturity Date. Upon any forgiveness, this Note shall be deemed paid in full and Agency shall have no further obligations hereunder.

1.2 Interest Rate. Interest shall accrue on the outstanding principal balance at a rate equal to six percent (6%) simple interest annually commencing upon the Advance Date (as defined in the OPA); provided, however, that the total amount paid to Participant by Agency under this Note, including principal and interest, shall not exceed One Hundred Eighty Five Million Dollars (\$185,000,000.00). If at any time during the term of this Note, the total amount of the Note, including principal and interest, totals One Hundred Eighty Five Million Dollars (\$185,000,000.00), interest accrual shall toll for the remainder of the term of this Note (the “**Tolling Period**”) and Agency shall not be liable for interest which would have otherwise accrued during the Tolling Period.

1.3 Advances. Each payment of Reimbursable Public Improvements Costs by Participant, as described in the OPA, shall be deemed an advance hereunder as of the Advance Date provided that such costs qualify as Eligible Costs as described in Section 6.3 of the OPA.

Other than for Eligible Costs, no advances shall be made hereunder. Promptly following Agency's receipt of Participant's Request for Reimbursement described in Section 6.2 of the OPA, Agency shall cause a review of the Reimbursable Public Improvements Costs to be conducted by the Agency Engineer or a Performance Review by the third party Construction Control Service (as defined in the OPA) at Participant's sole cost and expense as described in Section 6.3 of the OPA. Agency shall approve only those Reimbursable Public Improvement Costs which the Agency Engineer has verified and has determined, in his or her reasonable discretion, qualify as Eligible Costs as set forth in the Agency Engineer's Report as described in Section 6.3 of the OPA or upon completion of the Performance Review, the independent third parties shall submit a report to Agency and Participant detailing his or her analysis of the Reimbursable Public Improvements Costs that qualify as Eligible Costs to be added to the Note provided no further information is necessary as set out in Section 6.3 of the OPA. The total advances shall not exceed the Maximum Principal Amount as defined below.

1.4. Maximum Principal Amount. The maximum principal amount of this Note ("**Maximum Principal Amount**") shall be the lesser of (i) the total amount of Eligible Costs; or (ii) the sum of One Hundred Fifty Million Dollars (\$150,000,000.00). The principal amount of this Note shall in no event exceed the Maximum Principal Amount. Agency shall not be liable for the payment of any sums hereunder which would have otherwise been due and owing but for the provisions of this paragraph.

1.5 Semi-Annual Payments from Tax Increment. Provided that Union Village Tax Increment has been allocated to and received by Agency and that there is an outstanding principal balance hereunder, on the first day of each June and each December during the term of this Note Agency shall pay to Participant from Union Village Tax Increment an amount calculated pursuant to the formulas below (the "**Semi-Annual Payment**") as payment first towards interest and then towards principal.

**Semi Annual Payment** = [Total Eastside Tax Increment received by the Agency for the prior 6 months, less the 18% legislative set aside if required by NRS, then less the 15% administration fee (not to exceed \$500,000 annually)] x Participants Share (%) x 90% for the first ten years after the Effective Date; x 80% beginning with the eleventh (11<sup>th</sup>) anniversary of the Effective Date and continuing until the Maturity Date.

**Participant's Share (%)** = Total Union Village Tax Increment to be Billed/Total Eastside Tax Increment to be Billed

**Total Union Village Tax Increment to be Billed** = Total Tax Billings for all Union Village Parcels x Real Estate and Personal Property Tax Rate Calculated Percent (for the tax district the parcel is in).

Agency shall have no obligation, under any circumstance, to make any payments over the term of this Note in an amount in excess of the Semi-Annual Payment toward the satisfaction of any obligation hereunder, irrespective of the principal balance outstanding hereunder, and Agency's obligation to make any payment hereunder is wholly contingent and dependent upon the allocation to and receipt by Agency of Union Village Tax Increment. Each Semi-Annual

Payment shall be applied as of the date it is received by Participant first toward interest and then toward reduction of the outstanding principal balance hereunder. All amounts owed under this Note shall be due and payable in lawful money of the United States of America without setoff, deduction or counterclaim.

1.6 Source of Payment. Union Village Tax Increment shall be the sole and exclusive source of repayment under this Note, and payments under this Note shall be made only if Union Village Tax Increment is allocated to and received by Agency, as herein provided. Until the outstanding principal balance under this Note is paid in full, Agency shall diligently pursue collection of all Union Village Tax Increment to which it is entitled under the Nevada Community Redevelopment Law, NRS chapter 279, and, except as otherwise permitted hereunder, Agency shall not agree to waive or defer allocation and receipt of any Union Village Tax Increment to which it is entitled under the Nevada Community Redevelopment Law, NRS chapter 279.

In the event that the total amount of tax revenues to be allocated and paid to Agency must be limited pursuant to the Nevada Community Redevelopment Law, NRS chapter 279, Agency shall be permitted to determine the allocation of tax revenues to each redevelopment area, which allocation shall be done in an equitable manner; provided, however, to the extent not prohibited by law, Agency agrees that if such allocation of tax revenues becomes necessary, in allocating such tax revenues it will give priority to the repayment of the debt evidenced by this Note over debts incurred later in time.

1.7 Prepayment. Agency may, without penalty or premium, at any time and from time to time, pay all or any part of the amounts owed hereunder. Any such prepayment shall be applied first toward interest and then toward reduction of the outstanding principal balance hereunder.

1.8 Manner of Payment. All payments of principal on this Note shall be made to Participant at Union Village, LLC c/o invXtus Properties, 633 Rockford Road, Corona Del Mar, CA 92625 Attn: David Micheal, or such other place as Participant shall designate to Agency in writing.

1.9 Termination of Payment Obligations. Agency's obligation to pay Semi-Annual Payments to Participant shall cease and terminate upon the earlier of: (i) the full payment to Participant of all amounts owed under this Note, or (ii) the Maturity Date.

2. Default. An event of default hereunder shall occur only if Agency fails to make a Semi-Annual Payment.

3. Assignment. This Note may not be assigned by Participant without the prior written approval of Agency. Any assignment without prior Agency written approval shall be void and invalid. If Participant proposes to assign this Note, it shall make a written request to Agency for approval of the assignment and shall submit to Agency for review and approval all instruments and other legal documents proposed to effect any such assignment. If a proposed assignment is approved by Agency, its approval shall be indicated to Participant in writing.

Unless a proposed assignment is approved by Agency in writing within 30 days of receipt of written request by Participant, it shall be deemed rejected. Agency retains final discretionary approval of each proposed assignment. Participant shall promptly notify Agency in writing of any assignment of this Note.

4. Return of Note. Upon the full payment of all amounts owed under this Note, Participant shall return this Note to Agency.

5. Waiver; Remedies. The failure of Participant to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance. Either party shall be entitled to specific performance of the terms hereof, in addition to any other legal or equitable remedies.

6. Governing Law; Venue. This Note shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. Any legal action filed in connection with this Note shall be filed in Clark County, Nevada.

7. Agency Waivers. Agency waives presentment, demand of payment, notice of nonpayment, protest, notice of protest, and all exemptions.

8. Severability. If any provision hereof is found to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect the validity and enforceability of the remaining provisions of this Note.

9. Section Headings; Construction. The headings of Sections in this Note are provided for convenience only and shall not affect the construction or interpretation of this Note.

Agency:

**CITY OF HENDERSON  
REDEVELOPMENT AGENCY,**  
a public body, corporate and politic

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jacob L. Snow  
Executive Director

By: \_\_\_\_\_  
Josh M. Reid  
Agency Counsel

ATTEST:

By: \_\_\_\_\_  
Sabrina Mercadante, MMC  
Agency Secretary

**EXHIBIT C**  
**Master List**

# Union Village

City of Henderson OPA

## List of Improvements

Last Updated: 12/17/12

#	Description	Category	Budget	Totals
1	Sewer Main To Site	Utilities	\$700,000	
2	Sewer Dist for Union Centre	Utilities	\$200,000	
3	Sewer Dist for Union Plaza	Utilities	\$50,000	
4	Sewer Dist for Union Square	Utilities	\$200,000	
5	Sewer Dist for Union Place	Utilities	\$200,000	
6	Sewer Dist for Union Park	Utilities	\$50,000	
7	Water Main To Site	Utilities	\$1,400,000	
8	Water Dist for Union Centre	Utilities	\$400,000	
9	Water Dist for Union Plaza	Utilities	\$400,000	
10	Water Dist for Union Square	Utilities	\$100,000	
11	Water Dist for Union Place	Utilities	\$400,000	
12	Water Dist for Union Park	Utilities	\$50,000	
13	Storm Drain - south	Utilities	\$2,000,000	
14	Storm Drain - north	Utilities	\$2,600,000	
15	Storm Dist for Union Centre	Utilities	\$1,200,000	
16	Storm Dist for Union Plaza	Utilities	\$1,600,000	
17	Storm Dist for Union Square	Utilities	\$300,000	
18	Storm Dist for Union Place	Utilities	\$1,400,000	
19	Storm Dist for Union Park	Utilities	\$50,000	
20	New Power Dist. - phase 1	Utilities	\$4,500,000	
21	New Power Dist. - phase 2	Utilities	\$1,500,000	
22	New Power Dist. - phase 3	Utilities	\$1,000,000	
23	Power Dist for Union Centre	Utilities	\$1,800,000	
24	Power Dist for Union Plaza	Utilities	\$1,400,000	
25	Power Dist for Union Square	Utilities	\$600,000	
26	Power Dist for Union Place	Utilities	\$1,400,000	
27	Power Dist for Union Park	Utilities	\$50,000	
28	New Gas Lines	Utilities	\$600,000	
				<b>\$26,150,000</b>
29	Road A - Part 1 (LVAC)	Transportation	\$750,000	
30	Galeria Street Improvements	Transportation	\$1,000,000	
31	Gibson Street Improvements	Transportation	\$1,300,000	
32	Road A - Part 2 (Dignity)	Transportation	\$1,000,000	
33	Road B	Transportation	\$500,000	
34	Transportation Impact Fees - phase	Transportation	\$1,500,000	
35	Road A - Part 3 (Remainder)	Transportation	\$1,000,000	
36	Road C	Transportation	\$500,000	
37	Stufflebeam Street Improvements	Transportation	\$1,400,000	
38	New Road Stufflebeam to Stephanie	Transportation	\$8,000,000	
39	Transportation Impact Fees - phase	Transportation	\$1,500,000	
				<b>\$18,450,000</b>
40	Site Prep Union Center - phas	Site	\$2,352,240	
41	Site Prep Union Plaza	Site	\$1,742,400	
42	Site Prep Union Square	Site	\$217,800	
43	Site Prep Union Place	Site	\$1,141,272	
44	Site Prep Union Park	Site	\$958,320	
				<b>\$6,412,032</b>
45	Park	Parks	\$900,000	
46	Trails - phase 1	Parks	\$400,000	
47	Trails - phase 2	Parks	\$400,000	
48	Promenade - Phase 1	Parks	\$600,000	
49	Promenade - Phase 2	Parks	\$600,000	
50	Other Parks and Open Space, land	Parks	\$2,300,000	
51	Other Parks and Open Space, land	-Parks	\$2,300,000	
52	Other Parks and Open Space, land	-Parks	\$2,300,000	
				<b>\$9,800,000</b>

# Union Village

City of Henderson OPA

## List of Improvements

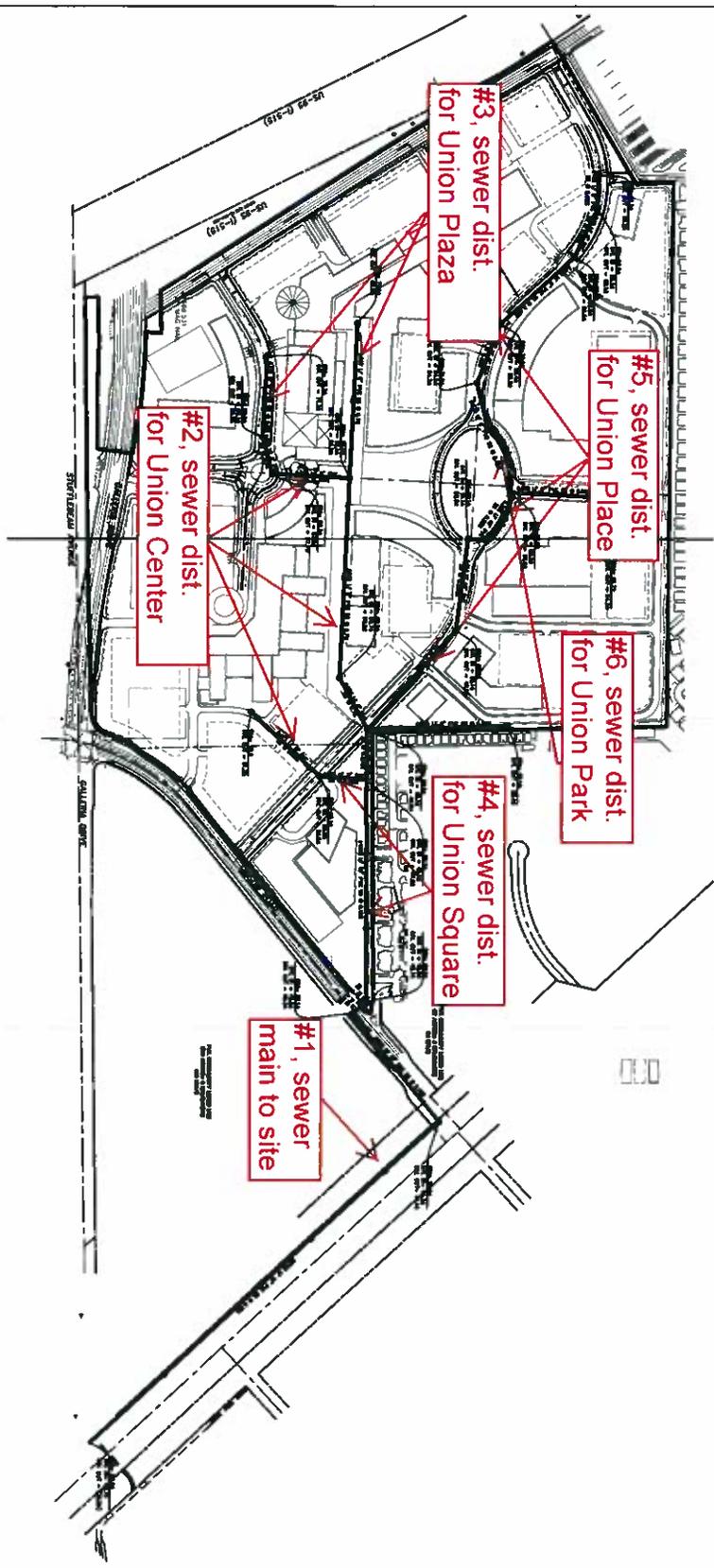
Last Updated: 12/17/12

#	Description	Category	Budget	Totals
53	Parking Str.	1	\$14,080,000	
54	Parking Str.	2	\$7,920,000	
55	Parking Str.	3	\$15,840,000	
56	Parking Str.	4	\$15,840,000	
57	Parking Str.	5	\$6,600,000	
58	Parking Str.	6	\$4,400,000	
59	Parking Str.	7	\$23,760,000	
60	Parking Str.	8	\$5,940,000	
61	Parking Str.	9	\$7,634,000	
62	Parking Str.	10	\$5,368,000	
63	Parking Lot	1 and 2	\$1,104,000	
64	Parking Lot	3	\$996,000	
65	Parking Lot	4	\$537,000	
66	Parking Lot	5	\$372,000	
67	Parking Lot	6	\$1,839,000	
68	Parking Lot	7 and 11 to 13	\$1,041,000	
69	Parking Lot	8	\$438,000	
70	Parking Lot	14	\$729,000	
71	Parking Lot	9	\$552,000	
72	Parking Lot	10	\$600,000	
73	Parking Lot	15	\$963,000	
74	Parking Lot	16A	\$252,000	
75	Parking Lot	16B	\$555,000	
76	Parking Lot	16C	\$414,000	
77	Parking Lot	16D	\$585,000	
78	Parking Lot	16E	\$96,000	
79	Parking Lot	16F	\$435,000	
				<b>\$118,890,000</b>
<b>Totals</b>				<b>\$179,702,032</b>

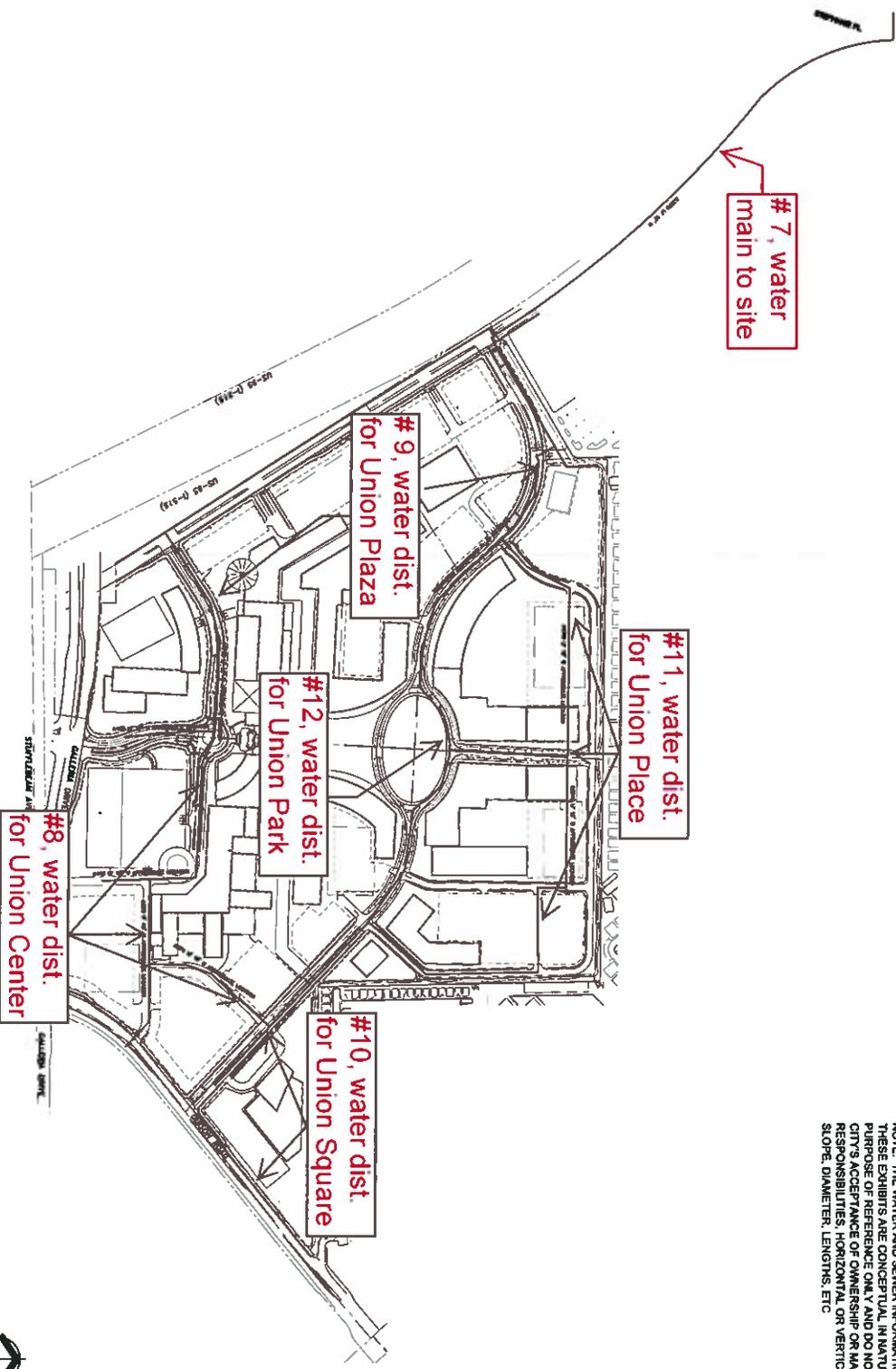
**Exhibit for  
Union Village  
OPA Items 1-6**

**LEGEND**  
 — PROPOSED SANITARY SEWER

**NOTE:** THE WATER AND SEWER INFORMATION SHOWN ON THESE EXHIBITS ARE CONCEPTUAL IN NATURE FOR THE PURPOSE OF REFERENCE ONLY AND DO NOT REFLECT THE CITY'S ACCEPTANCE OF OWNERSHIP OR MAINTENANCE RESPONSIBILITIES, HORIZONTAL OR VERTICAL ALIGNMENT, SLOPE, DIAMETER, LENGTHS, ETC.



**Exhibit for  
Union Village  
OPA Items 7-12**



**LEGEND**  
 — PROPOSED WATER LINE

**NOTE:** THE WATER AND SEWER INFORMATION SHOWN ON THESE DRAWINGS IS PRELIMINARY IN NATURE FOR THE CITY'S ACCEPTANCE OF OWNERSHIP OR MAINTENANCE RESPONSIBILITIES, HORIZONTAL OR VERTICAL ALIGNMENT, SLOPE, DIAMETER, LENGTHS, ETC.



FOR  
INFORMATION  
ONLY

NO.	DATE	DESCRIPTION

**EXHIBIT A1 - PRELIMINARY WATER MASTER PLAN**  
**UNION VILLAGE**  
 UNION VILLAGE, LLC  
 CITY OF HENDERSON, NV

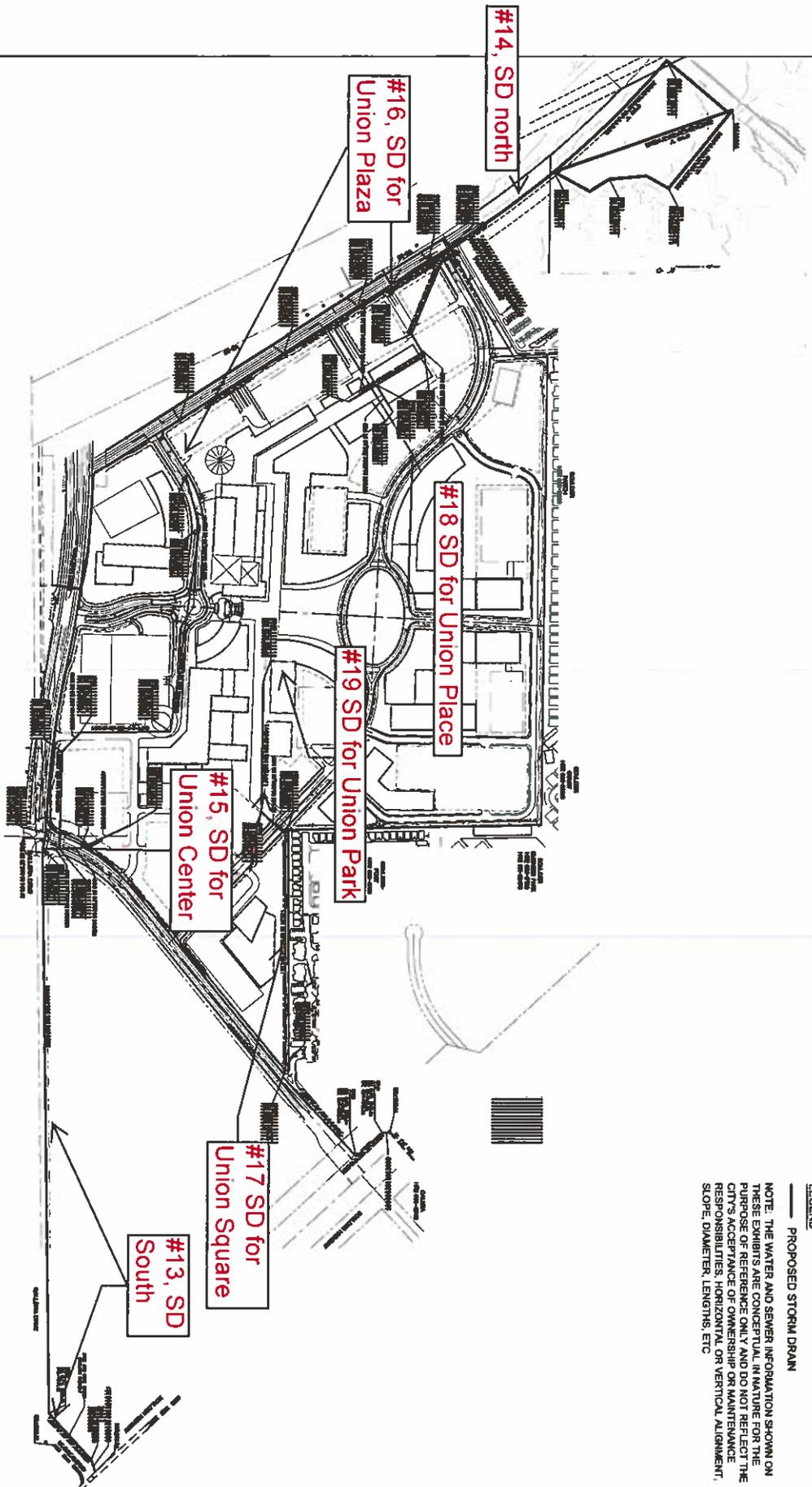
**EX A1**



Exhibit for  
 Union Village  
 OPA Items 13-19

**LEGEND**  
 — PROPOSED STORM DRAIN

NOTE: THE WATER AND SEWER INFORMATION SHOWN ON THESE EXHIBITS ARE CONCEPTUAL IN NATURE FOR THE PURPOSE OF REFERENCE ONLY AND DO NOT REFLECT THE CITY'S ACCEPTANCE OF OWNERSHIP OR MAINTENANCE RESPONSIBILITIES, HORIZONTAL OR VERTICAL ALIGNMENT, SLOPE, DIAMETER, LENGTHS, ETC.



**Cardno WRG**  
 LAS VEGAS  
 1800 JEFFERSON BLVD., HENDERSON, NV 89002  
 TEL: (702) 890-8800 FAX: (702) 890-8800  
 WWW.CARDNOWRG.COM  
 PLANNING ENGINEER ARCHITECT/ENGINEER LANDSCAPE

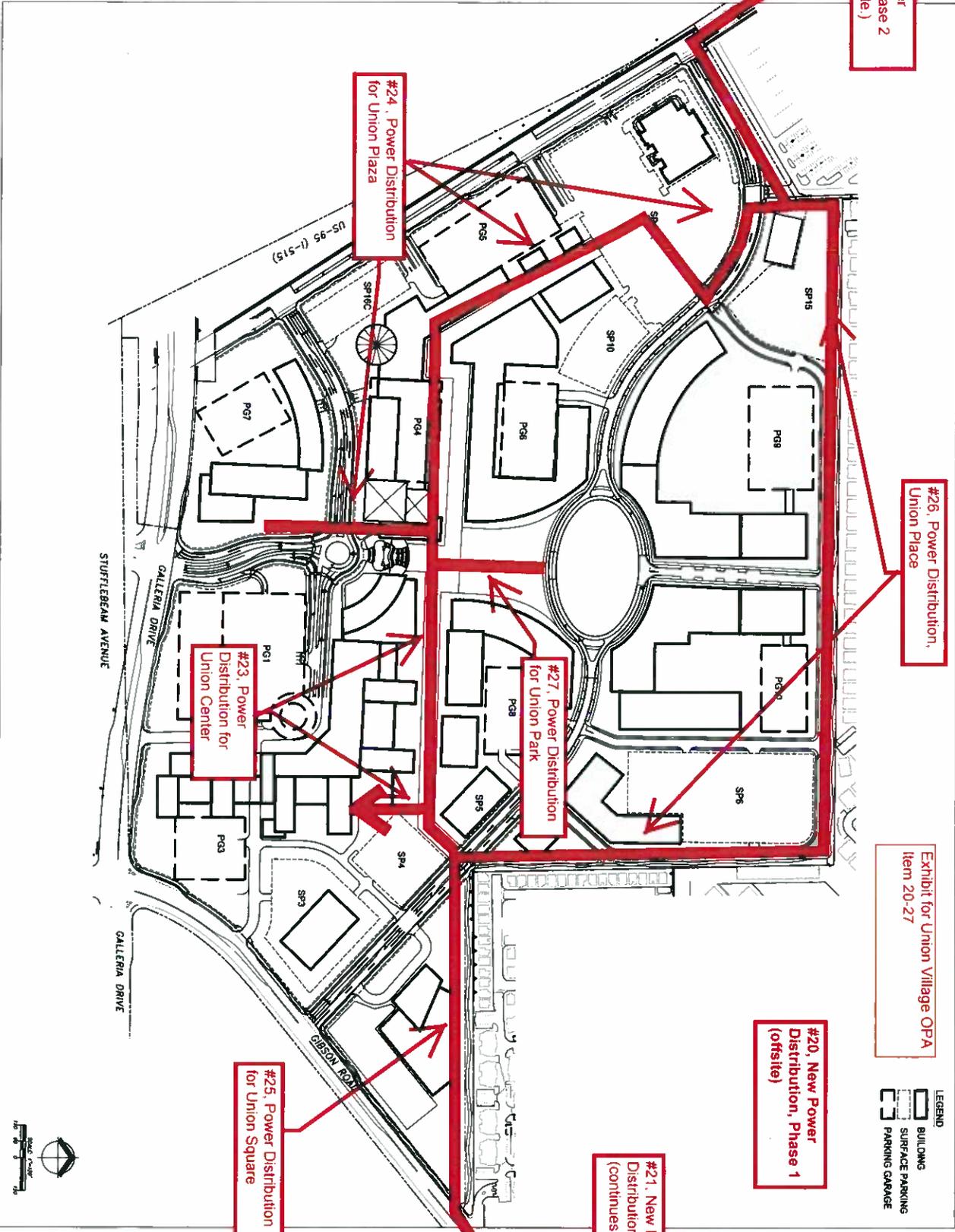
EXHIBIT A3 - PRELIMINARY STORM DRAIN MASTER PLAN  
 UNION VILLAGE  
 UNION VILLAGE, LLC  
 CITY OF HENDERSON, NV

NO.	DATE	DESCRIPTION

FOR INFORMATION ONLY

DATE: 10/14/18  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 OFFICE STATION  
 EX. A3





#22. New Power Distribution, Phase 2 (continues offsite.)

#24. Power Distribution for Union Plaza

#26. Power Distribution, Union Place

#23. Power Distribution for Union Center

#27. Power Distribution for Union Park

Exhibit for Union Village OPA Item 20-27

#20. New Power Distribution, Phase 1 (offsite)

#25. Power Distribution for Union Square

#21. New Power Distribution, phase 1 (continues offsite)

LEGEND  
 BUILDINGS  
 SURFACE PARKING  
 PARKING GARAGE



FOR INFORMATION ONLY  
 MASTER PLAN  
 MP

NO.	DATE	DESCRIPTION

MASTER PLAN  
 UNION VILLAGE  
 UNION VILLAGE, LLC  
 CITY OF HENDERSON, NV



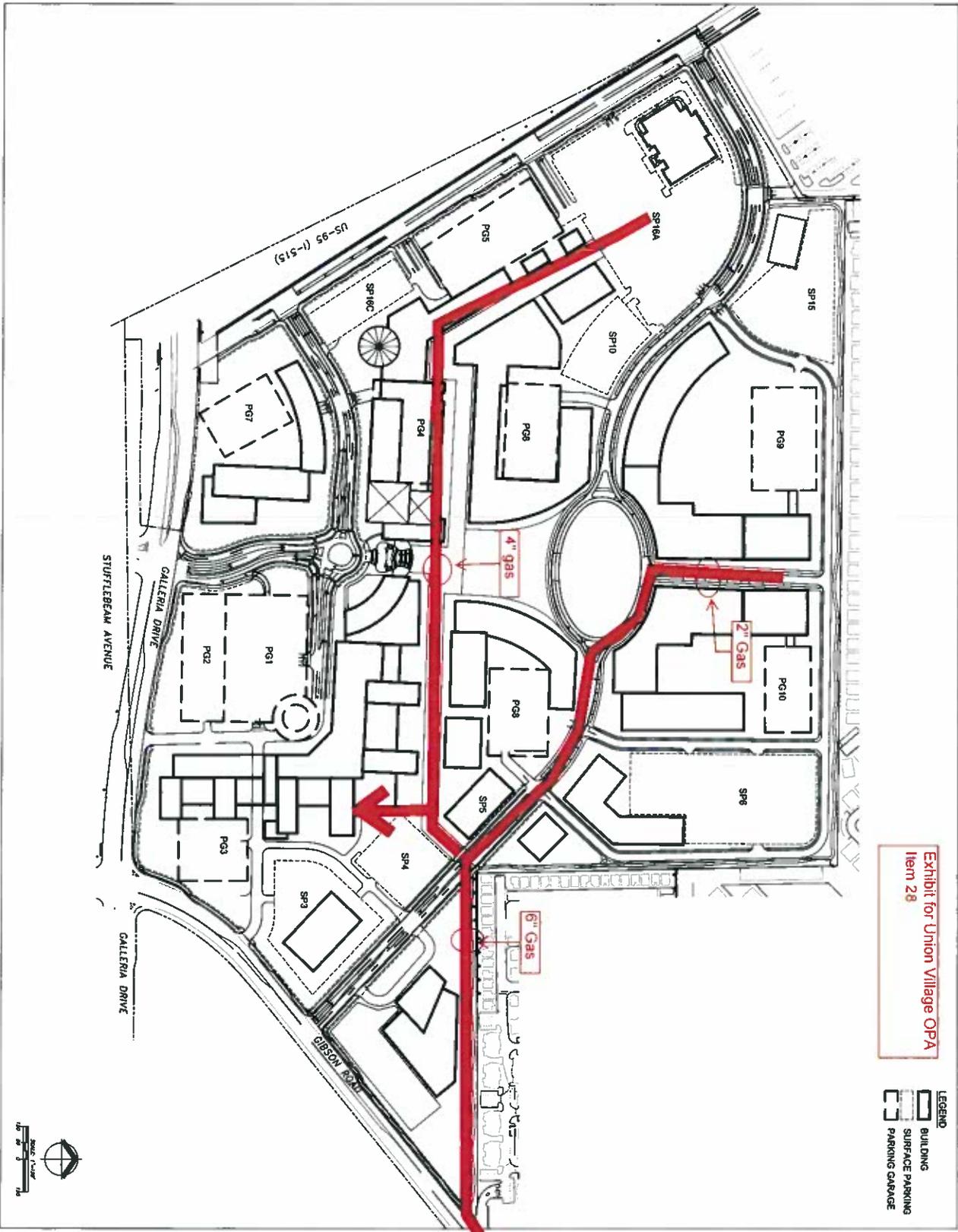
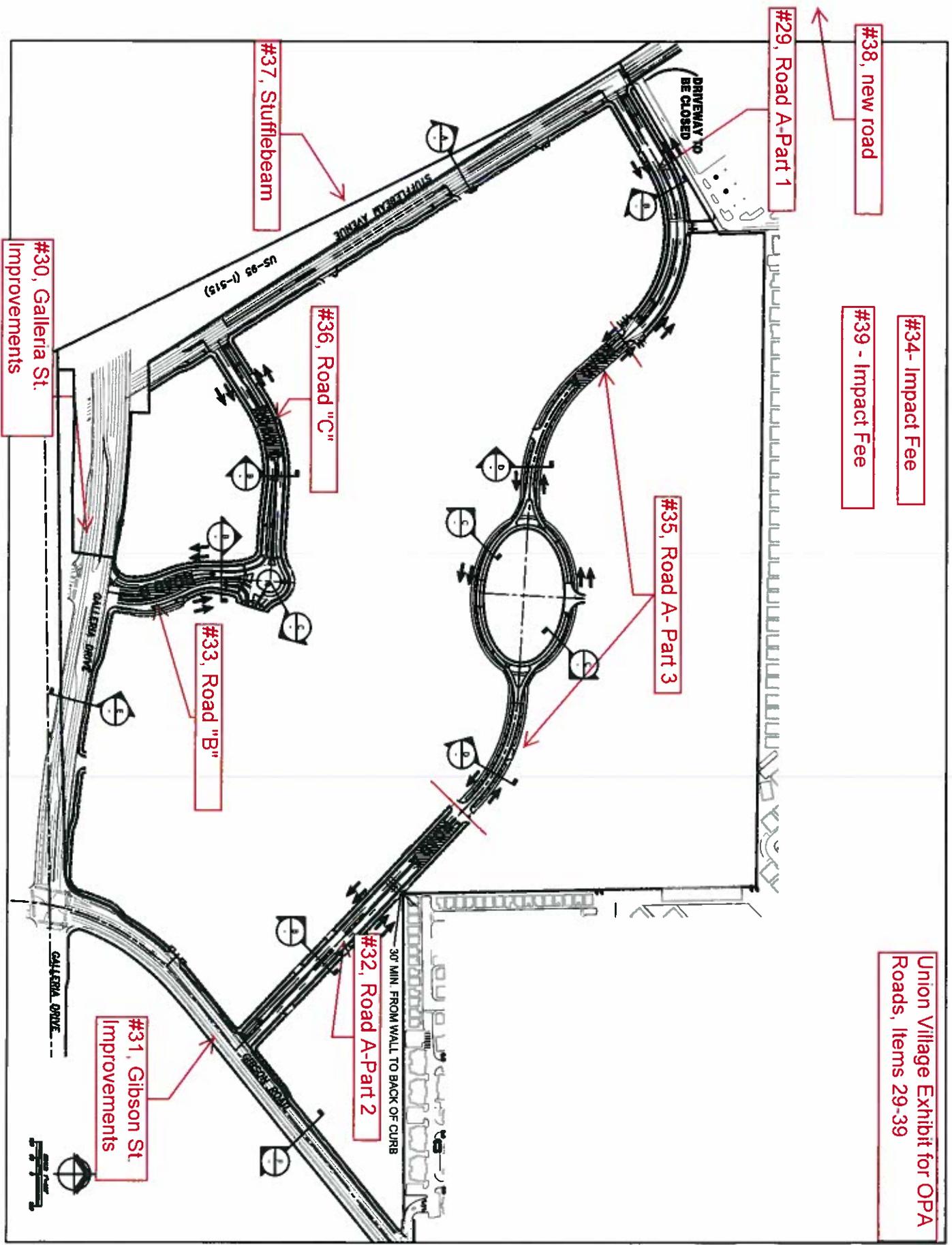


Exhibit for Union Village OPA  
Item 28



<p><b>MP</b></p>	<p>FOR INFORMATION ONLY</p>	<p>MASTER PLAN UNION VILLAGE UNION VILLAGE, LLC CITY OF HENDERSON, NV</p>	<p><b>Cardno</b> <b>WRG</b></p> <p>LAS VEGAS 1000 AVENUE OF THE ARTS, SUITE 1000 LAS VEGAS, NV 89155 702.734.1000</p>
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#38, new road

#34 - Impact Fee

#39 - Impact Fee

#29, Road A-Part 1

#35, Road A-Part 3

#36, Road "C"

#33, Road "B"

#32, Road A-Part 2

#37, Stufflebeam

#30, Galleria St Improvements

#31, Gibson St Improvements

Union Village Exhibit for OPA  
Roads, Items 29-39

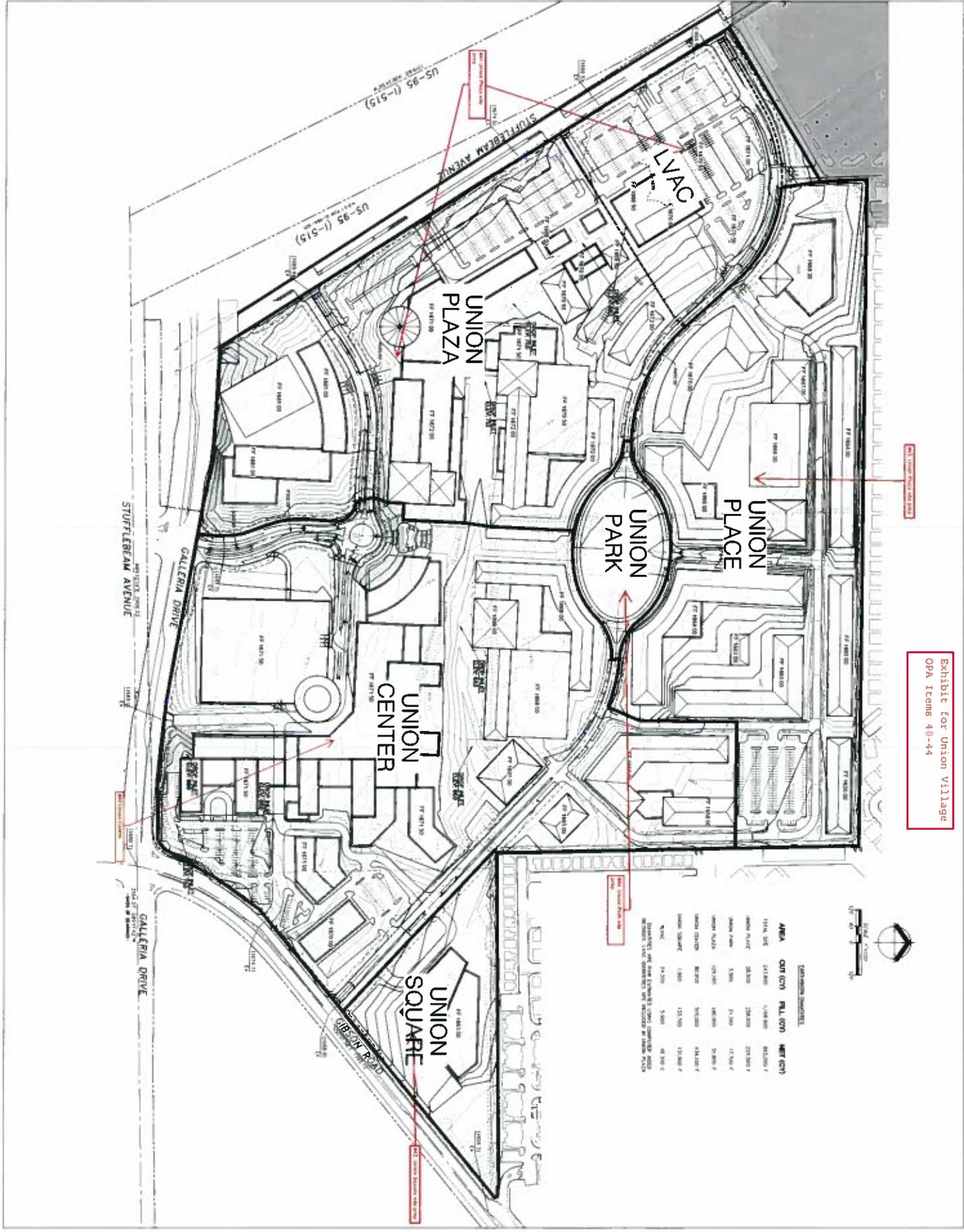


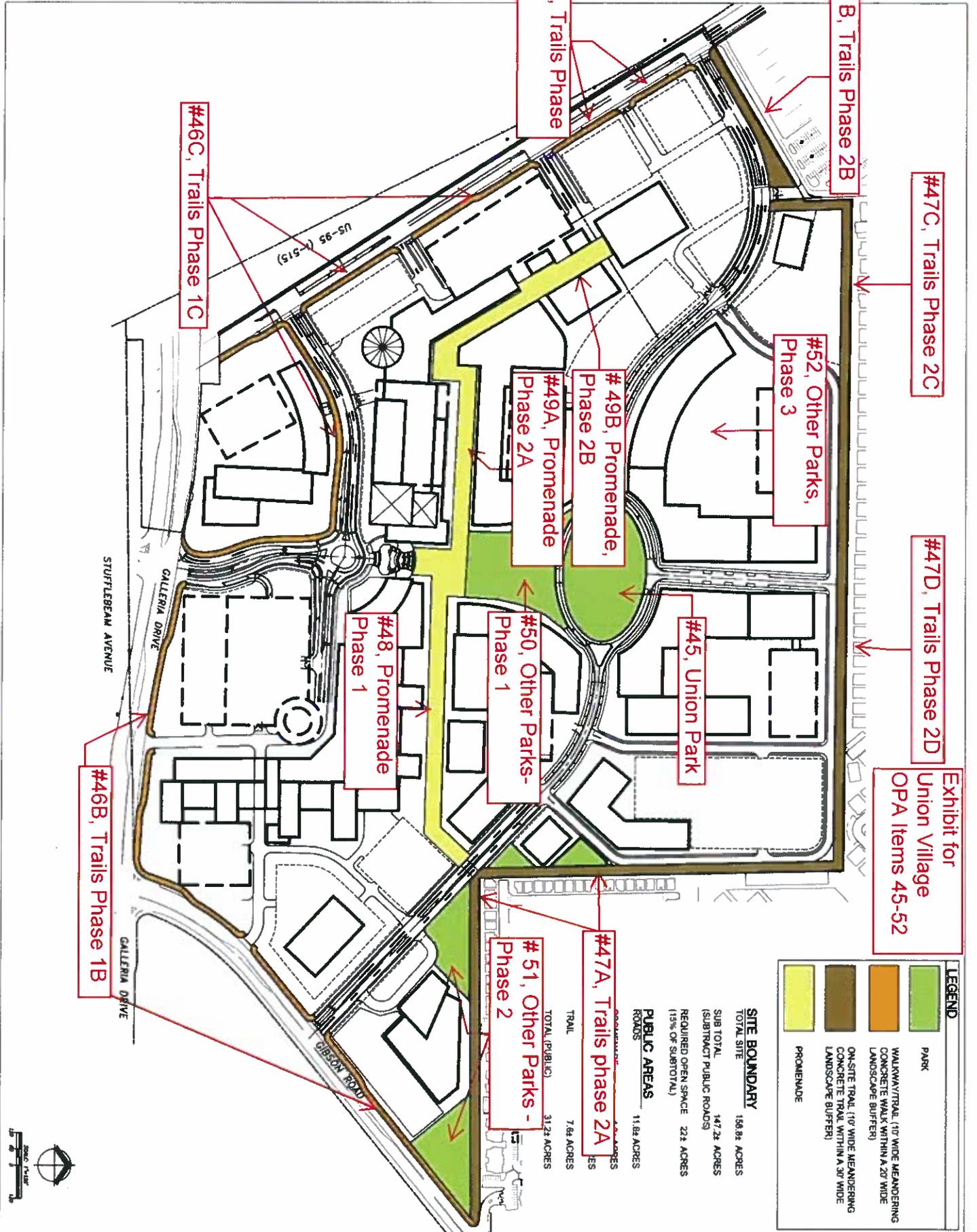
Exhibit for Union Village  
 OPA Items 4.0-4.4

EXISTING CONDITIONS

AREA	CUY (CY)	FILL (CY)	NET (CY)
TOTAL SITE	141,000	1,098,000	957,000
IMPV. PAVT	28,500	238,000	209,500
IMPV. PARK	3,500	21,000	17,500
IMPV. PLAZA	171,000	148,000	23,000
IMPV. DRIVEWAY	80,000	591,000	511,000
IMPV. DRIVEWAY	1,000	121,000	120,000
TOTAL	343,500	2,118,000	1,774,500

Grading, per Area 17.0001 (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100) (101) (102) (103) (104) (105) (106) (107) (108) (109) (110) (111) (112) (113) (114) (115) (116) (117) (118) (119) (120) (121) (122) (123) (124) (125) (126) (127) (128) (129) (130) (131) (132) (133) (134) (135) (136) (137) (138) (139) (140) (141) (142) (143) (144) (145) (146) (147) (148) (149) (150) (151) (152) (153) (154) (155) (156) (157) (158) (159) (160) (161) (162) (163) (164) (165) (166) (167) (168) (169) (170) (171) (172) (173) (174) (175) (176) (177) (178) (179) (180) 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#47C, Trails Phase 2C

#47D, Trails Phase 2D

Exhibit for Union Village OPA Items 45-52

**LEGEND**

- PARK
- WALKWAY/TRAIL, 10' WIDE MEANDERING CONCRETE WALK WITHIN A 20' WIDE LANDSCAPE BUFFER
- PROMENADE
- ON-SITE TRAIL, 10' WIDE MEANDERING CONCRETE TRAIL WITHIN A 30' WIDE LANDSCAPE BUFFER

#46A, Trails Phase 1A

#46C, Trails Phase 1C

#46B, Trails Phase 1B

#52, Other Parks, Phase 3

#49B, Promenade, Phase 2B

#49A, Promenade, Phase 2A

#45, Union Park

#48, Promenade Phase 1

#50, Other Parks - Phase 1

#51, Other Parks - Phase 2

#47A, Trails phase 2A

STUFFLEBEAM AVENUE

GALLERIA DRIVE

GALLERIA DRIVE

GIBSON ROAD

US-95 (7-515)



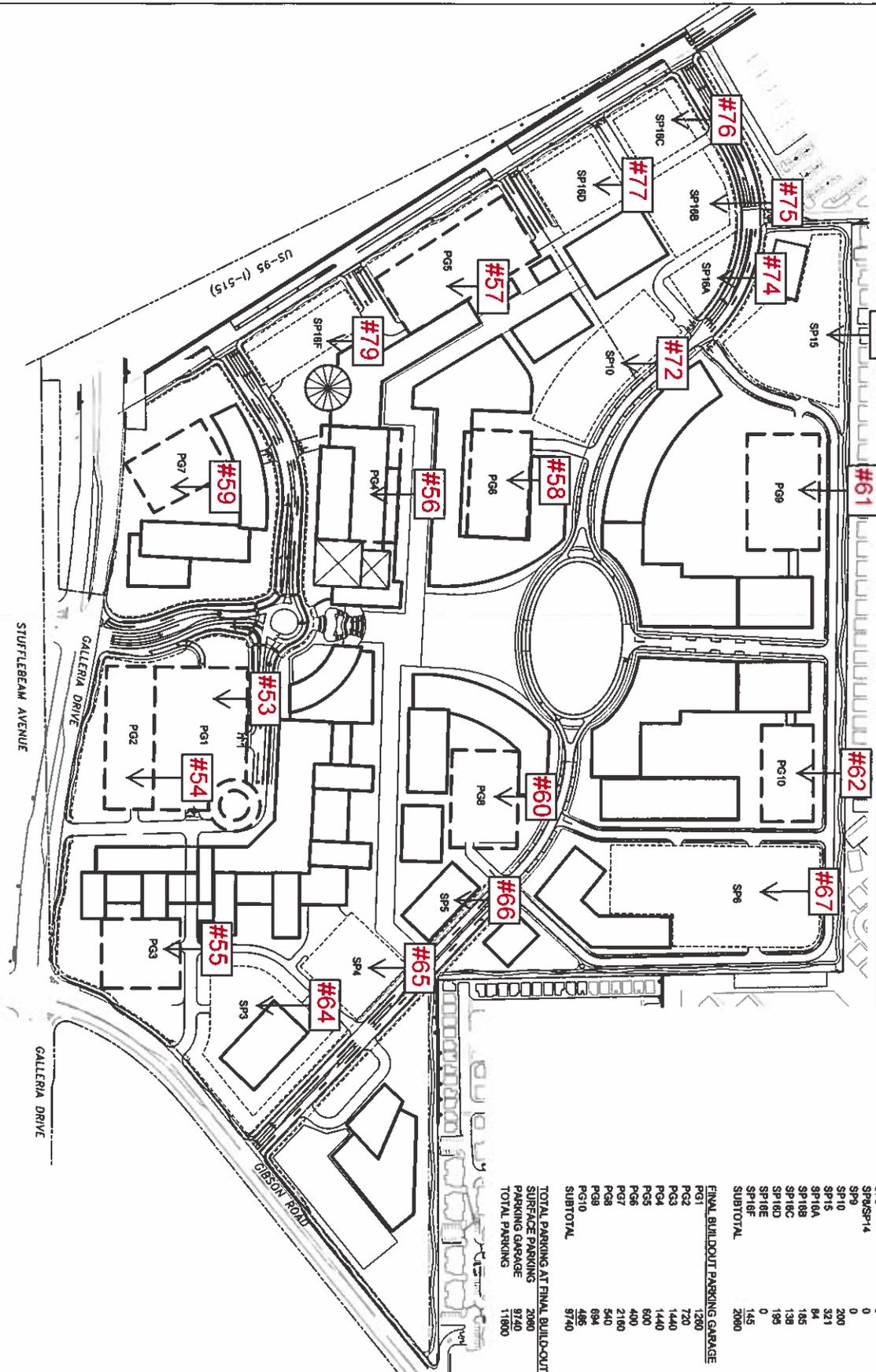
FOR INFORMATION ONLY

EXHIBIT I - CONCEPTUAL OPEN SPACE, PARKS AND TRAILS MAP

UNION VILLAGE  
UNION VILLAGE, LLC  
CITY OF HENDERSON, NV



**Exhibit for  
Union Village  
OPA items 53-79**



**LEGEND**

[Symbol]	BUILDING
[Symbol]	SURFACE PARKING
[Symbol]	PARKING GARAGE

FINAL BUILD-OUT SURFACE PARKING	FINAL BUILD-OUT SURFACE PARKING
SP1/SP2	0
SP3	0
SP4	179
SP5	0
SP6	513
SP7/SP-11-13	0
SP8	0
SP9/SP-14	0
SP9	0
SP10	200
SP15	321
SP16A	84
SP16B	165
SP16C	138
SP16D	195
SP16E	0
SP16F	145
<b>SUBTOTAL</b>	<b>2080</b>

FINAL BUILD-OUT PARKING GARAGE	FINAL BUILD-OUT PARKING GARAGE
PG1	250
PG2	720
PG3	1440
PG4	1440
PG5	800
PG6	400
PG7	2180
PG8	540
PG9	894
PG10	495
<b>SUBTOTAL</b>	<b>9740</b>

TOTAL PARKING AT FINAL BUILD-OUT	TOTAL PARKING AT FINAL BUILD-OUT
SURFACE PARKING	2080
PARKING GARAGE	9740
<b>TOTAL PARKING</b>	<b>11800</b>



# Union Village

City of Henderson Development Agreement

Allocation Method

On & Off Site Conceptual Budget Estimate - D

Last Updated: September 27, 2012

PHASE 1A (LVAC) ON & OFF Sitework Conceptual Budget Estimate (unescalated)							
ON SITE							
Description	Quan	Unit	Total Unit Costs	% Alloc	TOTAL NON	Current	Notes
<b>Water</b>							
Water Lines - 10" Class 150 PVC Valves	0.00	SF	75.00	1.000	0 \$	-	DA Exhibit - Allocated
Single Water Service Box	0.00	SF	1,860.00	1.000	0 \$	-	-
Fire Hydrants	0.00	SF	4,000.00	1.000	0 \$	-	-
Subtotal - Water					0 \$	0 \$	
<b>Sewer</b>							
Sanitary 15" - SDR 35	0.00	SF	78.00	1.000	0 \$	-	DA Exhibit - Allocated
Sanitary 12" - SDR 35	0.00	SF	78.00	1.000	0 \$	-	DA Exhibit - Allocated
Sanitary 10" - SDR 35	0.00	SF	75.00	1.000	0 \$	-	DA Exhibit - Allocated
Sanitary 8" - SDR 35	0.00	SF	73.00	1.000	0 \$	-	DA Exhibit - Allocated
Sanitary 6" - SDR 35	0.00	SF	73.00	1.000	0 \$	-	DA Exhibit - Allocated
Precast Manhole	0.00	SF	2,800.00	1.000	0 \$	-	DA Exhibit - Allocated
Subtotal - Sewer					0 \$	0 \$	
<b>Storm</b>							
48" RCP	0.00	SF	288.00	1.000	0 \$	-	DA Exhibit - Allocated
36" RCP	0.00	SF	274.00	1.000	0 \$	-	DA Exhibit - Allocated
30" RCP	0.00	SF	228.00	1.000	0 \$	-	DA Exhibit - Allocated
24" RCP	0.00	SF	168.00	1.000	0 \$	-	DA Exhibit - Allocated
36" RCP	0.00	SF	148.00	1.000	0 \$	-	DA Exhibit - Allocated
30" RCP	0.00	SF	108.00	1.000	0 \$	-	DA Exhibit - Allocated
60" MH	0.00	SF	6,000.00	1.000	0 \$	-	DA Exhibit - Allocated
48" MH	0.00	SF	2,800.00	1.000	0 \$	-	DA Exhibit - Allocated
CB	0.00	SF	3,000.00	1.000	0 \$	-	DA Exhibit - Allocated
Floodwall	0.00	SF	48.00	1.000	0 \$	-	DA Exhibit - Allocated
Reclaim Water	0.00	SF	48.00	1.000	0 \$	-	DA Exhibit - Allocated
Subtotal - Storm					0 \$	0 \$	
<b>Internal Roads</b>							
10					0		
Roadwork - Phase 1A	1,000	LF	353.00	0.056	353,000 \$	15,768	DA Exhibit & TIA - Allocated
Landscape & Imp (Public ROW only)	30,000	SF	4.25	0.056	127,500 \$	7,140	DA Exhibit & TIA - Allocated
Roadwork - Phase 1B	2,874	LF	353.00	0.056	1,049,990 \$	58,783	DA Exhibit & TIA - Allocated
Landscape & Imp (Public ROW only)	89,209	SF	4.25	0.056	379,137 \$	21,232	DA Exhibit & TIA - Allocated
Roadwork - Phase 1C	1,920	LF	353.00	0.056	677,780 \$	37,855	DA Exhibit & TIA - Allocated
Landscape & Imp (Public ROW only)	57,600	SF	4.25	0.056	244,800 \$	13,709	DA Exhibit & TIA - Allocated
Dirt	131,308	LF	16.75	0.056	2,189,414 \$	123,167	By Individual User
		SF		0.056	0 \$	-	DA Exhibit & TIA - Allocated
Subtotal - Internal Roads					480,500 \$	281,753	
<b>Parks, Trails &amp; Open Space</b>							
Park	21,228.51	SF	6.75	1.000	143,293 \$	143,293	DA Exhibit - Allocated
Trail	20,774.33	SF	3.30	1.000	68,555 \$	68,555	-
Open Space	19,023.04	SF	2.00	1.000	38,046 \$	38,046	-
Subtotal - Parks, Trails & Open Space					0 \$	0 \$	
<b>Soft Costs</b>							
Design		%		8%	730,384 \$	531,847	
Project Management		%		2%	43,824 \$	31,898	
Master Developer		%		5%	14,808 \$	10,833	
Other		%		1%	38,320 \$	28,582	
Permitting		%		1%	7,304 \$	5,316	
Conceptual Stage Contingency		%		10%	14,808 \$	10,833	
Subtotal - Soft Costs					733,636 \$	533,165	
<b>Total - Onsite Acute</b>					189,903 \$	138,228	
<b>TOTAL</b>					920,297 \$	669,876	

# Union Village

City of Henderson Development Agreement

Allocation Method

On & Off Site Conceptual Budget Estimate - D

Last Updated: September 27, 2012

PHASE 1A (LVAC) ON & OFF Sitework Conceptual Budget Estimate (unescalated)								
Description	Quan	Unit	Unit Cost	%	TOTAL NON ALLOCATED, CALC	Current Cost	Notes	
<b>Roads</b>						0 \$		
Impacts to Network	3	Ea	1,000,000.00	0.056	0 \$	168,893	DA Exhibit & TIA, Allocated	
Half of Roadway/Signals		LF	450.00	1.000	0 \$			
Signals - phase 1A	1	Ea	500,000.00	0.056	500,000 \$	28,149		
Signals - phase 1B	2	Ea	500,000.00	0.056	0 \$	56,288		
Signals - phase 1C	2	Ea	500,000.00	0.056	0 \$	56,288		
Half Roadway - Phase 1A	1,752	Ea	280.00	0.056	490,560 \$	27,619		
Half Roadway - Phase 1B	2,965	Ea	280.00	0.056	0 \$	45,738		
Half Roadway - Phase 1C	2,000	Ea	280.00	0.056	0 \$	31,527		
Stufflebeam property line to Stephanie	1	Ea	3,300,000.00	0.056	0 \$	185,782		
Stephanie 3rd LH turn	1	Ea	175,000.00	0.056	0 \$	3,852		
Full Stephanie Improvements	1	Ea	2,700,000.00	0.056	0 \$	152,003	deduct in COH does north	
Addition of Stufflebeam - ROW goals	1	Ea	1,489,000.00	0.056	0 \$	82,701	\$347,537	
Subtotal - Dirt					990,560 \$	845,859	1,471,895	
<b>Water</b>						0 \$		
12" Water connection w/valve	3	Ea	15,000.00	0.050	45,000 \$	2,250	DA Exhibit, Allocated	
Extend 12" Waterlines from northwest	3,370	LF	100.00	0.050	337,000 \$	16,850		
Extend 12" Waterlines from property line through	3,240	LF	240.00	0.050	777,600 \$	38,880		
12" gate valve	20	Ea	1,900.00	0.050	38,000 \$	1,900		
Fire Hydrant Assembly	20	Ea	4,000.00	0.050	80,000 \$	4,000		
Single Water Service and Meter Box	41	Ea	1,860.00	0.050	76,260 \$	3,813		
20" OD Steel Pipe Casing	90	LF	150.00	0.050	13,500 \$	675		
Asphalt Replacement Patch (Stephanie)	300	SY	175.00	0.050	52,500 \$	2,625		
Directional Drill 12" Waterline	75	LF	75.00	0.050	5,625 \$	281		
Connection to existing 10" with reducer	1	Ea	4,200.00	0.050	4,200 \$	210		
Subtotal - Water					1,429,685 \$	71,484		
<b>Sewer</b>						0 \$		
18" PVC SDR 35 Sewer Main	2,830	LF	131.00	0.050	370,730 \$	18,537	DA Exhibit, Allocated	
4-Ft Dia. Standard Precast Manhole	7	Ea	2,490.00	0.050	18,560 \$	928		
Connect to Existing Sanitary Manhole	1	Ea	400.00	0.050	400 \$	20		
Asphalt Replacement Patch (Gibson)	800	SY	175.00	0.050	140,000 \$	7,000		
Subtotal - Sewer					529,880 \$	26,484		
<b>Storm Drain</b>						0 \$		
60" RCP storm conduit SE to Boulder		LF	336.00	0.063	0 \$			
36" RCP storm conduit NE to Boulder	850	LF	240.00	0.063	204,000 \$	12,911	DA Exhibit, Allocated	
54" RCP storm conduit to new 60" Gibson		LF	288.00	0.063	0 \$			
Dual 48" RCP storm conduit north	1,890	LF	576.00	0.063	1,098,640 \$	68,901		
48" RCP storm conduit Galleria		LF	288.00	0.063	0 \$			
48" RCP storm conduit Stufflebeam	550	LF	240.00	0.063	132,000 \$	8,354		
30" RCP storm conduit Stufflebeam	460	LF	156.00	0.063	71,760 \$	4,542		
24" RCP storm conduit Stufflebeam	840	LF	143.00	0.063	91,520 \$	5,792		
Precast Storm Drain Manhole 60" Diameter	15	Ea	6,000.00	0.063	90,000 \$	5,696		
Precast Catch Basin		Ea	3,000.00	0.063	0 \$			
Utility Relocations/Adjustments		LS	50,000.00	0.063	0 \$			
Outfall Structure Connection		Ea.	12,000.00	0.063	0 \$			
Asphalt Replacement Patch		SY	175.00	0.063	0 \$			
Subtotal - Storm Drain					1,677,920 \$	105,197		
<b>Dry Utilities</b>						0 \$		
Power		EA			0 \$		By Individual User	
<b>Master Site - Other Factors</b>						0 \$		
Traffic Control		MO	25,000.00	0.056	0 \$		DA Exhibit, Allocated	
<b>Subtotal - Other Factors</b>						0 \$		
<b>Soft Costs</b>						0 \$		
Design		%	6%		4,827,880 \$	1,050,124		
Project Management		%	2%		277,873 \$	63,601		
Master Developer		%	5%		92,558 \$	21,000		
Other		%	5%		231,394 \$	92,901		
Permitting		%	1%		46,279 \$	16,500		
Conceptual Stage Contingency		%	2%		92,558 \$	21,000		
Subtotal - Soft Costs					1,201,249 \$	273,008		
<b>TOTAL - Offsite</b>						5,831,128 \$	1,323,031	
<b>GRAND TOTAL</b>						6,751,425 \$	1,992,906	

# Union Village

City of Henderson Development Agreement

Allocation Method

On & Off Site Conceptual Budget Estimate - DRAFT

Last Updated: September 27, 2012

PHASE 1B (Dignity Acute Hospital) ON & OFF Sitework Conceptual Budget Estimate (unescalated)							
ON SITE							
Description	Quan	Unit	Total Unit Costs	% Alloc	TOTAL NON	Current	Notes
<b>Water</b>							
Water Lines - 10" Class 150 PVC Valves	0.00	SF	75.00	-	0 \$	-	DA Exhibit
Single Water Service Box	0.00	SF	1,860.00	-	0 \$	-	-
Fire Hydrants	0.00	SF	4,000.00	-	0 \$	-	-
Subtotal - Water					0 \$	0 \$	
<b>Sewer</b>							
Sanitary 15" - SDR 35	6.00	SF	78.00	-	0 \$	-	DA Exhibit
Sanitary 12" - SDR 35	0.00	SF	78.00	-	0 \$	-	-
Sanitary 10" - SDR 35	0.00	SF	75.00	-	0 \$	-	-
Sanitary 8" - SDR 35	0.00	SF	73.00	-	0 \$	-	-
Sanitary 6" - SDR 35	0.00	SF	73.00	-	0 \$	-	-
Precast Manhole	0.00	SF	2,800.00	-	0 \$	-	-
Subtotal - Sewer					0 \$	0 \$	
<b>Storm</b>							
48" RCP	0.00	SF	288.00	-	0 \$	-	DA Exhibit
36x60 HERCP	0.00	SF	274.00	-	0 \$	-	-
35x53	0.00	SF	228.00	-	0 \$	-	-
24x35	0.00	SF	168.00	-	0 \$	-	-
36" RCP	0.00	SF	149.00	-	0 \$	-	-
30" RCP	0.00	SF	108.00	-	0 \$	-	-
60" MH	0.00	SF	6,000.00	-	0 \$	-	-
48" MH	0.00	SF	2,800.00	-	0 \$	-	-
CB	0.00	SF	3,000.00	-	0 \$	-	-
Floodwall	0.00	SF	40.50	-	0 \$	-	-
Reclaim Water	0.00	SF	48.00	-	0 \$	-	-
Subtotal - Storm					0 \$	0 \$	
<b>Internal Roads</b>							
Roadwork - Phase 1A	1,000	LF	353.00	0.285	353,000 \$	100,605 \$	DA Exhibit & TIA, Allocated
Landscape & Irig (Public ROW only)	30,000	SF	4.25	0.285	127,500 \$	38,338 \$	-
Roadwork - Phase 1B	2,974	LF	353.00	0.500	1,049,690 \$	524,845 \$	-
Landscape & Irig (Public ROW only)	89,209	SF	4.25	0.500	379,137 \$	188,568 \$	-
Roadwork - Phase 1C	1,920	LF	353.00	0.285	677,760 \$	193,182 \$	-
Landscape & Irig (Public ROW only)	57,660	SF	4.25	0.285	244,800 \$	68,798 \$	-
Dirt	131,368	CY	16.75	0.285	2,198,414 \$	628,833 \$	-
		SF		0.285	0 \$	0 \$	-
Subtotal - Internal Roads					1,428,828 \$	1,741,119 \$	
<b>Parks, Trails &amp; Open Space</b>							
Park	83,216.14	SF	6.75	1.000	561,709 \$	561,709 \$	DA Exhibit, Allocated
Trail	79,973.95	SF	3.30	1.000	263,914 \$	263,914 \$	-
Open Space	74,570.31	SF	2.00	1.000	149,141 \$	149,141 \$	-
Subtotal - Parks, Trails & Open Space					974,764 \$	974,764 \$	
<b>Soft Costs</b>							
Design		%	6%		144,215 \$	162,963 \$	
Project Management		%	2%		48,072 \$	54,318 \$	
Master Developer		%	5%		120,180 \$	135,794 \$	
Other		%	1%		24,036 \$	27,159 \$	
Permitting		%	2%		48,072 \$	54,318 \$	
Conceptual Stage Contingency		%	10%		240,358 \$	315,042 \$	434,541
Subtotal - Soft Costs					624,934 \$	749,594 \$	
<b>Total - Onsite Acute</b>		<b>TOTAL</b>			<b>3,028,526 \$</b>	<b>3,465,466 \$</b>	

# Union Village

City of Henderson Development Agreement

Allocation Method

On & Off Site Conceptual Budget Estimate - DRAFT

Last Updated: September 27, 2012

PHASE 1B (Dignity Acute Hospital) ON & OFF Sitework Conceptual Budget Estimate (unescalated)							
OFF SITE							
Description	Quan	Unit	Unit Cost	% Alloc	TOTAL NON ALLOCATED CALC	Current Cost	Notes
<b>ROADS</b>					0	\$ -	
Impacts to Network	3	Ea	1,000,000.00	0.285	855,917	\$ 855,917	DA Exhibit & TIA , Allocated
Half of Roadway/Signals	3,100	LF	450.00	0.285	0	\$ 397,575	
Signals - phase 1A	1	Ea	500,000.00	0.285	0	\$ 142,500	
Signals - phase 1B	2	Ea	500,000.00	0.500	1,000,000	\$ 500,000	
Signals - phase 1C	2	Ea	500,000.00	0.285	0	\$ 285,000	
Half Roadway - Phase 1A	1,752	Ea	280.00	0.285	0	\$ 138,816	
Half Roadway - Phase 1B	2,965	Ea	280.00	1.000	830,200	\$ 830,200	
Half Roadway - Phase 1C	2,000	Ea	280.00	0.285	0	\$ 158,600	
Stufflebeam property line to Stephanie	1	Ea	3,300,000.00	0.285	0	\$ 941,508	
Stephanie 3rd LF turn	1	Ea	175,000.00	0.285	0	\$ 48,928	
Lot Stephanie Improvements	1	Ea	2,700,000.00	0.285	0	\$ 770,325	deduct in COH does north
Addition of Stufflebeam - ROW costs	1	Ea	1,468,000.00	0.285	0	\$ 419,114	\$1,761,763
<b>Subtotal - Dirt</b>					2,659,537	\$ 3,491,488	4,114,965
<b>WATER</b>					0		
12" Water connection w/valve	3	Ea	15,000.00	0.367	45,000	\$ 16,531	DA Exhibit, Allocated
Extend 12" Waterlines from northwest	3,370	LF	100.00	0.367	337,000	\$ 123,739	
Extend 12" Waterlines from property line through	3,240	LF	240.00	0.367	777,600	\$ 285,656	
12" gate valve	20	Ea	1,900.00	0.367	38,000	\$ 13,960	
Fire Hydrant Assembly	20	Ea	4,000.00	0.367	80,000	\$ 29,388	
Single Water Service and Meter Box	41	Ea	1,860.00	0.367	76,260	\$ 28,015	
20" OD Steel Pipe Casing	90	LF	150.00	0.367	13,500	\$ 4,959	
Asphalt Replacement Patch (Stephanie)	300	SY	175.00	0.367	52,500	\$ 19,286	
Directional Drill 12" Waterline	75	LF	75.00	0.367	5,625	\$ 2,066	
Connection to existing 10" with reducer	1	Ea	4,200.00	0.367	4,200	\$ 1,543	
<b>Subtotal - Water</b>					1,429,655	\$ 525,203	194,581
<b>SEWER</b>					0		
15" PVC SDR 35 Sewer Main	2,830	LF	131.00	0.367	370,730	\$ 136,190	DA Exhibit, Allocated
44" Dia. Standard Precast Manhole	7	Ea	2,650.00	0.367	18,550	\$ 6,814	
Connect to Existing Sanitary Manhole	1	Ea	400.00	0.367	400	\$ 147	
Asphalt Replacement Patch (Gibson)	800	SY	175.00	0.367	140,000	\$ 51,430	
<b>Subtotal - Sewer</b>					529,680	\$ 194,581	194,581
<b>STORM DRAIN</b>					0		
60" RCP storm conduit SE to Boulder	3,370	LF	336.00	0.617	1,132,320	\$ 698,641	DA Exhibit, Allocated
36" RCP storm conduit NE to Boulder	770	LF	240.00	0.452	184,800	\$ 83,530	
54" RCP storm conduit to new 60" Gibson	90	LF	288.00	0.617	25,920	\$ 15,893	
Dual 48" RCP storm conduit north	-	LF	576.00	0.617	0	\$ -	
48" RCP storm conduit Galleria	170	LF	288.00	0.617	48,960	\$ 30,208	
48" RCP storm conduit Stufflebeam	-	LF	240.00	-	0	\$ -	
30" RCP storm conduit Stufflebeam	-	LF	156.00	-	0	\$ -	
24" RCP storm conduit Stufflebeam	-	LF	143.00	-	0	\$ -	
Precast Storm Drain Manhole 60" Diameter	18	Ea	6,000.00	0.617	96,000	\$ 59,232	
Precast Catch Basin	4	Ea	3,000.00	0.617	12,000	\$ 7,404	
Utility Relocations/Adjustments	1	LS	50,000.00	0.617	50,000	\$ 30,850	
Outfall Structure Connection	3	Ea	12,000.00	0.617	36,000	\$ 22,212	
Asphalt Replacement Patch	4,000	SY	175.00	0.617	700,000	\$ 431,900	
<b>Subtotal - Storm Drain</b>					2,286,000	\$ 1,379,970	1,379,970
<b>DRY UTILITIES</b>					0		
Power	-	EA	-	-	0	\$ -	By Individual User
<b>Subtotal - Other Factors</b>					0	\$ -	
<b>Master Site - Other Factors</b>					0		
Traffic Control	-	MQ	325,000.00	0.285	0	\$ -	DA Exhibit, Allocated
Master Studies	1	-	-	-	0	\$ 325,000	
<b>Subtotal - Other Factors</b>					0	\$ 325,000	
<b>SOB COSTS</b>					0		
Design	%		6%		8,931,482	\$ 7,189,242	
Project Management	%		2%		415,888	\$ 455,475	
Master Developer	%		2%		138,630	\$ 151,825	
Master Developer	%		8%		346,874	\$ 379,362	
Officer	%		1%		68,315	\$ 75,912	
Permitting	%		2%		138,630	\$ 151,825	
Conceptual Stage Contingency	%		10%		693,148	\$ 913,064	1,214,599
<b>Subtotal - Sob Costs</b>					1,802,185	\$ 2,127,633	
<b>TOTAL - Offsite</b>					8,733,667	\$ 10,043,924	
<b>GRAND TOTAL</b>			<b>Total</b>		11,762,193	\$ 13,509,390	

# Union Village

City of Henderson Development Agreement

Allocation Method

On & Off Site Conceptual Budget Estimate - DR

Last Updated: September 27, 2012

PHASE 1C (Retail, AL/IL, PAC) ON & OFF Sitework Conceptual Budget Estimate (unescalated)							
ON SITE							
Description	Quan	Unit	Total Unit Costs	% Alloc	TOTAL NON	Current	Notes
<b>Water</b>							
Water Lines - 10" Class 150 PVC Valves	0.00	SF	75.00	1.000	0 \$	0 \$	DA Exhibit , Allocated
Single Water Service Box	0.00	SF	1,860.00	1.000	0 \$	0 \$	-
Fire Hydrants	0.00	SF	4,000.00	1.000	0 \$	0 \$	-
Subtotal - Water					0 \$	0 \$	
<b>Sewer</b>							
Sanitary 15" - SDR 35	0.00	SF	78.00	1.000	0 \$	0 \$	DA Exhibit , Allocated
Sanitary 12" - SDR 35	0.00	SF	78.00	1.000	0 \$	0 \$	-
Sanitary 10" - SDR 35	0.00	SF	75.00	1.000	0 \$	0 \$	-
Sanitary 8" - SDR 35	0.00	SF	73.00	1.000	0 \$	0 \$	-
Sanitary 6" - SDR 35	0.00	SF	73.00	1.000	0 \$	0 \$	-
Precast Manhole	0.00	SF	2,800.00	1.000	0 \$	0 \$	-
Subtotal - Sewer					0 \$	0 \$	
<b>Storm</b>							
48" RCP	0.00	SF	288.00	1.000	0 \$	0 \$	DA Exhibit , Allocated
36x60 HERCP	0.00	SF	274.00	1.000	0 \$	0 \$	-
36x53	0.00	SF	228.00	1.000	0 \$	0 \$	-
24x30	0.00	SF	168.00	1.000	0 \$	0 \$	-
36" RCP	0.00	SF	149.00	1.000	0 \$	0 \$	-
30" RCP	0.00	SF	108.00	1.000	0 \$	0 \$	-
60" MH	0.00	SF	6,000.00	1.000	0 \$	0 \$	-
48" MH	0.00	SF	2,800.00	1.000	0 \$	0 \$	-
CB	0.00	SF	3,000.00	1.000	0 \$	0 \$	-
Floodwall	0.00	SF	40.50	1.000	0 \$	0 \$	-
Reclaim Water	0.00	SF	48.00	1.000	0 \$	0 \$	-
Subtotal - Storm					0 \$	0 \$	
<b>Internal Roads</b>							
Roadwork - Phase 1A	1,000	LF	353.00	0.270	0 \$	95,310	DA Exhibit & TIA , Allocated
Landscape & Irig (Public ROW only)	30,000	SF	4.25	0.270	0 \$	34,425	-
Roadwork - Phase 1B	2,974	LF	353.00	0.270	0 \$	283,416	-
Landscape & Irig (Public ROW only)	89,209	SF	4.25	0.270	0 \$	102,367	-
Roadwork - Phase 1C	1,920	LF	353.00	0.270	677,750	182,395	-
Landscape & Irig (Public ROW only)	57,600	SF	4.25	0.270	244,800	66,096	-
Dirt	131,308	LF	16.75	0.270	2,199,414	593,842	-
Subtotal - Internal Roads					3,121,974	1,358,451	
<b>Parks, Trails &amp; Open Space</b>							
Park	74,500.13	SF	6.75	1.000	501,526	501,526	DA Exhibit , Allocated
Trail	71,405.32	SF	3.30	1.000	235,838	235,838	-
Open Space	66,560.63	SF	2.00	1.000	133,161	133,161	-
Subtotal - Parks, Trails & Open Space					870,525	870,525	
<b>Soft Costs</b>							
Design		%	5%		3,992,295	2,228,776	
Project Management		%	2%		238,538	133,727	
Master Developer		%	5%		78,646	44,576	
Other		%	1%		199,615	111,439	
Permitting		%	1%		39,923	22,288	
Conceptual Stage Contingency		%	2%		78,646	44,576	
Conceptual Stage Contingency		%	10%		390,230	222,878	
Subtotal - Soft Costs					5,037,998	2,808,462	
<b>Total - Onsite Acute</b>					<b>5,030,296</b>	<b>2,808,258</b>	

# Union Village

City of Henderson Development Agreement

Allocation Method

On & Off Site Conceptual Budget Estimate - DR

Last Updated: September 27, 2012

PHASE 1C (Retail, AL/IL, PAC) ON & OFF Sitework Conceptual Budget Estimate (unescalated)							
Description	Quant	Unit	Unit Cost	% Alloc	TOTAL NON ALLOCATED CALC	Current Cost	Notes
<b>Roads</b>							
Impacts to Network	3	Ea	1,000,000.00	0.270	0	\$ 810,000	from prior study as estimate
Roadways	3,100	LF	450.00	0.270	1,395,000	\$ 376,650	Gibson and Galleries ONLY
Signal - Phase 1A	1	Ea	500,000.00	0.270	0	\$ 135,000	DA Exhibit & TIA , Allocated
Signal - Phase 1B	2	Ea	500,000.00	0.270	0	\$ 270,000	DA Exhibit & TIA , Allocated
Signal - Phase 1C	2	Ea	500,000.00	0.270	1,000,000	\$ 270,000	DA Exhibit & TIA , Allocated
Half Roadway - Phase 1A	1,752	Ea	280.00	0.270	0	\$ 132,461	DA Exhibit & TIA , Allocated
Half Roadway - Phase 1B	2,965	Ea	280.00	0.270	0	\$ 224,154	DA Exhibit & TIA , Allocated
Half Roadway - Phase 1C	2,000	Ea	280.00	0.270	560,000	\$ 151,200	DA Exhibit & TIA , Allocated
Stufflebeam property line to Stephanie	1	Ea	3,300,000.00	0.270	3,300,000	\$ 891,000	DA Exhibit & TIA , Allocated
Stephanie 3rd LPI turn	1	Ea	175,000.00	0.270	175,000	\$ 47,250	DA Exhibit & TIA , Allocated
Full Stephanie Improvements	1	Ea	2,700,000.00	0.270	2,700,000	\$ 728,000	deduct in CDH does north
Addition of Stufflebeam - ROW costs	1	Ea	1,469,000.00	0.270	1,469,000	\$ 396,830	\$1,667,250
Subtotal - Road					\$ 10,559,000	\$ 4,433,345	13,726,974
<b>Water</b>							
12" Water connection w/valve	3	Ea	15,000.00	0.300	45,000	\$ 13,500	DA Exhibit, Allocated
Extend 12" Waterlines from northwest	3,370	LF	100.00	0.300	337,000	\$ 101,100	-
Extend 12" Waterlines from property line	3,240	LF	240.00	0.300	777,600	\$ 233,280	-
12" gate valve	20	Ea	1,900.00	0.300	38,000	\$ 11,400	-
Fire Hydrant Assembly	20	Ea	4,000.00	0.300	80,000	\$ 24,000	-
Single Water Service and Meter Box	41	Ea	1,860.00	0.300	76,260	\$ 22,878	-
20" CD Steel Pipe Casing	90	LF	150.00	0.300	13,500	\$ 4,050	-
Asphalt Replacement Patch (Stephanie)	300	SY	175.00	0.300	52,500	\$ 15,750	-
Directional Drill 12" Waterline	75	LF	75.00	0.300	5,625	\$ 1,688	-
Connection to existing 10" with reducer	1	Ea	4,200.00	0.300	4,200	\$ 1,260	-
Subtotal - Water					\$ 1,429,685	\$ 426,906	
<b>Sewer</b>							
15" PVC SDR 35 Sewer Main	2,830	LF	131.00	0.300	379,730	\$ 111,219	DA Exhibit, Allocated
4-PI Dia. Standard Precast Manhole	7	Ea	2,850.00	0.300	18,550	\$ 5,565	-
Connect to Existing Sanitary Manhole	1	Ea	400.00	0.300	400	\$ 120	-
Asphalt Replacement Patch	800	SY	175.00	0.300	140,000	\$ 42,000	-
Subtotal - Sewer					\$ 629,680	\$ 158,904	
<b>Storm Drain</b>							
60" RCP storm conduit SE to Boulder	-	LF	336.00	0.300	0	\$ -	-
36" RCP storm conduit NE to Boulder	850	LF	240.00	0.300	204,000	\$ 61,200	DA Exhibit, Allocated
54" RCP storm conduit to new 80" Gibson	-	LF	288.00	0.300	0	\$ -	-
Dual 48" RCP storm conduit north	1,890	LF	576.00	0.300	1,088,640	\$ 326,592	-
48" RCP storm conduit Galleria	-	LF	288.00	0.300	0	\$ -	-
48" RCP storm conduit Stufflebeam	550	LF	240.00	0.300	132,000	\$ 39,600	-
30" RCP storm conduit Stufflebeam	480	LF	156.00	0.300	71,760	\$ 21,528	-
24" RCP storm conduit Stufflebeam	840	LF	143.00	0.300	91,520	\$ 27,456	-
Precast Storm Drain Manhole 60" Diameter	15	Ea	6,000.00	0.300	90,000	\$ 27,000	-
Precast Catch Basin	-	Ea	3,000.00	0.300	0	\$ -	-
Utility Relocations/Adjustments	-	LS	50,000.00	0.300	0	\$ -	-
Outfall Structure Connection	-	Ea	12,000.00	0.300	0	\$ -	-
Asphalt Replacement Patch	-	SY	175.00	0.300	0	\$ -	-
Subtotal - Storm Drain					\$ 1,677,920	\$ 503,376	
<b>Dry Utilities</b>							
Power	-	EA	-	0.300	0	\$ -	By Individual User
Subtotal - Other Factors					\$ 0	\$ 0	
<b>Master Site - Other Factors</b>							
Traffic Control	-	MO	25,000.00	0.270	0	\$ -	DA Exhibit, Allocated
Subtotal - Other Factors					\$ 0	\$ 0	
<b>Soft Costs</b>							
Design		%	6%		\$ 14,250,283	\$ 5,524,536	
Project Management		%	2%		\$ 854,177	\$ 331,472	
Master Developer		%	5%		\$ 284,726	\$ 110,491	
Other		%	5%		\$ 711,814	\$ 276,227	
Permitting		%	1%		\$ 142,363	\$ 55,245	
Conceptual Stage Contingency		%	2%		\$ 284,726	\$ 110,491	
Subtotal - Soft Costs			10%		\$ 1,423,629	\$ 552,483	
TOTAL- Offsite Acute					\$ 17,937,719	\$ 6,960,908	
<b>GRAND TOTAL- Acute Site</b>	<b>Total</b>				<b>\$ 22,988,015</b>	<b>\$ 9,769,166</b>	

## UnionVillage

City of Henderson Development Agreement  
Allocation Method

On & Off Site Conceptual Budget Estimate - DRAFT

Last Updated: September 27, 2012

### COLUMN A

#### PHASE 1 (TOTAL of A, B, and C)

##### ON SITE

Description	Current	Notes
<b>Water</b>		
Water Lines - 10" Class 150 PVC Valves	\$ -	DA Exhibit , Allocated
Single Water Service Box	\$ -	-
Fire Hydrants	\$ -	-
Subtotal - Water	\$ -	
<b>Sewer</b>		
Sanitary 15" - SDR 35	\$ -	DA Exhibit , Allocated
Sanitary 12" - SDR 35	\$ -	-
Sanitary 10" - SDR 35	\$ -	-
Sanitary 8" - SDR 35	\$ -	-
Sanitary 6" - SDR 35	\$ -	-
Precast Manhole	\$ -	-
Subtotal - Sewer	\$ -	
<b>Storm</b>		
48" RCP	\$ -	DA Exhibit , Allocated
36x60 HERCP	\$ -	-
35x53	\$ -	-
24x35	\$ -	-
36" RCP	\$ -	-
30" RCP	\$ -	-
60" MH	\$ -	-
48" MH	\$ -	-
CB	\$ -	-
Floodwall	\$ -	-
Reclaim Water	\$ -	-
Subtotal - Storm	\$ -	
<b>Internal Roads</b>		
Roadwork - Phase 1A	\$ 215,683	DA Exhibit & TIA , Allocated
Landscape & Irrig (Public ROW only)	\$ 77,903	DA Exhibit & TIA , Allocated
Roadwork - Phase 1B	\$ 867,044	DA Exhibit & TIA , Allocated
Landscape & Irrig (Public ROW only)	\$ 313,168	DA Exhibit & TIA , Allocated
Roadwork - Phase 1C	\$ 414,111	DA Exhibit & TIA , Allocated
Landscape & Irrig (Public ROW only)	\$ 149,573	DA Exhibit & TIA , Allocated
Dirt	\$ -	DA Exhibit & TIA , Allocated
	\$ 1,343,842	By Individual User
	\$ -	DA Exhibit & TIA , Allocated
Subtotal - Internal Roads	\$ 3,381,321	
<b>Parks, Trails &amp; Open Space</b>		
Park	\$ 1,206,528	DA Exhibit , Allocated
Trail	\$ 568,107	-
Open Space	\$ 320,348	-
Subtotal - Parks, Trails & Open Space	\$ 2,094,983	
<b>Soft Costs</b>		
Design	\$ 5,476,366	
Project Management	\$ 328,578	
Master Developer	\$ 108,528	
Other	\$ 273,815	
Permitting	\$ 54,763	
Conceptual Stage Contingency	\$ 109,528	
Subtotal - Soft Costs	\$ 6,451,578	
<b>Total - Onsite Acute</b>	<b>\$ 14,233,840</b>	

## UnionVillage

City of Henderson Development Agreement  
Allocation Method

On & Off Site Conceptual Budget Estimate - DRAFT

Last Updated: September 27, 2012

### COLUMN C

#### REMAINDER

##### ON SITE

Description	Current	Notes
<b>Water</b>		
Water Lines - 10" Class 150 PVC Valves	\$ 577,500	DA Exhibit , Allocated
Single Water Service Box	\$ 66,960	-
Fire Hydrants	\$ 80,000	-
Subtotal - Water	\$ 724,460	
<b>Sewer</b>		
Sanitary 15" - SDR 35	\$ 85,020	DA Exhibit , Allocated
Sanitary 12" - SDR 35	\$ 96,330	-
Sanitary 10" - SDR 35	\$ 24,375	-
Sanitary 8" - SDR 35	\$ 547,500	-
Sanitary 6" - SDR 35	\$ 122,640	-
Precast Manhole	\$ 75,800	-
Subtotal - Sewer	\$ 951,465	
<b>Storm</b>		
48" RCP	\$ 185,760	DA Exhibit , Allocated
36x60 HERCP	\$ 247,970	-
35x53	\$ 38,760	-
24x35	\$ 27,720	-
36" RCP	\$ 571,415	-
30" RCP	\$ 358,020	-
60" MH	\$ 60,000	-
48" MH	\$ 67,200	-
CB	\$ 117,000	-
Floodwall	\$ 226,600	-
Reclaim Water	\$ -	-
Subtotal - Storm	\$ 1,900,645	
<b>Internal Roads</b>		
Roadwork - Phase 1A	\$ 137,317	DA Exhibit & TIA , Allocated
Landscape & Irrig (Public ROW only)	\$ 49,598	DA Exhibit & TIA , Allocated
Roadwork - Phase 1B	\$ 182,646	DA Exhibit & TIA , Allocated
Landscape & Irrig (Public ROW only)	\$ 65,970	DA Exhibit & TIA , Allocated
Roadwork - Phase 1C	\$ 263,649	DA Exhibit & TIA , Allocated
Landscape & Irrig (Public ROW only)	\$ 95,227	DA Exhibit & TIA , Allocated
Dirt	\$ -	DA Exhibit & TIA , Allocated
	\$ 855,372	By Individual User
	\$ -	DA Exhibit & TIA , Allocated
Subtotal - Internal Roads	\$ 1,649,978	
<b>Parks, Trails &amp; Open Space</b>		
Park	\$ 1,057,503	DA Exhibit , Allocated
Trail	\$ 495,628	-
Open Space	\$ 280,780	-
Subtotal - Parks, Trails & Open Space	\$ 1,833,911	
<b>Soft Costs</b>		
Design	\$ 3,483,980	
Project Management	\$ 209,033	
Master Developer	\$ 69,678	
Other	\$ 174,194	
Permitting	\$ 34,839	
Conceptual Stage Contingency	\$ 89,678	
Subtotal - Soft Costs	\$ 3,951,389	
<b>Total - Onsite Non Acute</b>	<b>\$ 4,389,701</b>	

## Union Village

City of Henderson Development Agreement

Allocation Method

On & Off Site Conceptual Budget Estimate - DRAFT

Last Updated: September 27, 2012

### COLUMN A

#### PHASE 1 (TOTAL of A, B, and C)

Description	Current Cost	Notes
<b>Roads</b>	\$ -	
Impacts to Network	\$ 1,834,810	from prior study as estimate
Roadways	\$ 774,225	Gibson and Galleria ONLY
Signal - Phase 1A	\$ 305,649	
Signal - Phase 1B	\$ 826,298	
Signal - Phase 1C	\$ 611,266	
Half Roadway - Phase 1A	\$ 299,889	DA Exhibit & TIA Allocated
Half Roadway - Phase 1B	\$ 1,101,092	DA Exhibit & TIA Allocated
Half Roadway - Phase 1C	\$ 342,327	DA Exhibit & TIA Allocated
Stufflebeam property line to Stephanie	\$ 2,018,290	DA Exhibit & TIA Allocated
Stephanie 3rd LH turn	\$ 107,031	
Full Stephanie Improvements	\$ 1,651,328	deduct in COH does north
Addition of Stufflebeam - ROW costs	\$ 698,445	\$3,776,650
<b>Subtotal - Road</b>	\$ 5,372,873	
<b>Water</b>		
12" Water connection w/valve	\$ 32,251	DA Exhibit, Allocated
Extend 12" Waterlines from northwest	\$ 241,749	
Extend 12" Waterlines from property line through	\$ 557,816	
12" gate valve	\$ 27,268	
Fire Hydrant Assembly	\$ 57,388	
Single Water Service and Meter Box	\$ 54,706	
20" OD Steel Pipe Casing	\$ 9,684	
Asphalt Replacement Patch (Stephanie)	\$ 37,661	
Directional Drill 12" Waterline	\$ 4,035	
Connection to existing 10" with reducer	\$ 3,013	
<b>Subtotal - Water</b>	\$ 1,306,999	
<b>Sewer</b>		
15" PVC SDR 35 Sewer Main	\$ 285,945	DA Exhibit, Allocated
4-Ft Dia. Standard Precast Manhole	\$ 13,307	
Connect to Existing Sanitary Manhole	\$ 287	
Asphalt Replacement Patch (Gibson)	\$ 100,430	
<b>Subtotal - Sewer</b>	\$ 490,969	
<b>Storm Drain</b>		
60" RCP storm conduit SE to Boulder	\$ 698,641	DA Exhibit, Allocated
36" RCP storm conduit NE to Boulder	\$ 157,641	
54" RCP storm conduit to new 80" Gibson	\$ 15,983	
Dual 48" RCP storm conduit north	\$ 395,493	
48" RCP storm conduit Galleria	\$ 30,208	
48" RCP storm conduit Stufflebeam	\$ 47,954	
30" RCP storm conduit Stufflebeam	\$ 26,070	
24" RCP storm conduit Stufflebeam	\$ 33,248	
Precast Storm Drain Manhole 60" Diameter	\$ 91,928	
Precast Catch Basin	\$ 7,404	
Utility Relocations/Adjustments	\$ 30,850	
Outfall Structure Connection	\$ 22,212	
Asphalt Replacement Patch	\$ 431,900	
<b>Subtotal - Storm Drain</b>	\$ 2,188,579	
<b>Dry Utilities</b>		
Power	\$ -	By Individual User
<b>Subtotal - Other Factors</b>	\$ -	
<b>Master Site - Other Factors</b>		
Traffic Control	\$ -	DA Exhibit, Allocated
<b>Subtotal - Other Factors</b>	\$ 325,000	
<b>Soft Costs</b>		
Design	\$ 14,185,798	
Project Management	\$ 849,848	
Master Developer	\$ 283,316	
Other	\$ 708,290	
Permitting	\$ 141,658	
Conceptual Stage Contingency	\$ 283,316	
<b>Subtotal - Soft Costs</b>	\$ 1,416,580	
<b>Subtotal - Offsite Acute</b>	\$ 3,693,107	
<b>TOTAL - Offsite Acute</b>	#####	
<b>GRAND TOTAL - Acute Site</b>	#####	

## Union Village

City of Henderson Development Agreement

Allocation Method

On & Off Site Conceptual Budget Estimate - DRAFT

Last Updated: September 27, 2012

### COLUMN C

#### REMAINDER

Description	Current Cost	Notes
<b>Roads</b>	\$ -	
Impacts to Network	\$ 1,165,190	from prior study as estimate
Roadways	\$ 620,775	Gibson and Galleria ONLY
Signal - Phase 1A	\$ 194,351	
Signal - Phase 1B	\$ 173,702	
Signal - Phase 1C	\$ 388,702	
Half Roadway - Phase 1A	\$ 190,695	DA Exhibit & TIA Allocated
Half Roadway - Phase 1B	\$ (270,892)	DA Exhibit & TIA Allocated
Half Roadway - Phase 1C	\$ 217,673	DA Exhibit & TIA Allocated
Stufflebeam property line to Stephanie	\$ 1,281,710	DA Exhibit & TIA Allocated
Stephanie 3rd LH turn	\$ 67,869	
Full Stephanie Improvements	\$ 1,048,671	deduct in COH does north
Addition of Stufflebeam - ROW costs	\$ 570,155	\$2,388,350
<b>Subtotal - Road</b>	\$ 5,649,104	\$ 7,299,832
<b>Water</b>		
12" Water connection w/valve	\$ 12,719	DA Exhibit, Allocated
Extend 12" Waterlines from northwest	\$ 95,251	
Extend 12" Waterlines from property line	\$ 219,784	
12" gate valve	\$ 10,740	
Fire Hydrant Assembly	\$ 22,612	
Single Water Service and Meter Box	\$ 21,554	
20" OD Steel Pipe Casing	\$ 3,816	
Asphalt Replacement Patch (Stephanie)	\$ 14,839	
Directional Drill 12" Waterline	\$ 1,390	
Connection to existing 10" with reducer	\$ 1,187	
<b>Subtotal - Water</b>	\$ 404,093	
<b>Sewer</b>		
15" PVC SDR 35 Sewer Main	\$ 104,785	DA Exhibit, Allocated
4-Ft Dia. Standard Precast Manhole	\$ 5,243	
Connect to Existing Sanitary Manhole	\$ 113	
Asphalt Replacement Patch (Gibson)	\$ 39,570	
<b>Subtotal - Sewer</b>	\$ 149,711	
<b>Storm Drain</b>		
60" RCP storm conduit SE to Boulder	\$ 401,758	DA Exhibit, Allocated
36" RCP storm conduit NE to Boulder	\$ 46,358	
54" RCP storm conduit to new 80" Gibson	\$ 9,927	
Dual 48" RCP storm conduit north	\$ 693,147	
48" RCP storm conduit Galleria	\$ 18,752	
48" RCP storm conduit Stufflebeam	\$ 84,046	
30" RCP storm conduit Stufflebeam	\$ 45,690	
24" RCP storm conduit Stufflebeam	\$ 58,272	
Precast Storm Drain Manhole 60" Diameter	\$ 94,072	
Precast Catch Basin	\$ 4,596	
Utility Relocations/Adjustments	\$ 19,150	
Outfall Structure Connection	\$ 13,788	
Asphalt Replacement Patch	\$ 266,100	
<b>Subtotal - Storm Drain</b>	\$ 1,757,657	
<b>Dry Utilities</b>		
Power	\$ -	By Individual User
<b>Subtotal - Other Factors</b>	\$ -	
<b>Master Site - Other Factors</b>		
Traffic Control	\$ 250,000	DA Exhibit, Allocated
<b>Subtotal - Other Factors</b>	\$ 250,000	
<b>Soft Costs</b>		
Design	\$ 821,056	
Project Management	\$ 482,634	
Master Developer	\$ 164,211	
Other	\$ 410,528	
Permitting	\$ 82,106	
Conceptual Stage Contingency	\$ 164,211	
<b>Subtotal - Soft Costs</b>	\$ 2,114,746	
<b>Subtotal - Offsite Non Acute</b>	\$ 2,134,747	
<b>TOTAL - Offsite Non Acute</b>	\$ 10,345,310	
<b>GRAND TOTAL - Non Acute Site</b>	\$ 14,735,011	

# Union Village

City of Henderson Development Agreement

Total

On & Off Site Conceptual Budget Estimate - DRAFT

Last Updated: September 27, 2012

# DRAFT

## TOTAL On & Off Site Conceptual Budget Estimate (unescalated)

ON SITE									
Description	Quan	Unit	Raw Unit Cost	Mark	Cont	Total Unit Cost	Total Cost	Notes	
<b>Water</b>									
Water Lines - 10" Class 150 PVC Valves	7,700	SF	75.00	-	-	75.00	\$ 577,500	DA Exhibit , Allocated	
Single Water Service Box	36	SF	1,860.00	-	-	1,860.00	\$ 66,960	-	
Fire Hydrants	20	SF	4,000.00	-	-	4,000.00	\$ 80,000	-	
Subtotal - Water							\$ 724,460		
<b>Sewer</b>									
Sanitary 15" - SDR 35	1,090	SF	78.00	-	-	78.00	\$ 85,020	DA Exhibit , Allocated	
Sanitary 12" - SDR 35	1,235	SF	78.00	-	-	78.00	\$ 96,330	-	
Sanitary 10" - SDR 35	325	SF	75.00	-	-	75.00	\$ 24,375	-	
Sanitary 8" - SDR 35	7,500	SF	73.00	-	-	73.00	\$ 547,800	-	
Sanitary 6" - SDR 35	1,680	SF	73.00	-	-	73.00	\$ 122,640	-	
Precast Manhole	27	SF	2,800.00	-	-	2,800.00	\$ 75,600	-	
Subtotal - Sewer							\$ 951,465		
<b>Storm</b>									
48" RCP	645	SF	288.00	-	-	288.00	\$ 185,760	DA Exhibit , Allocated	
36" RCP	805	SF	274.00	-	-	274.00	\$ 247,970	-	
35x53	170	SF	228.00	-	-	228.00	\$ 38,760	-	
24x38	165	SF	168.00	-	-	168.00	\$ 27,720	-	
36" RCP	3,835	SF	149.00	-	-	149.00	\$ 571,415	-	
30" RCP	3,315	SF	108.00	-	-	108.00	\$ 358,020	-	
60" MH	10	SF	6,000.00	-	-	6,000.00	\$ 60,000	-	
48" MH	24	SF	2,800.00	-	-	2,800.00	\$ 67,200	-	
CB	39	SF	3,000.00	-	-	3,000.00	\$ 117,000	-	
Floodwall	5,600	SF	40.50	-	-	40.50	\$ 226,800	-	
Reclaim Water	-	SF	48.00	-	-	48.00	\$ -	-	
Subtotal - Storm							\$ 1,900,645		
<b>ON SITE WORK</b>									
Internal Roads	15%			15%	10%				
Roadwork - Phase 1A	1,000	LF	353.00	-	-	353.00	\$ 353,000	DA Exhibit & TIA , Allocated	
Landscape & Irrig (Public ROW only)	30,000	SF	4.25	-	-	4.25	\$ 127,500	-	
Roadwork - Phase 1B	2,974	LF	353.00	-	-	353.00	\$ 1,049,690	-	
Landscape & Irrig (Public ROW only)	89,209	SF	4.25	-	-	4.25	\$ 379,137	-	
Roadwork - Phase 1C	1,920	LF	353.00	-	-	353.00	\$ 677,760	-	
Landscape & Irrig (Public ROW only)	57,600	SF	4.25	-	-	4.25	\$ 244,800	-	
Dirt	131,308	CY	16.75	-	-	16.75	\$ 2,199,414	-	
Subtotal - Internal Roads							\$ 5,021,901		
<b>Parks, Trails &amp; Open Space</b>									
Park	335,412	SF	6.75	-	-	6.75	\$ 2,264,031	DA Exhibit , Allocated	
Trail	322,344	SF	3.30	-	-	3.30	\$ 1,063,735	-	
Open Space	300,564	SF	2.00	-	-	2.00	\$ 601,128	-	
Subtotal - Parks, Trails & Open Space			24.00	-	-	24.00	\$ 3,928,894		
<b>Soft Costs</b>									
Design		%	6%				\$ 537,612		
Project Management		%	2%				\$ 179,204		
Master Developer		%	5%				\$ 448,010		
Other		%	1%				\$ 88,802		
Permitting		%	2%				\$ 179,204		
Conceptual Stage Contingency		%	10%				\$ 896,020		
Subtotal - Soft Costs							\$ 2,329,651		
<b>Total - Onsite Master Site</b>							<b>Total</b>	<b>\$ 11,289,846</b>	

**UnionVillage**

City of Henderson Development Agreement

Total

On & Off Site Conceptual Budget Estimate - DRAFT

Last Updated: September 27, 2012

**DRAFT**

**TOTAL On & Of Site Conceptual Budget Estimate (unescalated)**

OFF SITE								
Description	Quan	Unit	Raw Unit Cost	Mark Up	Contingency	Total Unit Cost	Total Cost	Notes
<b>Roads</b>								
Impacts to Network	3	Ea	1,000,000	-	-	1,000,000.00	\$ 3,000,000	2614675 from prior study as estimate DA Exhibit & TIA Allocated
Roadways	3,100	LF	450.00	-	-	450.00	\$ 1,395,000	DA Exhibit & TIA Allocated
Signal - Phase 1A	1	Ea	500,000.00	-	-	500,000.00	\$ 500,000	DA Exhibit & TIA Allocated
Signal - Phase 1B	2	Ea	500,000.00	-	-	500,000.00	\$ 1,000,000	DA Exhibit & TIA Allocated
Signal - Phase 1C	2	Ea	500,000.00	-	-	500,000.00	\$ 1,000,000	DA Exhibit & TIA Allocated
Half Roadway - Phase 1A	1,752	Ea	280	-	-	280.00	\$ 490,595	DA Exhibit & TIA Allocated
Half Roadway - Phase 1B	2,965	Ea	280	-	-	280.00	\$ 830,200	DA Exhibit & TIA Allocated
Half Roadway - Phase 1C	2,000	Ea	280	-	-	280.00	\$ 560,000	DA Exhibit & TIA Allocated
Stufflebeam property line to Stephanie	1	LS	3,300,000	-	-	3,300,000.00	\$ 3,300,000	DA Exhibit & TIA Allocated
Stephanie Jrd LH turn	1	LS	175,000	-	-	175,000.00	\$ 175,000	DA Exhibit & TIA Allocated
Full Stephanie Improvements	1	LS	2,700,000	-	-	2,700,000.00	\$ 2,700,000	deduct in COH does north
Addition of Stufflebeam - ROW costs	1	LS	1,469,000	-	-	1,469,000.00	\$ 1,469,000	\$6,175,000
Subtotal - Mobility improvements							\$ 16,419,795	21,451,000
<b>Water</b>								
12" Water connection w/valve	3	Ea	15,000.00	-	-	15,000.00	\$ 45,000	DA Exhibit, Allocated
Extend 12" Waterlines from northwest to	3,370	LF	100.00	-	-	100.00	\$ 337,000	-
Extend 12" Waterlines from property line	3,240	LF	240.00	-	-	240.00	\$ 777,600	-
12" gate valve	20	Ea	1,900.00	-	-	1,900.00	\$ 38,000	-
Fire Hydrant Assembly	20	Ea	4,000.00	-	-	4,000.00	\$ 80,000	-
Single Water Service and Meter Box	41	Ea	1,860.00	-	-	1,860.00	\$ 76,260	-
20" OD Steel Pipe Casing	90	LF	150.00	-	-	150.00	\$ 13,500	-
Asphalt Replacement Patch (Stephanie)	300	SY	175.00	-	-	175.00	\$ 52,500	-
Directional Drill 12" Waterline	75	LF	75.00	-	-	75.00	\$ 5,625	-
Connection to existing 10" with reducer	1	Ea	4,200.00	-	-	4,200.00	\$ 4,200	-
Subtotal - Water							\$ 1,429,685	
<b>Sewer</b>								
18" PVC SDR 35 Sewer Man	2,630	LF	131.00	-	-	131.00	\$ 370,730	DA Exhibit, Allocated
4-Ft Dia. Standard Precast Manhole	7	Ea	2,650.00	-	-	2,650.00	\$ 18,550	-
Connect to Existing Sanitary Manhole	1	Ea	400.00	-	-	400.00	\$ 400	-
Asphalt Replacement Patch (Gibson)	600	SY	175.00	-	-	175.00	\$ 140,000	-
Subtotal - Sewer							\$ 529,680	
<b>Storm Drain</b>								
80" RCP storm conduit SE to Boulder	3,275	LF	336.00	-	-	336.00	\$ 1,100,400	DA Exhibit, Allocated
36" RCP storm conduit NE to Boulder	850	LF	240.00	-	-	240.00	\$ 204,000	-
54" RCP storm conduit to new 60" Gibson	80	LF	288.00	-	-	288.00	\$ 23,040	-
Dual 48" RCP storm conduit north	1,890	LF	576.00	-	-	576.00	\$ 1,088,640	-
48" RCP storm conduit Galleria	170	LF	288.00	-	-	288.00	\$ 48,960	-
36" RCP storm conduit Stufflebeam	550	LF	240.00	-	-	240.00	\$ 132,000	-
30" RCP storm conduit Stufflebeam	480	LF	156.00	-	-	156.00	\$ 71,760	-
24" RCP storm conduit Stufflebeam	640	LF	143.00	-	-	143.00	\$ 91,520	-
Precast Storm Drain Manhole 60" Diameter	31	Ea	6,000.00	-	-	6,000.00	\$ 186,000	-
Precast Catch Basin	4	Ea	3,000.00	-	-	3,000.00	\$ 12,000	-
Utility Relocations/Adjustments	1	LS	50,000.00	-	-	50,000.00	\$ 50,000	-
Outfall Structure Connection	3	Ea	12,000.00	-	-	12,000.00	\$ 36,000	-
Asphalt Replacement Patch	4,000	SY	175.00	-	-	175.00	\$ 700,000	-
Subtotal - Storm Drain							\$ 3,747,200	
<b>Dry Utilities</b>								
Power Distribution	-	EA	-	-	-	-	\$ -	By Individual User
Subtotal - Dry Utilities							\$ -	
<b>Master Site - Other Factors</b>								
Traffic Control	10	LS	25,000.00	-	-	25,000.00	\$ 250,000	DA Exhibit, Allocated
Master Site Studies	1			-	-		\$ 325,000	
Subtotal - Other Factors							\$ 575,000	
<b>Soft Costs</b>								
Design		%	8%				\$ 1,362,082	
Project Management		%	2%				\$ 454,027	
Master Developer		%	5%				\$ 1,135,068	
Other		%	1%				\$ 227,014	
Permitting		%	2%				\$ 454,027	
Conceptual Stage Contingency		%	10%				\$ 2,270,135	
Subtotal - Soft Costs							\$ 5,902,354	
<b>TOTAL - Offsite Master Site</b>						<b>Total</b>	<b>\$ 28,603,713</b>	
<b>GRAND TOTAL - Off &amp; On Site</b>						<b>Total</b>	<b>\$ 39,893,560</b>	

# Union Village

## *On & Off Site Conceptual Budget Estimate*

### **Parking Structure Cost Estiamtes**

<u>OPA #</u>	<u># Spaces</u>	<u>\$/space</u>	<u>Total</u>
53	1280	\$ 11,000.00	\$ 14,080,000.00
54	720	\$ 11,000.00	\$ 7,920,000.00
55	1440	\$ 11,000.00	\$ 15,840,000.00
56	1440	\$ 11,000.00	\$ 15,840,000.00
57	600	\$ 11,000.00	\$ 6,600,000.00
58	400	\$ 11,000.00	\$ 4,400,000.00
59	2160	\$ 11,000.00	\$ 23,760,000.00
60	540	\$ 11,000.00	\$ 5,940,000.00
61	694	\$ 11,000.00	\$ 7,634,000.00
62	488	\$ 11,000.00	\$ 5,368,000.00
63	368	\$ 3,000.00	\$ 1,104,000.00
64	332	\$ 3,000.00	\$ 996,000.00
65	179	\$ 3,000.00	\$ 537,000.00
66	124	\$ 3,000.00	\$ 372,000.00
67	613	\$ 3,000.00	\$ 1,839,000.00
68	347	\$ 3,000.00	\$ 1,041,000.00
69	146	\$ 3,000.00	\$ 438,000.00
70	243	\$ 3,000.00	\$ 729,000.00
71	184	\$ 3,000.00	\$ 552,000.00
72	200	\$ 3,000.00	\$ 600,000.00
73	321	\$ 3,000.00	\$ 963,000.00
74	84	\$ 3,000.00	\$ 252,000.00
75	185	\$ 3,000.00	\$ 555,000.00
76	138	\$ 3,000.00	\$ 414,000.00
77	195	\$ 3,000.00	\$ 585,000.00
78	32	\$ 3,000.00	\$ 96,000.00
79	145	\$ 3,000.00	\$ 435,000.00

**EXHIBIT D**  
**Construction Schedule**



**EXHIBIT E**

Recording requested by  
and when recorded mail to:

Redevelopment Agency of the City of Henderson  
240 Water Street  
Henderson, Nevada 89015  
Attn: Redevelopment Manager

Space above this line for Recorder's use.

**FORM OF CERTIFICATE OF COMPLETION**

This Certificate of Completion (the "**Certificate**") is made by the Redevelopment Agency of the City of Henderson, a public body, corporate and politic (the "**Agency**") effective as of \_\_\_\_\_, 20\_\_.

**RECITALS**

A. Agency and Union Village, LLC, a Nevada limited liability company ("**Participant**") entered into that certain Owner Participation Agreement (the "**OPA**") dated as of \_\_\_\_\_, 2012 concerning the redevelopment of certain real property described in Exhibit A attached hereto (the "**Property**").

B. Pursuant to Section 4.6 of the OPA, the Agency is required to furnish the Participant or its successors with a Certificate of Completion upon completion of construction of the Reimbursable Public Improvements in accordance with the OPA and issuance by the City of Henderson of a Certificate of Occupancy for the Reimbursable Public Improvements.

C. The Agency has determined that the Reimbursable Public Improvements have been satisfactorily completed in accordance with the OPA.

**NOW, THEREFORE**, Agency hereby certifies as follows:

1. The Reimbursable Public Improvements have been satisfactorily completed in conformance with the OPA.

2. All use, maintenance and nondiscrimination covenants contained in the OPA shall remain in effect and enforceable in accordance with the OPA. This Certificate does not constitute evidence of Participant's compliance with those covenants in the OPA that survive the issuance of this Certificate.

3. This Certificate shall not constitute evidence of compliance with or satisfaction of

any obligation of Participant to any holder of a deed of trust securing money loaned to finance the Reimbursable Public Improvements or any part thereof and shall not be deemed a notice of completion under the NRS, Chapter 108.

4. Nothing contained in this instrument shall modify any provisions of the OPA or any other document executed in connection therewith.

**IN WITNESS WHEREOF**, Agency has executed and issued this Certificate of Completion as of the date first written above.

**REDEVELOPMENT AGENCY  
OF THE CITY OF HENDERSON**

By:           **FORM-DO NOT SIGN**          

Name: \_\_\_\_\_  
          Executive Director

ATTEST:

By:           **FORM- DO NOT SIGN**            
          Agency Secretary

APPROVED AS TO FORM:

By:           **FORM-DO NOT SIGN**            
          Agency Counsel

**SIGNATURES MUST BE NOTARIZED.**

Exhibit A to Certificate of Completion

**PROPERTY**

**EXHIBIT F**  
**POLICIES & PROCEDURES FOR PERFORMANCE REVIEWS/AUDITS OF**  
**CITY OF HENDERSON REDEVELOPMENT PROJECTS**

**POLICIES & PROCEDURES FOR PERFORMANCE  
REVIEWS/AUDITS OF  
CITY OF HENDERSON REDEVELOPMENT PROJECTS**

## PURPOSE AND INTENT

The City of Henderson Redevelopment Agency (the "Agency") has and will continue to adopt Redevelopment Plans pursuant to Nevada Community Redevelopment Law, NRS Chapter 279. The Redevelopment Plans designate the boundaries of redevelopment land area, each as hereinafter defined known as a Redevelopment Area. In furtherance of the Redevelopment Plans, the Agency may approve the application of public funds to finance all or a portion of the cost of Infrastructure Improvements as hereinafter defined. The Agency has determined that it is in the best interest of the Agency to adopt a standard policy regarding management and oversight of development and funding of Infrastructure Improvements within the Redevelopment Area. This Policy shall not apply to public works projects, local improvement districts or financial distributions under programs other than Nevada Community Redevelopment Law, NRS Chapter 279.

This Policy is intended only to describe and/or clarify the procedures of the Agency for prospective redevelopment projects and shall not modify, replace or supersede any provisions of any Owner Participation Agreement, Development Agreement, Disposition and Development Agreement or other agreement for distribution of public funds by the Agency ("RDA Agreement"). If any provision of this Policy conflicts with any provision of a RDA Agreement, then such Policy provision shall not apply to the Redevelopment Project associated with said RDA Agreement; all other provisions of this Policy shall remain in effect.

## DEFINITIONS

Whenever used in this Policy, the following terms shall have the following meanings unless a different meaning is assigned by the provisions of an RDA Agreement:

“Agency” means the City of Henderson Redevelopment Agency.

“City” means the City of Henderson, Nevada.

“City Council” means the City Council of the City of Henderson, Nevada.

“Completion” when used in reference to Private Infrastructure Improvements means that construction of said Private Improvements has been completed to the point that City has issued a certificate of occupancy for said Private Improvements, or when used in reference to Public Infrastructure Improvements means that construction of said Public Improvements has been completed to the point that City has indicated in writing that it will accept the dedication and conveyance of said Improvements.

“Eligible Costs” means Improvement Costs that are eligible for Reimbursement under the provisions of a RDA Agreement and have been audited in accordance with the Agreement and the procedures set forth in this Policy.

“Improvement Costs” means the actual costs incurred and paid by a Participant toward land acquisition, design, development and/or construction of Infrastructure Improvements in a Redevelopment Area, all or part of which may be eligible for Reimbursement under the provisions of an RDA Agreement. Improvements Costs do not include the cost of interest on said actual costs, except as may be allowed in the RDA Agreement.

“Infrastructure Improvements” means Private Infrastructure Improvements and/or Public Infrastructure Improvements as addressed in the RDA Agreement.

“NRS” means Nevada Revised Statutes as amended.

“Participant” means the party who has entered into an RDA Agreement with the Agency and their permitted successors and assigns regarding a Redevelopment Project within a Redevelopment Area.

“Performance Audit” or “Performance Review” means a review of Improvements Costs of a Redevelopment Project or a Project Segment performed by or under the

supervision of the Agency or City, or a Consultant selected and retained by Agency to perform said review.

“Performance Review Consultant” or “Consultant” means the Agency or City employee, or third party professional services company, selected and retained by Agency to perform a Performance Review.

“Private Infrastructure Improvements” or “Private Improvements” means infrastructure improvements and/or improvements to real property designed, developed and/or constructed by Participant to serve a Redevelopment Area that will NOT be dedicated or conveyed to the City.

“Progress Reports” means periodic reports of the progress of design, development and/or construction of a Redevelopment Project and accrued Improvements Costs submitted to the Agency by Participant at specific intervals in accordance with the provisions of the applicable RDA Agreement.

“Project Segment”, where used in this Policy, means the design, development and/or construction of specific Infrastructure Improvements for a Redevelopment Project identified in a RDA Agreement, all or part of which may be eligible for Reimbursement under the provisions of the RDA Agreement.

“Public Infrastructure Improvements” or “Public Improvements” means those infrastructure improvements designed, developed and/or constructed by Participant to serve a Redevelopment Area that will be dedicated and conveyed to the City in accordance with the provisions of an RDA Agreement.

“RDA Agreement” or “Agreement” means an Owner Participation Agreement, Disposition and Development Agreement, Development Agreement or other agreement between Agency and owner(s) of real property located in a Redevelopment Area.

“Redevelopment Area”, where used in this Policy, means the land area included within the boundaries of any of several areas within the City specifically designated as a Redevelopment Area in the Redevelopment Plan.

“Redevelopment Plan”, where used in this Policy, means the program for Redevelopment Projects located in any of several areas within the City specifically designated as Redevelopment Areas as approved by City Council, as amended from time to time.

“Redevelopment Project” or “Project”, where used in this Policy, means the design, development and construction of Infrastructure Improvements to serve a Redevelopment Area in accordance with the provisions of a RDA Agreement.

"Reimbursement" means any payment made by Agency to a Participant for all or part of the Improvement Costs of a Redevelopment Project or a Project Segment in accordance with the provisions of a RDA Agreement.

"Request for Reimbursement" means a request submitted by Participant for Reimbursement of Eligible Costs for a Redevelopment Project or a Project Segment prepared, submitted and reviewed in accordance with this Policy and with the provisions of the applicable RDA Agreement.

"Working Days" means calendar days when the Agency is open for business to the public.

## **RDA AGREEMENTS**

Participants who wish to develop a Redevelopment Project or to participate in development of a Redevelopment Project may be required to enter into a RDA Agreement with the Agency. The RDA Agreement may require the Participant to join in the recordation of such documents which, in the discretion of the Agency, may be necessary to ensure that the Redevelopment Project will be developed in accordance with the Redevelopment Plan and the provisions of the RDA Agreement.

Participants who wish to obtain Reimbursement for design, development and/or construction of Infrastructure Improvements comprising or serving a Redevelopment Project must enter into a RDA Agreement with the Agency. The RDA Agreement may require the Participant to submit Progress Reports and other documentation to the Agency during design, development and/or construction of a Redevelopment Project or a Project Segment to verify and validate expenditures and completion of work and to effectuate the purposes and provisions of the Redevelopment Plan.

The RDA Agreement may also require the Participant to submit financial and/or other documentation to the Agency after Completion of the design, development and/or construction of the Infrastructure Improvements which, in the discretion of the Agency, may be necessary to verify Improvement Costs and evaluate Eligible Costs. The RDA Agreement may also require the Participant to submit any other information to the Agency which, in the discretion of the Agency, is relevant to the amount of Reimbursement under the provisions of the RDA Agreement. This Policy may be incorporated into a RDA Agreement, but unless specifically set forth therein shall not modify, replace or supersede any provisions of any RDA Agreement.

## **I. PROJECT BUDGET AND SCOPE OF WORK**

1. Participant shall deliver to Agency a budget and scope of work, which shall set forth in sufficient detail the standard specifications and schedule, with (a) line items including detailed estimates and list of product, material and labor or (b) schedules of value allocating price among work to be completed, provided that the Participant's and contractor's fee shall be shown as a single item. The budget and scope of work shall be delivered to Agency prior to execution of the RDA Agreement and Agency shall approve the budget and scope pursuant to the RDA Agreement. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the Project progresses, Participant shall notify Agency of material adjustments to the budget and cost of work, and in the event the costs exceed the budget, then Participant shall propose adjustments to the Project's size, quality or budget, as acceptable to the Agency in its reasonable discretion. As used herein, "material" shall mean any adjustment equal to or greater than (i) 10% variance for the line item set forth in the budget or (ii) 5% of the total budget. Participant shall provide written notice to Agency of such adjustment within thirty (30) calendar days. The budget and scope of work may be in electronic data in form acceptable to Agency. The budget, as approved by the Agency, shall set forth the Eligible Costs.
2. Participant shall deliver to Agency the following: a program setting forth the Project objectives, schedule, constraints, criteria (including space requirements and relationships, special equipment, systems and site requirements); surveys and legal information; architectural design, including structural, mechanical, electrical and civil engineering services; landscape and irrigation improvements; construction documents; construction procurement bidding process and results; and other information required by Agency. The Project objectives, schedule, and other documents required by Agency in connection with its approvals, shall be delivered to Agency prior to execution of the RDA Agreement. Unless otherwise set forth in the RDA Agreement, all other documents shall be delivered to Agency within fifteen (15) calendar days of receipt thereof by the Participant. Participant shall use standard form AIA Contract Documents, which may be adjusted as mutually agreed by the parties.
3. In connection with each construction contract, Participant shall comply with Agency policy and approvals and applicable law, including, without limitation, the provisions of NRS 279.498 (competitive bidding), 279.500 (prevailing

wage) and 332.039 (advertising/solicitation), and regulations adopted pursuant thereto.

4. All Eligible Costs submitted for Reimbursement must comply with the Agency procurement policy, approvals and applicable laws.
5. A retention fee of 10% shall be withheld from each application for payment. The retention fee shall be disbursed to Participant upon final payment. Retention may be reduced to 5% at the discretion of the Agency once the project is considered 90% complete.

## **II. PROGRESS REPORTS**

Participant shall submit Progress Reports for Eligible Costs to Agency during the design, development and construction of Infrastructure Improvements serving a Redevelopment Project as set forth in the RDA Agreement. Unless otherwise set forth in the RDA Agreement, the Progress Reports shall be submitted to Agency on a quarterly basis no later than thirty (30) calendar days after the end of the quarter ending March, June, September and December.

Said Progress Reports shall be prepared and submitted by Participant in conformance with the provisions of the RDA Agreement and the following standards:

### **1. General:**

- a. A separate Progress Report shall be submitted to Agency for each Project Segment listed in the RDA Agreement at the specified intervals.
- b. Each Progress Report shall be accompanied by a dated transmittal.
- c. Progress Reports may be submitted electronically in PDF format.
- d. If submitted in hard-copy form, each Progress Report shall be submitted in a binder, which will be retained by Agency.
- e. Copies, not originals, of all required documents submitted in hard-copy form shall be provided by Participant.
- f. Originals of all required documents shall be made available by Participant for inspection by Agency, if requested.
- g. Each contract should be separated using tabs to facilitate Agency review.

### **2. Progress Report Binders (or electronic folder):**

- a. Each Progress Report binder (or electronic folder) shall contain the following minimum information:
  - i. Cover sheet with the following:
    1. Redevelopment Area name.
    2. Redevelopment Project name.
    3. Project Segment name.
    4. Participant contact name and contact information.
  - ii. Table of contents with the following:
    1. List of all construction contractors included in the Progress Report.
    2. List of all consultants (design, surveying, structural, soils testing, geotechnical, etc.) included in the Progress Report.
  - iii. Spreadsheet with financial impact and description of all changed conditions (contracts, contract change orders, purchase orders,

- and/or work orders) incurred during the reporting period pertinent to the applicable Project Segment.
- iv. Spreadsheet with line items of all invoices paid during the reporting period pertinent to the applicable Project Segment.
  - v. Schedule for the design, development and construction of the Project Segment updated through the date of the reporting period.
- b. Each Progress Report shall contain the following minimum information for each contractor and consultant (design, surveying, structural, soils testing, geotechnical, etc.):
- i. Copy of all new signed commitments (contracts, contract change orders, design phase contract changes and professional services amendments, purchase orders, professional service agreements, contract amendments, and/or work orders) incurred during the reporting period pertinent to the applicable Project Segment. Costs that pertain to the applicable Project Segment shall be noted on a line item spreadsheet, including the impact on the Budget.
    - 1. All signed contract change orders shall be included:
      - a. Note on each change order whether it pertains to the applicable Project Segment.
      - b. Note the amount of each change order to be charged to the applicable Project Segment.
    - 2. Participant shall deliver copies to the Agency and Consultant of tests, inspections and reports required by law or Contract Documents, including structural, mechanical and chemical tests, tests for air and water pollution, and tests for hazardous materials.
  - ii. Copy of all invoices paid under the commitment and associated change orders during the reporting period pertinent to the applicable Project Segment. Costs that pertain to the applicable Project Segment shall be noted and reconciled upon the line item spreadsheet.

### **III. REQUESTS FOR REIMBURSEMENT**

Upon Completion of a Redevelopment Project or of one or more Project Segments, a Participant may submit for Reimbursement for Eligible Costs, if permitted to do so under the provisions of the RDA Agreement. Said Requests for Reimbursement shall be prepared and submitted by Participant in conformance with the provisions of the RDA Agreement and the following standards:

1. General:

- a. A separate Request for Reimbursement shall be submitted for each Project Segment listed in the RDA Agreement.
- b. Each Request for Reimbursement shall be accompanied by a Progress Report for the appropriate Project Segment.
- c. Each Request for Reimbursement shall be dated and submitted to the Consultant.
- d. Requests for Reimbursement may be submitted electronically in PDF format.
- e. If submitted in hard-copy form, each Request for Reimbursement shall be submitted in a binder.
- f. Copies, not originals, of all required documents submitted in hard-copy form shall be provided by Participant.
- g. Originals of all required documents shall be made available by Participant for inspection by Performance Review Consultant, if requested.
- h. Each contract should be separated using tabs to facilitate the audit process.
- i. Prevailing Wage Reports and As-Built Drawings should not be included in the Request for Reimbursement binder, but should be provided concurrently.

2. Request for Reimbursement Binders:

- a. Each Request for Reimbursement binder shall contain the following information:
  - i. Vicinity Map of the Redevelopment Area with the Redevelopment Project and Project Segment location highlighted.
  - ii. Upon completion of improvements under each separate prime contract, Notice of Completion of each work of improvement for the Project as described in NRS Chapter 108.

- iii. Completed Form of Request for Reimbursement executed by an authorized representative of Participant (see Exhibit A-1 Expenses).
  - iv. Executed conditional lien waivers of mechanic's liens from all contractors, consultants (including design consultants) and material suppliers, and in the case of final payment, Participant shall deliver final unconditional mechanic's lien waivers.
- b. Each Request for Reimbursement shall contain the following minimum information for each line item:
- i. Complete signed commitment (contract, purchase order, and/or work order):
    - 1. Costs that pertain to the applicable Project Segment shall be highlighted or noted.
    - 2. If percentages are being used, all calculations shall be shown on the invoice and/or check copies.
  - ii. All invoices paid under the commitment and associated change orders, in chronological order, with all related back-up:
    - 1. The cancelled check copy and remittance shall be stapled to the invoice.
    - 2. Costs that pertain to the applicable Project Segment shall be highlighted or noted.
    - 3. All invoices that cumulatively represent payment in full for the commitment and change orders shall be provided.
  - iii. Wrap Insurance, if applicable, shall be excluded from Eligible Costs.

**3. Prevailing Wage Reports:**

- a. A dated transmittal shall identify the Redevelopment Project and all Project Segments covered.
- b. Prevailing Wage Reports shall be submitted with each Request for Reimbursement to demonstrate compliance with the provisions of NRS Sections 338.010 through 338.090, inclusive, and regulations adopted pursuant thereto.
- c. If the Prevailing Wage Reports pertain to two or more Project Segments, all such Project Segments shall be identified.
- d. Prevailing Wage Reports shall be separated by construction contractor; and should be delivered in consecutive order (Report #1, 2, 3, 4, 5, 6, 7, etc.).
- e. Participant is encouraged to retain the original Prevailing Wage Reports to facilitate response to questions or comments from the City.

- 4. Representations:** The Participant shall represent the following with each Request for Reimbursement: the work completed to date is in conformance with the Contract Documents, the work has passed all required state and

governmental inspections, and the labor and materials have been paid through the date of the submittal, unless otherwise noted.

**5. As-Built Drawings:**

- a. A dated transmittal shall identify the Redevelopment Project, Project Segment(s), and the specific drawings provided.
- b. All drawings shall identify:
  - i. Redevelopment Project name.
  - ii. Project Segment(s) name(s).
  - iii. Project Segment(s) DSC number (assigned by the City Development Services Center).
- c. Each drawing shall be marked "As-Built".
- d. All drawings shall bear all required approvals, shall denote any and all changes, revisions, RFI's, field condition, etc, that occurred during the project construction phase. As-built underground utility conditions shall indicate exact locations including surveyed dimensions.
- e. Participant is required to have all As-Built Drawings provided by and/or reviewed by their architect, engineer, design professional (if any), general contractor and all sub-contractors to verify prior to submittal that the drawings satisfy the standards of this Policy and the provisions of the RDA Agreement and adequately depict the Public Infrastructure Improvements of the Project Segment(s).
- f. All drawings shall be delivered to Performance Review Consultant.

## **IV. PERFORMANCE REVIEWS/AUDITS OF REQUESTS FOR REIMBURSEMENT**

When a Participant submits a Request for Reimbursement for Improvements Costs for a Project Segment, the following procedures shall be observed by the Performance Review Consultant(s) in performing the Performance Review of said submittal:

1. General:
  - a. Upon receipt of a Request for Reimbursement binder, Consultant will label and identify each document and/or each set of pages comprising a document included in the binder.
  - b. Consultant will verify that Prevailing Wage Reports have been provided for each construction contractor as described in this Policy.
  - c. Consultant will verify that As-Built Drawings have been provided for the Project Segment as described in this Policy and have been labeled correctly.
  - d. Consultant will NOT begin review of the contents of the Request for Reimbursement binder until the associated Prevailing Wage Reports have been provided.
  - e. The inspection shall not be an exhaustive or continuous on-site inspection of quality or quantity and shall not verify code compliance or correct materials, which shall remain solely the Participant's obligation under the Contract Documents.
  
2. Predevelopment Feasibility Analysis: Consultant will prepare a constructability review, budget and bid analysis (including review of bidding documents, bidding procedures, bid validation/ proposal evaluation), document review, and sufficiency of funds to complete project. Consultant will prepare a Feasibility Analysis Report and Schedule of Eligible Costs.
  
3. Request for Reimbursement Binders:
  - a. Consultant will prepare a Performance Review Worksheet for each Request for Reimbursement Binder submitted (see sample included in the Exhibits section of this Policy). This worksheet will summarize the information included in the binder. The documents will be identified by the reference numbers assigned by Consultant.
  - b. Consultant will identify disallowed costs, if any, on the Performance Review Worksheet.
  - c. Consultant will evaluate Eligible Costs in accordance with the procedures set forth in this Policy and the provisions of the RDA Agreement.

4. Prevailing Wage Reports:

- a. Consultant will review Prevailing Wage Reports submittal for conformance (consecutively numbered) to verify a complete submittal, but will not audit the Reports.
- b. Consultant will notify Participant of any Prevailing Wage Reports numbered incorrectly.
- c. When Consultant has confirmed that all necessary Prevailing Wage Reports have been received, Consultant will forward the Reports to the City.

5. As-Built Drawings:

- a. Consultant will verify that As-Built Drawings bear all required identifying information.
- b. Consultant will verify that As-Built Drawings satisfy the standards of this Policy and the provisions of the RDA Agreement and adequately depict the Infrastructure Improvements of the Project Segment.
- c. Consultant will inform Participant if As-Built Drawings have been labeled incorrectly or determined to be incomplete; but any such drawings may not be returned to Participant by Consultant.
- d. Consultant will observe the constructed Infrastructure Improvements and inform Participant, City and Agency of any discrepancies observed.
- e. The Consultant may request additional information, tests and/or documentation in order to ensure conformance with the Contract Documents or require Participant to take other appropriate action. Such action shall be taken with reasonable promptness so as to cause no delay.

6. Reimbursement:

- a. If, under the provisions of the RDA Agreement, the amount of Reimbursement is to be based upon Participant's Eligible Costs, then Consultant will calculate the amount of Reimbursement based upon the Eligible Costs in accordance with the provisions of the RDA Agreement.
- b. Agency may require Participant to submit any additional information to the Agency which, in the discretion of the Agency, is relevant to calculation of the amount of Reimbursement.

7. Performance Review Consultant Report:

- a. Within 15 Working Days of receipt of all information required to be delivered in connection with a Request for Reimbursement, Consultant will prepare and submit to Agency a report detailing the analysis of the Request for Reimbursement and the results of the analysis. In the event Participant submits an incomplete Request for Reimbursement or incomplete Progress Report, at Agency's request Consultant may prepare its report based on assumptions specifically listed in such report.

- b. The Performance Review Consultant Report will contain the following information: progress and quality of work completed since the last inspection, conformance of the work with the requirements of the Contract Documents, total percentage of work on Project completed to date, outstanding materials on site, photos of physical progress, and identify the amount of Reimbursement and Eligible Costs.

## **V. SELECTION OF CONSULTANT AND FEES**

Agency may act as Consultant or engage other qualified City personnel, or a third party consultant, in its sole discretion. The Participant shall be responsible for payment of Consultant fees, whether performed by Agency or by other qualified City personnel, or a third party, incurred in connection with a Performance Audit or Review, pursuant to a fee schedule agreed to in advance by Participant. Consultant fees shall be due and payable pursuant to invoice, within thirty (30) calendar days of completion of Predevelopment Feasibility Analysis, Performance Review Worksheet, Performance Review Consultant Report or other services by Consultant in connection with the RDA Agreement. Failure to pay the Consultant fees shall be a default under the RDA Agreement.

**EXHIBIT A  
FORM OF REQUEST FOR REIMBURSEMENT**

Redevelopment Area:

Redevelopment Project:

Project Segment Name:

The undersigned, \_\_\_\_\_ a Participant Representative, hereby requests reimbursement for the Eligible Costs of the Project Segment or Segments described in the Request for Reimbursement. Capitalized undefined terms shall have the meanings ascribed thereto in the \_\_\_\_\_ Agreement ("Agreement"), dated \_\_\_\_\_ by and between the City of Henderson Redevelopment Agency ("Agency") and \_\_\_\_\_ ("Participant") and/or in the Policy and Procedures of Agency for Performance Reviews/Audits. In connection with this Request for Reimbursement, the undersigned hereby represents and warrants to Agency as follows with respect to the Project Segment completed heretofor and for which payment is requested hereby:

1. He (she) is a Participant Representative, qualified to execute this Form of Request for Reimbursement on behalf of the Participant and knowledgeable as to the matters forth herein.
2. Each of the Project Segments described in the Request for Reimbursement has been completed in accordance with the Contract Documents and approved Plans therefor.
3. The true and correct Actual Cost of each Project Segment.
4. Included in the Request for Reimbursement are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow Agency and the Performance Review Consultant to verify the Actual Cost of each Project Segment.
5. Participant has submitted or submits herewith to the Performance Review Consultant as-built drawings or similar plans and specifications for the Project Segments, and such drawings or plans and specifications, as applicable, are true, correct and complete.
6. The work for each Project Segment has passed all required City, state and governmental inspections.
7. The labor and materials have been paid through the date of the submittal, unless otherwise noted. There has not been filed with or served upon the Participant notice of any lien, right to lien or attachment upon, or claim affecting the right to receive the payment requested herein which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by operation of law. Copies of lien releases for all work for which payment is requested hereunder are included in the Request for Reimbursement.
8. Participant is in compliance with the terms and provisions of the Agreement and no default or event of default has occurred thereunder.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

\_\_\_\_\_  
Signature  
(Title)

\_\_\_\_\_  
Date



RAC

# REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

JANUARY 22, 2013

RAC-003

<b>SUBJECT</b>	A Resolution of the City of Henderson Redevelopment Agency of its Intent to Consider the Sale of the Pinnacle Building Located at 203 South Water Street for \$510,000
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the City Manager's Office
<b>RECOMMENDATION</b>	Approve

### FISCAL IMPACT:

No Impact                       Budgeted funds available                       Augmentation required

2092-1001-901100-H0014    Loss on Sale of Land    \$3,424,750.00

### BACKGROUND / DISCUSSION / ALTERNATIVES:

On October 19, 2004, the Agency approved the Disposition and Development Agreement with VLP Investments for construction of the Pinnacle building located at 203 Water Street, which provided for an Agency guaranty of the construction loan and also a five-year deferred loan of \$650,000. On March 15, 2005, an addendum increasing the deferred loan to \$950,000 was approved by the Agency, as well as the Agency providing a credit enhancement in the form of a guaranty agreement for the construction and term loans in the event of default during construction, leasing or term out. The current book value of this property is \$3,934,750.

Two appraisals were recently done on the building; one for \$650,000 and one for \$725,000. One of the appraisals of the property reported evidence of a significant number of water stains on the ceiling on the third floor, which indicate roof damage that will need to be repaired. This was confirmed by staff during a site visit.

The Agency has received an offer to purchase the property for \$510,000 from Agua Street Gaming, LLC. Because the design of the first floor includes a very large kitchen and comparatively small dining area, several previous tenants have not been able to keep businesses afloat. This space has been vacant for more than three years. The dining area does not generate enough revenue to support the large kitchen. As a result, the proposed buyer has received a bid for \$163,798 to renovate the first floor to mitigate the design problems. Further, the cost to repair the roof is unknown at this time. Finally, the walk-in freezer in the building is not operational. A licensed refrigeration mechanic has indicated repairs will cost between \$1,800-\$2,000. Combining the purchase price and cost for needed repairs and renovations to the building, the purchaser will be paying in excess of \$675,798.

The second and third floors of the building are occupied by City departments, who are currently leasing from the Agency. Those leases will transfer to the new owner, should the sale move forward.

In addition to purchasing the building, Agua Street Gaming is proposing to open a new business on the first floor—likely to be an urban lounge. Sale of the property to a private party will put the building back on the tax rolls, and provide new jobs and private investment into the area. It also results in a loss on sale of land to the Agency of \$3,424,750.

**RECOMMENDED MOTION:**

Adopt the Resolution of the City of Henderson Redevelopment Agency of its Intent to Consider the Sale of the Pinnacle Building Located at 203 South Water Street for \$510,000.
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**Supporting Documentation:**

Resolution with Published Notice consisting of three (3) pages

Agua Street Gaming letter showing intent to purchase consisting of one (1) page

Proposal for construction of first floor renovations consisting of two (2) pages

RESOLUTION NO.  
(Intent to Consider Sale of 203 South Water Street)

A RESOLUTION OF THE CITY OF HENDERSON REDEVELOPMENT AGENCY, CLARK COUNTY, NEVADA EXPRESSING ITS INTENT TO SELL THE BUILDING LOCATED AT 203 SOUTH WATER STREET TO AGUA STREET GAMING, LLC.

- WHEREAS, the City of Henderson Redevelopment Agency is the owner of 203 South Water Street currently zoned DCC-RD Downtown Core Commercial with Redevelopment Overlay (the "Property"); and
- WHEREAS, NRS 279.470(4) allows the City of Henderson Redevelopment Agency (Agency) to sell its property and the Agency has been marketing the property for the past few months; and
- WHEREAS, Agua Street Gaming, LLC has expressed interest in purchasing the building, performing renovations and then either operating or leasing to an urban lounge on the first floor of the building; and
- WHEREAS, the Agency recently had two appraisals performed on the property, resulting in value estimates of \$650,000 and \$725,000; and
- WHEREAS, the first floor of the building needs renovations; the walk-in freezer is not working and there is damage to the roof of the building; and
- WHEREAS, the costs for the renovations to the first floor and repair of the walk in freezer total approximately \$166,000.00 and the cost for the roof repair is unknown; and
- WHEREAS, the Agency is prepared to consider the sale of the property for \$510,000, due to the buyer's costs to renovate and repair the building; and
- WHEREAS, Further terms, restrictions and protections for the Agency will need to be negotiated before approval of a sales contract; and
- WHEREAS, NRS 279.472 requires that the Agency hold a public hearing on this proposed sale before entering into a contract; and
- WHEREAS, the proposed sale would be in the best interest of the public and further the Redevelopment Plan for the Downtown Redevelopment Area; and

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Nevada, Redevelopment Agency that:

- SECTION 1. The City of Henderson Redevelopment Agency hereby declares its intention to consider the sale of 203 South Water Street to Agua Gaming, LLC for \$510,000.00.

SECTION 2. A public hearing to receive comments from citizens of the City of Henderson and to consider the potential sale is hereby set for March 19, 2013, at 6:30 p.m. or as soon thereafter as practical, in the City Council Chambers, 240 Water Street, Henderson, Nevada 89015.

SECTION 3. The Agency Secretary is hereby authorized and directed to publish notice of the proposed sale in accordance with NRS 279.472 which notice, identified as Exhibit "A", consisting of one (1) page, is by reference incorporated herein and made a part of this Resolution. A copy of this resolution and notice can be obtained in the Office of the City Clerk, 240 Water Street, Henderson, Nevada.

SECTION 4. This resolution is effective upon adoption unless stated otherwise in the notice.

END OF RESOLUTION

Exhibit A  
PUBLISHED NOTICE OF INTENT TO CONSIDER SALE  
OF REDEVELOPMENT AGENCY OWNED PROPERTY

NOTICE IS HEREBY GIVEN pursuant to NRS 279.472 that the City of Henderson Redevelopment Agency, Clark County, Nevada, a Public Body, corporate and politic, intends to consider the sale of that certain real property located at 203 South Water Street to Agua Gaming, LLC, being Assessor's Parcel No. 179-18-710-227 (the "Property").

Resolution No. \_\_\_\_\_, expressing the City of Henderson Redevelopment Agency's intent to consider the sale of the property was approved by City of Henderson Redevelopment Agency on February 19, 2013. This Published Notice of Sale of Redevelopment Agency Owned Property shall be posted at the Multigenerational Center, 280 S. Green Valley Parkway, Henderson, Nevada; City Hall, 1st Floor Lobbies, 240 Water Street, Henderson, Nevada; Whitney Ranch Recreational Center, 1575 Galleria Drive, Henderson, Nevada; and Fire Station No. 86, 96 Via Anticendio, Henderson, Nevada. Any interested party may obtain copies of the resolution and notice in the Office of the Agency Secretary, 240 Water Street, Henderson, Nevada.

Copies of the complete Resolution and all specific conditions of the sale may be obtained from the office of the Agency Secretary, 240 Water Street, Henderson, Nevada, or [http://www.cityofhenderson.com/redevelopment\\_agency/index.php](http://www.cityofhenderson.com/redevelopment_agency/index.php). This Published Notice of Sale of Redevelopment Agency Owned Property shall be published in the Las Vegas Review Journal on the Following dates: \_\_\_\_\_, 2013 and \_\_\_\_\_, 2013.

Comments from Citizens of the City of Henderson regarding the sale to Agua Gaming, LLC may be made at a public hearing on March 19, 2013, at the regularly scheduled Redevelopment Agency Meeting at 6:30 p.m. or as soon thereafter as practicable, at the City Council Chambers, Henderson City Hall, 240 Water Street, Henderson, Nevada.

THIS NOTICE IS GIVEN pursuant to and subject to NRS 279.472.

For further information, contact the Agency Secretary at 240 Water Street, P.O. Box 95050, Henderson, Nevada, 89009-5050.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
SABRINA MERCADANTE, MMC  
Agency Secretary

## AGUA STREET GAMING, LLC

December 17, 2012

Michelle Romero  
Manager Redevelopment Agency  
280 Water Street  
Henderson, NV 89015

Re: Purchase of Pinnacle Building Located at 203 S. Water Street, Henderson NV 89015  
Clark County APN # 179-18-710-227

Dear Ms. Romero:

We would like to formalize our intent to purchase the above referenced property at 203 S. Water Street that is owned by the City of Henderson Redevelopment Agency in the amount of \$510,000.00.

Previously we submitted two (2) estimates for tenant improvements for your review. One of the estimates was not comprehensive and did not include key elements of work that must be done in order to make the space functional as a restaurant. As the owner of this building, you are aware that the main floor layout is not conducive for use as a restaurant. The current floor space is divided at a ratio of 50% to 50% kitchen to dining room area. Because of this, the second estimate from CJ Dewey Construction at a cost of \$163,798.00 has to be the estimate that is used.

As a result, our purchase price of \$510,000 plus the tenant improvements that will need to be done to the building of \$163,798.00 will bring the total out of pocket cost to us for the building to \$673,798.00.

In addition to the cost included in the TI estimate, there will also be additional business start up costs for the following types of improvements and services: professional fees, signage, FFE, licensing, permits and etc... There is also the added expense of repair to the roof, as referenced in the appraisal. We also have toured the 3<sup>rd</sup> floor space and have seen internal damage to the ceilings ourselves. Although we have not had a cost estimate for these repairs, the cost for such repairs will run into several thousand dollars in our opinion because the leaks cover a fairly large area of the roof as evidenced by the staining on the interior ceiling tiles. Finally, the walk in refrigerator in the first floor kitchen is not working. We have had a licensed refrigeration mechanic look at it. This was done when we were looking to lease the space and the estimate to repair the unit was between \$1,800.00 and \$2,000.00. Our intention will be to purchase the building in the as-is condition.

When we first started the process to *lease* the Pinnacle Building, the intention was for us to own and operate the Restaurant/Urban Lounge on the first floor. However, as stated previously, once others in the business community learned of our plans to potentially become owners of the building instead, we started receiving interest by other operators. Because of this, we are considering allowing another name recognizable business to open and operate a business on the first floor. This would only take place if we had the confidence that the operator had the ability to make the business successful, while also having the ability to attract people to the Water Street District thus creating greater exposure for the area. We want to see the revitalization of Water Street and to have a successful business in this space that will create jobs, generate foot traffic and create a vibrant downtown atmosphere. We feel confident that the business that opens in this space will be successful or we would not be offering to buy this building.

If the above terms are agreeable to you we would like to proceed to the next step to purchase this building for \$510,000. If you have any question, please feel free to contact me.

Kindest Regards,



Timothy Brooks

# Proposal

FROM: Kevin Roberts and David Empey  
CJ Dewey Construction NV lic#30273  
1025 Geranium Drive  
Henderson, NV 89011

Page. No. 1

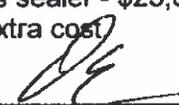
## PROPOSAL SUBMITTED TO:

Name: Owner – Whiterock Saloon  
Phone: Doug Beavers 702-249-8510 Date: 6-8-2012  
Street: Corner Water Street and Atlantic  
City: Henderson,  
State: NV Zip: 89015

I propose to furnish all materials and perform all labor necessary to complete the following:  
Lounge Tenant Improvement per plan by Level Line Builders and provided by owner.  
Cost breakdown as follows:

1. Permits	\$3,747.00
2. Dumpster drop boxes	520.00
3. Demo, framing and drywall per plan	4,480.00
4. Paint (new work areas only)	1,930.00
5. Cabinet and Countertop allowance	37,500.00
Provided Plan does not specify cabinet or countertop, owner To select and contractor to adjust price accordingly.	
6. Electrical per plan	12,700.00
7. Floor tile	4,140.00
8. Plumbing	8,900.00
9. Bi-fold glass Doors ( 4 locations to fit openings)	48,000.00
10. Two doors as needed	1,200.00
11. Ceiling tile (price based on tin tile – price to be adjusted upon verification of existing ceiling tile)	11,920.00
12. Stucco patch	2,500.00
13. Clean-up	1,970.00
Subtotal	<u>\$139,507.00</u>
14. Management and Supervision	8,525.00
15. Overhead and Profit	15,766.00
Total	<u>\$163,798.00</u>

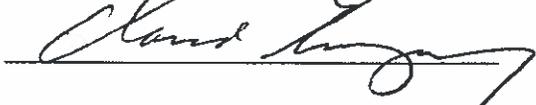
Options: Stamped concrete overlay with high gloss sealer - \$23,886.00  
Cameras, TV's, Data, DVR available at extra cost

  
Initial

Initial

All of the work is to be completed in a substantial and workmanlike manner for the sum of One Hundred Sixty-three Thousand Seven Hundred Ninety-eight and no/100 Dollars (\$163,798.00). Deposit of Ten Thousand Dollars to apply for permit and begin construction. Payment to be made each week as the work progresses to the value of one hundred percent (100%) of all work completed. The entire amount of the contract is to be paid within ten days after completion.

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Authorized Signature 

**ACCEPTANCE**

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which agrees to pay the amount mentioned in said proposal and according to the terms thereof.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



RAC

# REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

January 22, 2013

RAC-004

<b>SUBJECT</b>	Projects Update
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the City Manager's Office
<b>RECOMMENDATION</b>	Accept

**FISCAL IMPACT:**

No Impact

Budget funds available

Augmentation required

**BACKGROUND / DISCUSSION / ALTERNATIVES:**

**RECOMMENDED MOTION:**

Accept report.

**Supporting Documentation:**

Memorandum consisting of three (3) pages.



## Memorandum

**TO:** Redevelopment Agency Advisory Commission  
**FROM:** Michelle Romero, Redevelopment Manager  
**SUBJECT:** Projects Update

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Following are new or ongoing redevelopment projects, as compiled by staff, in our Redevelopment Areas and their status as of January 10, 2013:

### I. CORNERSTONE REDEVELOPMENT AREA

- Griffin Park
- Richmond American
- Tax Increment Reimbursement to the LID
- Shortfall Note

#### Projects

- Ladera Parcels
- Loretto Bay

### II. DOWNTOWN REDEVELOPMENT AREA

#### Projects

- 19 S. Water Street
- 314 Nebraska: Asbestos abatement is complete. Fire will be performing a training exercise in the building prior to demolition, which is scheduled for the end of the month.
- Business Recruitment/Development:
  - Staff met with a developer who recently completed a façade and tenant improvement project in the Water Street District to continue discussions on the purchase of Agency-owned parcels for either a residential or commercial development in the Downtown. Staff is preparing a leakage analysis for the Downtown area to use as a tool to determine what business needs would have the greatest value in Downtown to assist in the meeting.
  - In response to staff contacting Opportunity Village, staff was informed that right now the organization is focusing attention on their network in the NW part of the valley. In the spring, they expect to re-focus on the SE part of the Valley and will then contact staff.
  - Staff is meeting with several potential new business owners interested in moving or expanding their business to the WSD.
  - The former Kentucky Fried Chicken near the southeast corner of Boulder Highway and Lake Mead that was vacant for approximately 10 months has now opened as a Roberto's Mexican restaurant.
- Business Retention
- City Tower (Southeast corner of Lake Mead Parkway and Water Street)
- Community Gardens: Staff has contacted Nevada Hand to determine if they are prepared to allow for the use of 47 E. Texas as part of the first community garden, as this site is adjacent to a City-owned parcel at 51 E. Texas. Staff is waiting to hear back.
- Create Comprehensive Development and Business Recruitment Incentive Packages
  - Downtown Investment Strategy (DTIS): (Update Implementation)
- Cultural and Events Center RFP
- Downtown Master Plan
- Downtown Residential Civic Alliance
- Environmental Protection Agency Grant for Technical Assistance

- Fencing
- Former Asset Central Site
- Former Parkline Site
- Homeless Issue
- Marketing the Water Street District
- Marketing to Developers, Business Owners & Consumers
- Meridian
- Monumentation
- Outreach
- Pinnacle Building: RDA staff has received the formal offer to purchase the building along with the backup documentation that was requested. An RAC agenda item is being prepared for January.
- Residential
- Senior Center/Pacific Pines
- Social Gathering Space Team
- Site A (SW corner of Victory and Water)
- Site B (small lot at the corner of Water/Victory)
- Townhouse Motor Lodge
- Water Street District Business Association:
  - WSDBA Holiday Party was held last week with approximately 40 – 45 in attendance. As a result of the Holiday Party, three new businesses have joined the WSDBA. After expenses were paid, there was a \$120 profit.
  - Ivar McDonald presented to the City a hand carved sign for the WinterFest festival. Mayor Hafen and Councilwoman Debra March attended the event.

### **Programs**

- Façade Improvement Program
- Sign Grant Program
- Tenant Improvement

### **III. EASTSIDE REDEVELOPMENT AREA**

#### **Projects**

- Boulder Highway Business Coalition
- Business Recruitment
- Eastside Amendment
- Eastside Investment Strategy
- Eastside Business Coalition
- KMA Tax Increment Analysis
- LandWell/Cadence (Cadence): Staff received additional reimbursable costs from LandWell totaling \$262,000 and primarily consisting of soft costs for Phase I, Galleria, Lake Mead Channel and Weisner Channel for review. Staff has a meeting with the City Attorney's Office to discuss this information.
- Museum Site-95/Galleria
- Union Village:

#### **Programs**

- Façade Improvement Program
- Sign Grant Program

### **IV. TUSCANY REDEVELOPMENT AREA**

- Note
- Galleria Road
- OPA
- Tuscany Pending Escrow
- Semi-Annual Payment

## V. LAKEMOOR CANYON

- Bill
- Development
- House Subcommittee on Energy and Mineral Resources
- Federal Land Sale

## VI. ADMINISTRATION / ALL AREAS

- Audit
- Assistance Programs
- Bonds (Refinance of T-13 Bonds):
  - The ordinance and resolution were submitted yesterday into SIRE for the January 15<sup>th</sup> meeting. The POS, bond indenture, and other required documents will be presented by bond counsel at the meeting and posted to the website the next day to meet the open meeting law requirement. Staff has completed three of the four professional service agreements and is currently waiting for our Trustee to submit their scope of work. The three completed have received legal acceptance.
  - The savings at this point are approximately \$600,000 to the Agency and \$540,000 to the residents. The Bond amount and savings will remain a moving target until the bonds are priced and sold on the market. Staff will work on amending and restating the Cornerstone Series B Bonds Note and Shortfall Note to reflect the bond refinance. The authorization for the Finance Director to issue bonds within one year and the documents stated above will go before Council on January 15 and February 15. Council can anticipate that there will be changes to the numbers that need to be read into the record. The Cornerstone Series B Bonds Note has been assigned to the City, so the City will need to approve the amendment at its February 15<sup>th</sup> meeting pending the sale of the bonds.
- Budget:
  - Staff has submitted the preliminary FY14 budget and updated the five-year plan. While the five-year plan is in the black, there will be only minimal amounts available for programs and reinvestment in the areas due to the very low projections of revenue. Staff will be presenting the five-year plan to the Five Year Committee either late January or early February to ensure that that the Committee has an understanding of the current situation Redevelopment is in and to explore additional options with them on revenue generation, investment opportunities, and streamlining expenditures further. Staff has asked Finance to schedule the presentation.
- Economic Development Awards
- Financials
- Five-Year Financial Plan
- Homeowner Assistance Program
- NDC:
  - NDC will be reviewing a program applicant provided the applicant submits the required documentation.
  - NDC reported that funding will be available through the New Markets Tax Credits program for the next two years. Both HUD 108 and CDBG were funded as well.
- New Markets Tax Credit
- Outreach:
  - Staff is working on the current edition of the Connections Newsletter, and has an anticipated date of the end of January to distribute to Eastside and Downtown Redevelopment Area residents.
  - Staff is working to update current collateral materials and create new business recruitment collateral materials that Economic Development and Redevelopment staff can utilize when speaking with business owners and developers.
  - Staff is also working with Economic Development to create the program and speaking points for the 2013 Economic Development Awards.
- RDA Legislation
- Redevelopment Association of Nevada (RAN)
- Revenue: Revenues for November and December were down about 13 percent from last year, but five percent above projections.
- SB92 Reporting: The Redevelopment Annual Financial Report required by SB92 is complete and has been mailed to the LCB.
- Tax Increment Distribution