

BOARD OF REGENTS BRIEFING PAPER

1. Agenda Item Title: UNLV North Campus Interlocal Agreements

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

The attached Southern Nevada Higher Education Land Act of 2009 (the Act) is currently before Congress for consideration. If approved, SNLEA transfers three parcels of land from the Bureau of Land Management (BLM) to NSHE. The parcels would be transferred to NSHE on behalf of GBC, CSN, and UNLV. The parcel that would be transferred to NSHE on behalf of UNLV is in the north Las Vegas valley and has been previously referred to in information items to the board as the UNLV North Campus (see the North Campus Update – March 2009 Attachment, pages 2 and 3 for location). The Act requires cooperation with Nellis Air Force Base (Nellis AFB) for planning and development of the new UNLV North Campus. UNLV has worked with the City of North Las Vegas (CNLV) and Nellis Air Force Base (Nellis AFB) to prepare separate Interlocal Agreements with each entity to address their unique concerns. The attached CNLV – NSHE/UNLV Interlocal Agreement and Nellis AFB - NSHE/UNLV Interlocal Agreement are presented to the Board for review and approval. CNLV and Nellis AFB approvals are expected by June 1, 2009 (prior to the scheduled BOR Investment Committee meeting).

At the December 1, 2005 Board of Regents meeting, the Board approved UNLV's request to increase the NSHE/UNLV North Las Vegas federal land reservation in the City of North Las Vegas (previously authorized by the Board of Regents in January 2004) from 761 acres to approximately 2,009 acres (see attached maps). The Board also approved consultation by UNLV with the CNLV, Nellis AFB and BLM to draft special land conveyance legislation. In addition to the requirement for interlocal cooperation, that legislation includes specific conditions requiring remediation of the former Nellis Small Arms Range prior to conveyance of the property to the NSHE.

UNLV consulted with the CNLV, Nellis AFB and BLM in order to come to mutual land withdrawal legislation objectives. The revised request includes specific conditions that mandate remediation (including approximately \$14 million in federal expenditures) of the former Nellis Small Arms Range prior to conveyance of the property- in whole or part, a USAF military aircraft avigation (over-flight) condition and execution of a binding interlocal agreement between the Nellis AFB and the NSHE to preserve the long-term capability of Nellis AFB to conduct its national security mission. The interlocal agreement and any subsequent master plans will require the mutual assent of both parties.

The Board of Regents Investment Committee received informational updates about the proposed North Campus on the status of the North Campus on December 1, 2005, March 27, 2008, and June 1, 2008. The following actions have occurred since June 1, 2008:

1. Senator Reid's office prepared the attached final legislation based on final recommendations from Colonel Belote, the new Commander, Nellis AFB, and President Ashley. The recommendations addressed Colonel Belote's clarifications to the attached Nellis AFB support letter dated January 25, 2008 issued by his predecessor.
2. The attached final draft Nellis AFB - NSHE/UNLV Interlocal Agreement was submitted to Colonel Belote for approval in late April 2009. That approval is expected prior to the Investment Committee meeting.
3. The CNLV – NSHE/UNLV Interlocal Agreement is scheduled for review/approval by the City of North Las Vegas City Council on May 20, 2009.
4. UNLV, CNLV, USAF, and BLM planners continue to participate in the North Campus Task Force and preliminary planning. Currently, NV Energy is working with CNLV, USAF, U.S. Dept. of Veterans Affairs and UNLV to site future power substations in the University District.

5. The Los Angeles District Office of the U.S. Army Corps of Engineers (USACE) completed the Site Investigation phase of the Former Nellis Small Arms Range Formerly Used Defense Site and is prepared to begin the remediation process. The cost estimate of \$11-14 million to complete the remediation was provided to Senator Reid's staff. The USACE project manager verified during March 2009 that Remediation action is ready to begin when funded. Remediation can be completed in phases beginning in the south above Clark County 215. Section 18 could be completed in approximately 24 months from the date funding is released.
6. UNLV included construction planning funding for utility infrastructure and the first building in the FY09-FY10 State capital budget submission but this item was dropped due to budget constraints. Further information is provided in the attached North Campus Update – March 2009 on possible future timelines.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

- Approval of the Nellis AFB - NSHE/UNLV Interlocal Agreement
- Approval of the CNLV – NSHE/UNLV Interlocal Agreement

4. IMPETUS (WHY NOW?):

- UNLV is complying with Board of Regents directions received during the Dec. 1, 2005 meeting.
- Sen. Harry Reid's staff has confirmed that legislation has been introduced before Congress.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- The two required interlocal agreements are complete and ready for approval.
- This initiative is ready for approval after about nine years of diligent effort on the part of the CNLV, Nellis AFB, and UNLV.
- Previous Investment Committee and Board of Regents requirements have been completed.
- The value of obtaining over 2,000 acres of land for future higher education use represents a once in a lifetime opportunity.

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

- Approval should be held until after approval of conveyance legislation by Congress and the President.

7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

- Seek other Federal disposal land.
- Do not seek additional land for NSHE and UNLV future use.

8. COMPLIANCE WITH BOARD POLICY:

- Consistent With Current Board Policy: Title #_4___ Chapter #_10___ Section #_1.9___
 - Amends Current Board Policy: Title #___ Chapter #___ Section #___
 - Amends Current Procedures & Guidelines Manual: Chapter #___ Section #___
 - Other:_____
 - Fiscal Impact: Yes__X___ No___
- Explain: **The Agreements require funding for master planning initially estimated at**

\$200,000. The plan would have to be completed within 24 months after conveyance of the property. The current projection is that conveyance could occur as early as early 2012 (legislation approved plus clean-up completed).

COOPERATIVE INTERLOCAL AGREEMENT

This COOPERATIVE INTERLOCAL AGREEMENT (this “**Agreement**”) is made as of the ___ day of _____, 2009, and effective as of the Effective Date, by and between the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, a public agency of the State of Nevada (hereinafter referred to as “**UNLV**”), and the CITY OF NORTH LAS VEGAS, NEVADA, a municipal corporation (hereinafter referred to as “**CITY**”).

PRELIMINARY STATEMENTS

WHEREAS, on or about January 21, 2004 and November 16, 2005, the CITY Council approved a federal land reservation for a University of Nevada, Las Vegas campus to ultimately total approximately 2,009 acres of federal land available under the provisions of the Southern Nevada Public Lands Management Act of October 1998, PL 105-263 (“**SNPLMA**”), within the incorporated boundaries of the CITY to be requested by Congressional conveyance; and

WHEREAS, on or about January 29, 2004 and December 1, 2005, the Board of Regents approved plans to seek up to approximately 2,009 acres of federal land available under the provisions of the SNPLMA within the incorporated boundaries of the CITY by Congressional conveyance for a North Campus (as defined herein); and

WHEREAS, said approvals condition the conveyance of that land on the CITY and UNLV entering into a written agreement addressing costs, future uses, and other obligations to be assumed by the Parties; and

WHEREAS, the CITY intends the Congressional conveyance transfer that land directly to UNLV; and

WHEREAS, the Parties acknowledge that the North Campus will serve as an engine for growth of the surrounding community and desire to promote commercial development, including offsite research, technology and business parks, offsite infrastructure, mixed-use projects and public-private partnerships; and

WHEREAS, the CITY acknowledges UNLV and the 99th Air Base Wing, Nellis Air Force Base, Nevada (“**USAF**”) intend to enter into a separate agreement (“**USAF-UNLV Agreement**”) to establish neighboring property owner relationships, campus development conditions and mutual responsibilities; and

WHEREAS, in 2004 and 2005, the CITY participated with UNLV, USAF and other federal and local agencies to prepare a Draft Master Plan, a copy of which is attached hereto as Exhibit “C” and incorporated herein by this reference (the “**Concept Master Plan**”), for the purpose of developing a proposed campus of the Nevada System of Higher Education on approximately 2,009 acres of federal land located within the boundaries of the CITY, and more particularly described on Exhibit “A” and graphically depicted on Exhibit “B”, both attached hereto and incorporated herein by this reference (the “**Land**” or “**North Campus**”); and

WHEREAS, the CITY will establish the “**University District**” within the Northern Development Area of the CITY’s Master Plan (as defined herein), and

WHEREAS, said future Congressional Legislation and this Agreement will set forth uses and purposes for the Land; and

WHEREAS, both Parties are prepared to continue the planning and development of the Land for the stated purposes as agreed in those prior approvals and as stated in this Agreement; and

WHEREAS, a successful development process requires a solid partnership between the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, CITY and UNLV agree as follows:

A. DEFINITIONS

1. “**Academic Uses**” means campus facilities of UNLV and its education and research partners, including any purpose that would generally be associated with the educational and research mission of an institution of higher learning, including educational facilities, research facilities, housing for students, faculty and UNLV affiliates and support facilities utilized to support the higher educational mission of UNLV.
2. “**Board of Regents**” shall mean the Board referred to in Article 11, Section 4 of the Constitution of the State of Nevada.
3. “**Campus Commercial Use**” means a Commercial Use incidental to an Academic Use. A Commercial Use is incidental to an Academic Use if a substantial portion of the intended customers of the proposed Commercial Use are students, or faculty, staff and all others whose profession or vocation is focused on the educational and research mission of UNLV.

4. “**CITY’s Master Plan**” shall mean the “City of North Las Vegas Comprehensive Master Plan,” prepared by the CITY and adopted under the provision of Nev. Rev. Stat. Chapter 278.
5. “**Commercial Uses**” means a use of land, as defined in the development code of CITY in effect at the time relevant for making the determination, for business purposes, but excluding pawn shops, second hand shops, deferred deposit businesses, gaming whether restricted or non-restricted, and/or adult businesses.
6. “**Design Guidelines and Development Standards**” shall be the requirements for land development and building construction applicable to the Interface Area, Transition Area and any Non-Academic Uses, as such are adopted jointly between the CITY and UNLV, as set forth herein.
7. “**Development**” refers to completion of the North Campus Master Plan and initiation of construction of any facility or infrastructure project as described in the North Campus Master Plan anywhere on the Land after conveyance of any portion of the Land to UNLV. Development shall include issuance of the applicable governmental approvals and/or permits for such construction.
8. “**Effective Date**” means the date of the approval of this Agreement by the Board of Regents, provided the CITY has prior to that date approved this Agreement.
9. “**Interface Area**” has the meaning given to it in Section C (3).
10. “**Transition Area**” means that land within the University District which encompasses all land within one hundred fifty (150) feet on either side of the west boundary line of the Land.
11. “**Nellis Small Arms Range**” shall mean the approximate 6,503 acres of land withdrawn pursuant to Public Land Order 2936, 19 Mar 63, Revoked EO 8954, 27 Nov 41; T.18S, R.62E, S ½ of Secs; 33, 34 and 35; T.19S, R.62E, Secs. 2, 3, and 4; T.19S, R.62E, E ½ of Sec. 8; T.19S, R.62E, Secs. 9 and 10; T.19S, R.62E, W ½ of Sec. 11; T.18S, R.62E, Sec 36; T.19S, R.62E, Sec 1; T.19S, R.62E, W ½ of Sec. 12; E ½ of Sec. 11 and currently in use by the USAF.
12. “**Non-Academic Uses**” shall mean a Commercial Use other than an Academic Use or a Campus Commercial Use.
13. “**North Campus**” shall mean the establishment, Development, operation, growth and maintenance on the Land of campus facilities of UNLV and its education and research partners, including any Academic Use and Campus Commercial Use.
14. “**North Campus Master Plan**” shall mean the plan that will set forth a physical framework to guide development of the North Campus. The current Concept Master Plan, prepared in collaboration with CITY, is intended to be used for

initial development of the campus infrastructure and first buildings, however nothing in this Agreement is intended to allow for the construction of any buildings prior to adoption of the North Campus Master Plan as provided for herein. As the process proceeds, the Concept Master Plan will be refined and finalized as necessary to include Design Guidelines and Development Standards, academic programmatic needs, elements of campus organization, land and building use, vehicular and pedestrian circulation, infrastructure, open space, relationship to the community, sensitivity to the campus site, and building design to ensure compliance with physical master plan principles. The approved North Campus Master Plan is intended to: (1) guide the long-term Development of a physical plant that serves and supports the educational and research mission of UNLV; and (2) to create a physical environment that is sustainable and complements UNLV's educational purpose, encouraging social and intellectual interchange among students, faculty, staff, private partners and the greater community.

15. **"Parties"** means the CITY and UNLV, and either of them a **"Party"**.
16. **"University District"** means a planning area within the CITY's Master Plan which shall include the North Campus and certain sections (or parts thereof) of land to the west of the North Campus as generally depicted on Exhibit "D" attached hereto.

B. CONVEYANCE OF LAND FOR PUBLIC PURPOSE

1. UNLV and the CITY agree to seek passage of certain proposed Congressional legislation, i.e. the Southern Nevada Higher Education Land Act of 2008 (the **"Congressional Legislation"**) by the United States to provide for the conveyance of the Land to UNLV.
2. UNLV and the CITY recognize that acceptance of the Land by UNLV is predicated upon the successful remediation by other than CITY of all environmental conditions that exist on the North Campus portions of the former Nellis Small Arms Range, as identified in Army Corps of Engineers reports from 1994, 1996 and most recently in the Final Site Inspection Report for the Formerly Used Defense Sites Military Munitions Recovery Program Site Inspection Project (J09NV051001), completed July 23, 2007 for the Department of the Army Corps of Engineers, Los Angeles District.
3. The CITY acknowledges that UNLV is a state sovereign and that the Land will similarly be sovereign State property. CITY acknowledges that the State of Nevada Public Works Board (**"SPWB"**), as applicable, will be the building official for the construction of buildings on the Land by UNLV, and agrees to work with SPWB as required by state law.

C. PLANNING AND DEVELOPMENT PROCESS. Upon enactment of the Congressional Legislation, providing for conveyance of the Land to UNLV:

1. CITY shall adopt, by appropriate proceedings, the University District as part of the CITY's Master Plan, and shall plan the University District: (i) as to the North Campus, consistent with the North Campus Master Plan, as ultimately agreed to, and (ii) as to that portion of the University District outside of the North Campus, for uses complimentary to the North Campus.
2. UNLV and the CITY agree to participate and collaborate in the preparation of the North Campus Master Plan, which is intended to contain the Design Guidelines and Development Standards in sufficient detail to promote quality campus development within the North Campus.
3. UNLV and CITY shall jointly identify an area of land within the University District, approximately one half (1/2) of which shall be within the North Campus and approximately one half (1/2) of which shall be outside the North Campus (the "**Interface Area**") which shall contain Academic Uses, Campus Commercial Uses and Commercial Uses as agreed to by the Parties, in a coordinated seamless manner. The Interface Area is generally identified on Exhibit "E" hereto. The exact size and location of the Interface Area shall be identified in the North Campus Master Plan.
4. Both Parties agree the framework for the development of the North Campus Master Plan shall be the Land identified in the Congressional Legislation and the Concept Master Plan.
5. UNLV and the CITY agree to use their best efforts to complete appropriate North Campus Master Plan progress to support initial development of the North Campus within twenty-four months after conveyance of any portion of the Land to UNLV, or such longer period as may be mutually agreed upon by the Parties
6. The Parties agree to collaborate to implement the North Campus Master Plan, to appropriately plan the Interface Area, to appropriately plan the Transition Area and to appropriately plan the remaining area of the University District, in order to assure that the entire University District provides an environment conducive to: (i) UNLV's educational and research mission, and (ii) commercial development, including a business/research park capable of attracting leading edge technologies.
7. Development of the North Campus Master Plan is intended to be a collaborative process between UNLV and the CITY as follows:
 - a. UNLV shall have all responsibility for cooperating with USAF and complying with the USAF-UNLV Agreement or any requirements of the Congressional Legislation that relates to the USAF-UNLV Agreement.

- b. After compliance with any USAF requirements as set forth in Section C (7)(a) above, UNLV and CITY acknowledge that adoption of the North Campus Master Plan, is intended to be: (1) subject to public input requirements of the CITY; (2) adopted by the CITY in accordance with all legal requirements in the same manner as a development agreement, but such adoption by CITY shall be subject to subsequent adoption by the Board of Regents, and (3) submitted for adoption by, and adoption by, the Board of Regents.
- c. Amendments to the North Campus Master Plan, after adoption as set forth above, shall be made as follows:
 - i. Amendments that relate solely to Academic Uses and Campus Commercial Uses may be made by UNLV without further proceedings or review by the CITY. UNLV agrees that any amendment which would impact the offsite improvements necessary for Development of the North Campus shall comply with all CITY requirements related to such offsite improvements. UNLV shall provide a copy of any such amendments to the CITY prior to such proposed amendments becoming effective.
 - ii. Amendments which relate to the Interface Area, Transition Area or which change their applicable Design Guidelines and Development Standards shall be prepared jointly by the Parties and adopted either in accordance with Section C (7)(b) above or in such other manner as counsel for each Party determines necessary.
 - iii. Amendments that relate to Non-Academic Uses shall be made jointly by the Parties, unless as a result of such amendment the resulting use becomes an Academic Use or Campus Commercial Use, in which event the amendment shall proceed as in Section C (7)(c)(i) above.
- 8. The Parties acknowledge that in order to best implement the planning concepts reflected in this Agreement, the joint employment of a planning expert experienced in planning of areas surrounding institutions of higher education to assist in the planning of the Interface Area, the Transition Area and/or the entire University District, would be beneficial to each Party. However, each Party acknowledges that the other must make decisions involving expenditures of funds on an individual basis, and nothing in this Section C(8) or in this Agreement can obligate either Party to hire an expert. As such, the Parties agree to further explore the joint employment of a planning expert, the cost to each Party and the potential benefit to each Party.
- 9. UNLV and CITY agree to collaborate as required by state law, including the permitting process for offsite improvements.

D. INFRASTRUCTURE. The North Campus Master Plan will include at a master plan level all anticipated needs for infrastructure, flood control, utilities and facilities to support the development of the North Campus as well as uses other than, but in support of, the North Campus, including the University District.

1. TRANSPORTATION. The Parties shall jointly develop a master streets and highways plan, master transit plan and a master pedestrian trails and bicycle plan for the University District up to and with connection points at North Campus.
2. WATER/SEWER. CITY shall be water purveyor to North Campus except as otherwise determined by UNLV to be in its best interest for research purposes to use alternative or renewable sources of energy, or similar utilities, and including recycling and water filtration (“reclaimed” water), *provided however*, UNLV may not utilize reclaimed water unless CITY has agreed that such use of reclaimed water does not result in an unacceptable loss of return flow credits from the applicable water authority. CITY shall provide sewage disposal to North Campus.
3. EMERGENCY SERVICES. The Parties shall enter into a mutual aid agreement concerning emergency services to be provided within the North Campus. The Parties acknowledge that emergency services will be provided to private operators of Non-Academic Uses within the North Campus, that the portion of the Land upon which such Non-Academic Uses will be operated will be UNLV owned and therefore exempt from real estate taxes, and that it would be appropriate for such private operators to pay for or toward the emergency services to be provided. Therefore, the North Campus Master Plan shall provide a methodology whereby private operators of Non-Academic Uses within the North Campus shall pay their appropriate share of costs associated with services provided by City and not UNLV, and customarily funded through real estate taxes.

E. INTERGOVERNMENTAL ISSUES

1. Both Parties agree to maintain continuing cooperation on all legislative matters, local, state or federal, that impact the development or operation of the North Campus.
2. Neither Party shall seek amendments to the provisions of the Congressional Legislation related to the North Campus without consent of the other Party.
3. Both Parties agree to the establishment of a two-tiered planning group to continue implementation of the North Campus Master Plan, as well as a process for the preparation, review and completion of North Campus plans and projects governed by this Agreement and/or the Congressional Legislation. The organization and process shall include:

- a. The executive board identified in the USAF-UNLV Agreement (the “**Executive Committee**”). Those members of the Executive Committee appointed to represent the CITY shall be full time CITY staff designated by the CITY Manager.
- b. A North Campus planning committee comprised of selected facilities management, engineering, planning, and legal representatives of UNLV and the CITY, as designated by UNLV and the CITY (“**Planning Task Force**”). Members of the Planning Task Force will also participate in the activities of the North Campus Task Force created by UNLV and the CITY in 2003. During regularly scheduled meetings of the Planning Task Force, UNLV agrees to give CITY and other participants notice and updates of Development on the Land in order to ensure compliance with North Campus Master Plan.
- c. The Planning Task Force’s management and staff support will be provided by UNLV. Initial procedures will include:
 - i. Establishment of a meeting schedule of sufficient frequency to guide the property acquisition, environmental remediation, and master planning processes and to regularly update the Executive Board.
 - ii. Development of master plan progress scope, group objectives, budget, processes, responsibilities, and schedule for completion and review of the North Campus Master Plan.
 - iii. Recommend allocation of fees and expenses for refinement of the North Campus Master Plan between UNLV, the CITY and other participants, as applicable.
 - iv. Preparation of procedures for review and progress of the North Campus Master Plan and subsequent activities requiring approval by UNLV and input from the CITY.
 - v. Preparation of the master plan scope of work, budget and other documentation required to contract professional campus planning consultant(s) as determined necessary to implement the North Campus Master Plan.
 - vi. Preparation and procedures for the development of a business/research park intended to attract leading edge technologies and employment opportunities.

F. AVAILABLE FUNDING SOURCES

1. CITY and UNLV shall work together to obtain necessary funding from all available sources to finance construction of North Campus infrastructure and buildings.
2. CITY and UNLV shall work together to obtain necessary funding, including tax increment financing from all available sources to finance construction of off campus infrastructure needed for UNLV or CITY.

G. MISCELLANEOUS

1. Notices. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be personally delivered or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, to the Party at the address listed below:

To UNLV: University of Nevada, Las Vegas
Senior Vice President of Finance and Business
4505 Maryland Parkway
Box 451004
Las Vegas, NV 89154-1004

With a copy to: University of Nevada, Las Vegas
Vice President and General Counsel
4505 Maryland Parkway
Box 451085
Las Vegas, NV 89154-1085

To the CITY: City of North Las Vegas
2200 Civic Center Drive
North Las Vegas, NV 89030-6307
Attn.: City Manager

With a copy to: City of North Las Vegas
2200 Civic Center Drive
North Las Vegas, NV 89030-6307
Attn.: City Attorney

2. Governing Law and Jurisdiction. This Agreement shall be interpreted and construed in accordance with the laws of the State of Nevada, and any action or proceeding instituted to enforce its provisions shall be litigated and determined in a court of competent jurisdiction located in Clark County, Nevada.
3. Severability. Invalidation of any covenant, condition, restriction, term or provision of this Agreement by judgment, court order or otherwise shall in no way

affect any other covenant, condition, restriction, term or provision, each of which shall remain in full force and effect.

4. No Waiver. The failure of any Party to insist upon strict performance of any of the obligations, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said Party may have and shall not be deemed a waiver of any subsequent breach or default in any of the obligations, conditions or agreements contained herein by the same or any other Party.
5. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between any of the Parties.
6. Third-Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.
7. Amendment. Except as otherwise specifically provided for in this Agreement, this Agreement may only be amended by a writing executed by the Parties, and approved by the governing bodies of the Parties in accordance with applicable law.
8. Integration. This Agreement, together with any attachments, exhibits or amendments thereto, constitutes the entire agreement between the Parties and supersedes all previous contracts, whether written or oral, between the Parties with respect to the subject matter hereof, whether expressed or implied and shall bind the Parties unless the same be in writing and signed by the Parties.

THE NEXT TWO PAGES ARE THE SIGNATURE PAGES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of their approval action, provided, however, this Agreement shall only become effective as of the Effective Date.

Date of City Council Approval: _____, 2009

CITY OF NORTH LAS VEGAS,
STATE OF NEVADA

By: _____
Michael L. Montandon, Mayor

Attest:

Karen Storms, City Clerk
City of North Las Vegas

APPROVED AS TO FORM:

Carie Torrence, City Attorney

NEVADA SYSTEM OF HIGHER EDUCATION,
on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS

Recommended:

Gerry J. Bomotti
Senior Vice President for Finance and Business
University of Nevada, Las Vegas

Recommended:

David B. Ashley
President
University of Nevada, Las Vegas

Approved as to Form:

Richard C. Linstrom
Vice President and General Counsel
University of Nevada, Las Vegas

BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION

Date of Board of Regents approval: _____, 2009.

James E. Rogers, Chancellor

Exhibit "A"

Mayor
Michael L. Montandon

Council Members
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason



City Manager
Gregory E. Rose

Assistant City Manager
Dan Tarwater

Public Works Department • James A. Bell, P.E., Director

50 East Brooks Avenue • North Las Vegas, Nevada 89030
Telephone: (702) 633-1306 • Fax: (702) 642-2633
www.cityofnorthlasvegas.com

EXPLANATION: This description represents lands for the proposed UNLV - North Las Vegas Campus expansion lying north of Clark County Route 215, between Pecos Rd. and Lamb Blvd. within Sections 18 and 19, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County, Nevada and is intended to be used to accompany the R&PP application to the BLM.

This description was prepared from record information and is not the result of a field survey.

PARCEL DESCRIPTION

All of Sections 6, 7 & 18, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County, Nevada.

And

The North Half (N ½) of Government Lot 1,
The North Half (N ½) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4),
The North Half (N ½) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) and
The North Half (N ½) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4)
of Section 19, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County, Nevada.

Containing 2009.45 Acres, more or less as shown on BLM Land Records.

Prepared by:

Bartlett C Dalton, PLS
City Surveyor
50 East Brooks Avenue
North Las Vegas, NV 89030
Nevada Certificate 10160
Expires December 31, 2006

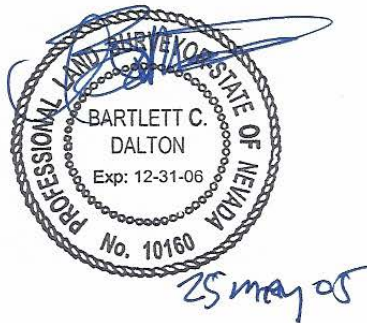
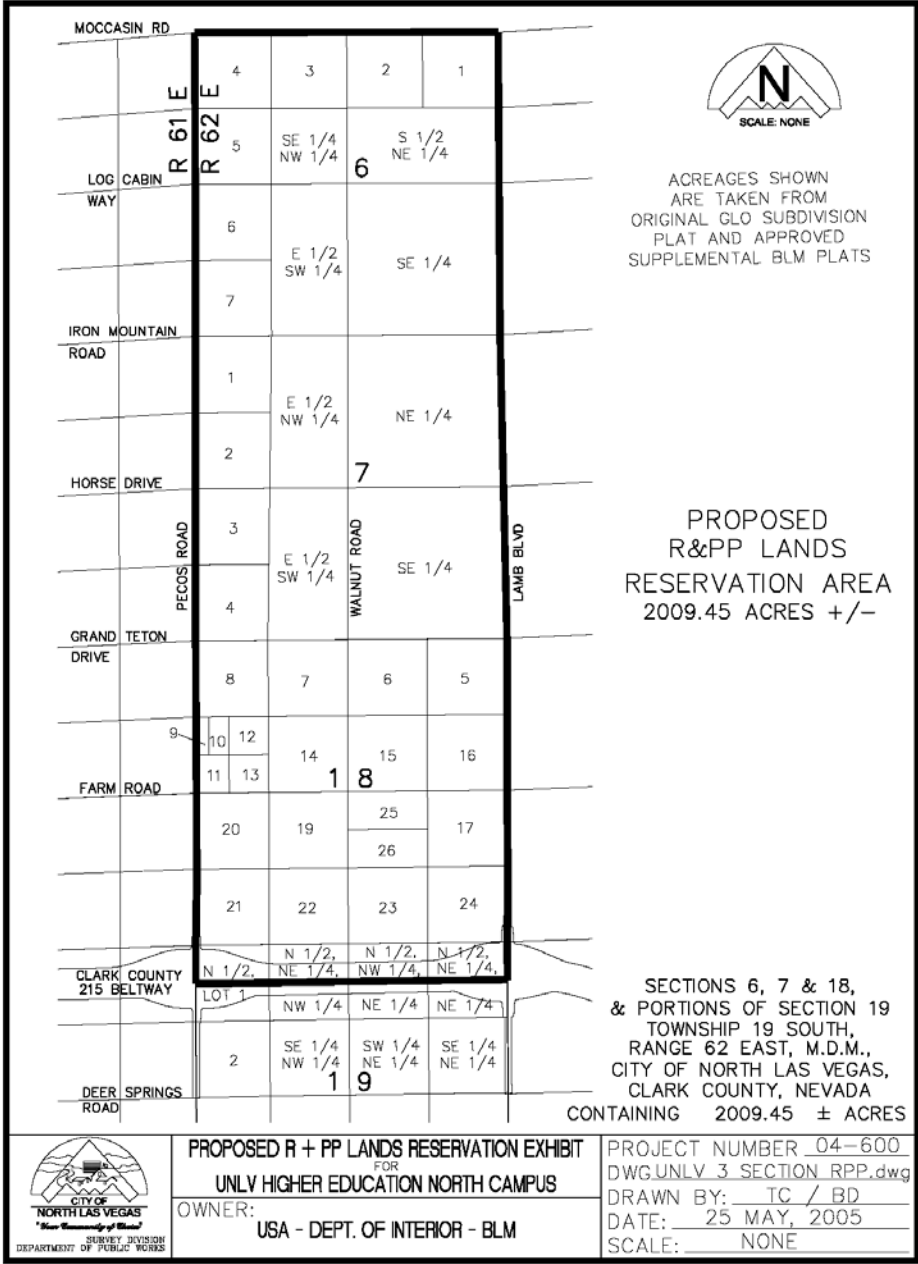


Exhibit "B"



Pre-Decisional Site Plan

- SECTION 18: Comprehensive Campus**
- SECTION 7: Recreation/Residential Specialized Research**
- SECTION 6: Large Area Research**

Legend of Land Uses:

-  Academics / Research
-  Specialized Research
-  Initial Building at UNLV North Campus
-  Residential
-  Recreation / Athletic
-  Civic Wedge
-  Transit
-  Support Services

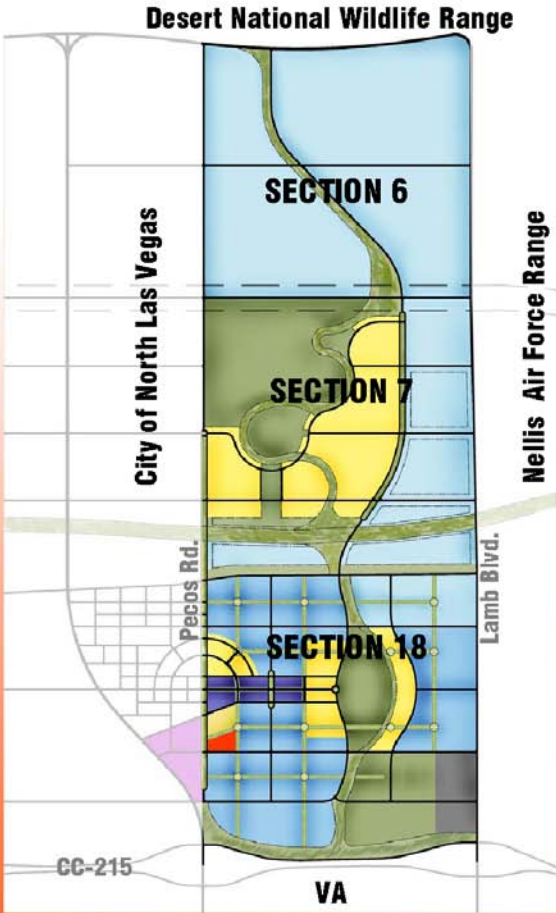
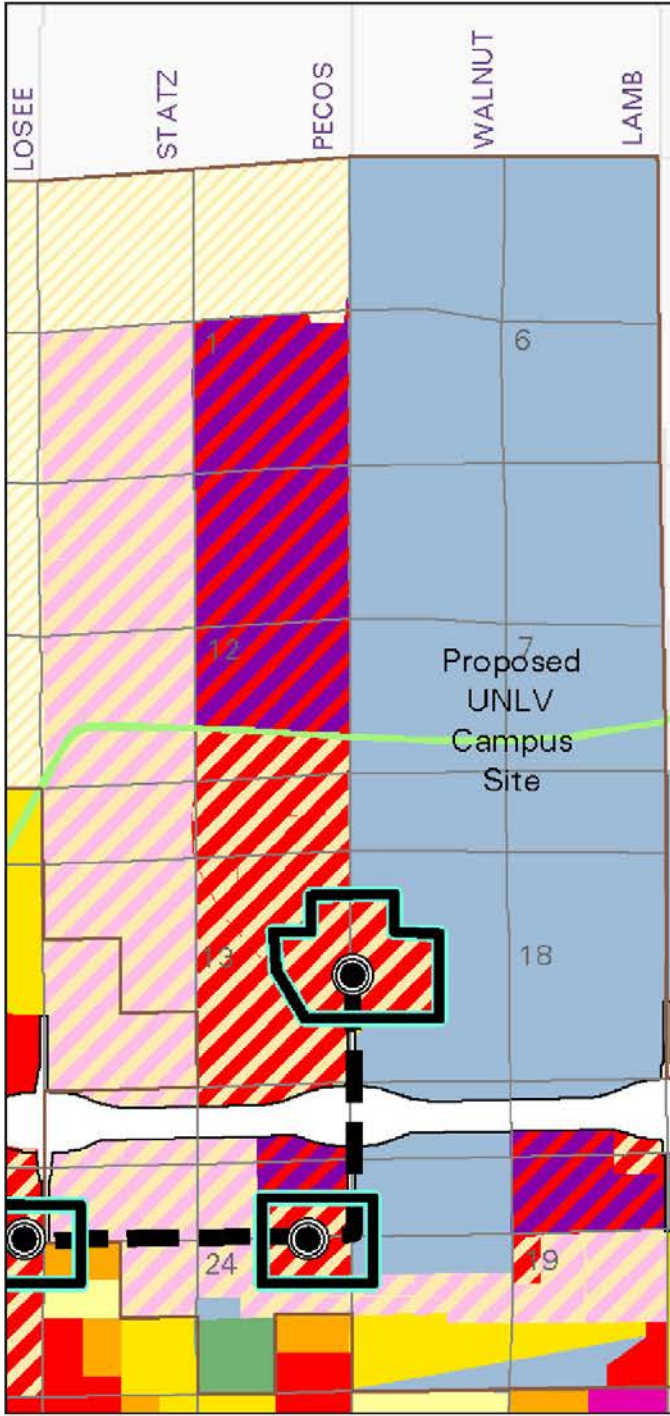


Exhibit "D"



Land Use

RESIDENTIAL

- Ranch Estates (up to 2 du/ac)
- Master Planned Community
- Single Family Low (up to 6 du/ac)
- Single Family Medium (up to 13 du/ac)
- Multi-Family (up to 25 du/ac)

NON-RESIDENTIAL

- Open Space
- Neighborhood Commercial
- Resort Commercial
- Community Commercial
- Public/Semi Public
- Downtown Business District
- Downtown Area of Influence
- Employment
- Heavy Industrial

MIXED-USE

- Mixed-Use Neighborhood
- Mixed-Use Commercial
- Mixed-Use Employment

Transportation

- Existing Transit Route
- Future North 5th Transit Route
- Future Transit Influence Area
- Future North 5th Transit Station
- Main Streets
- Union-Pacific Railroad



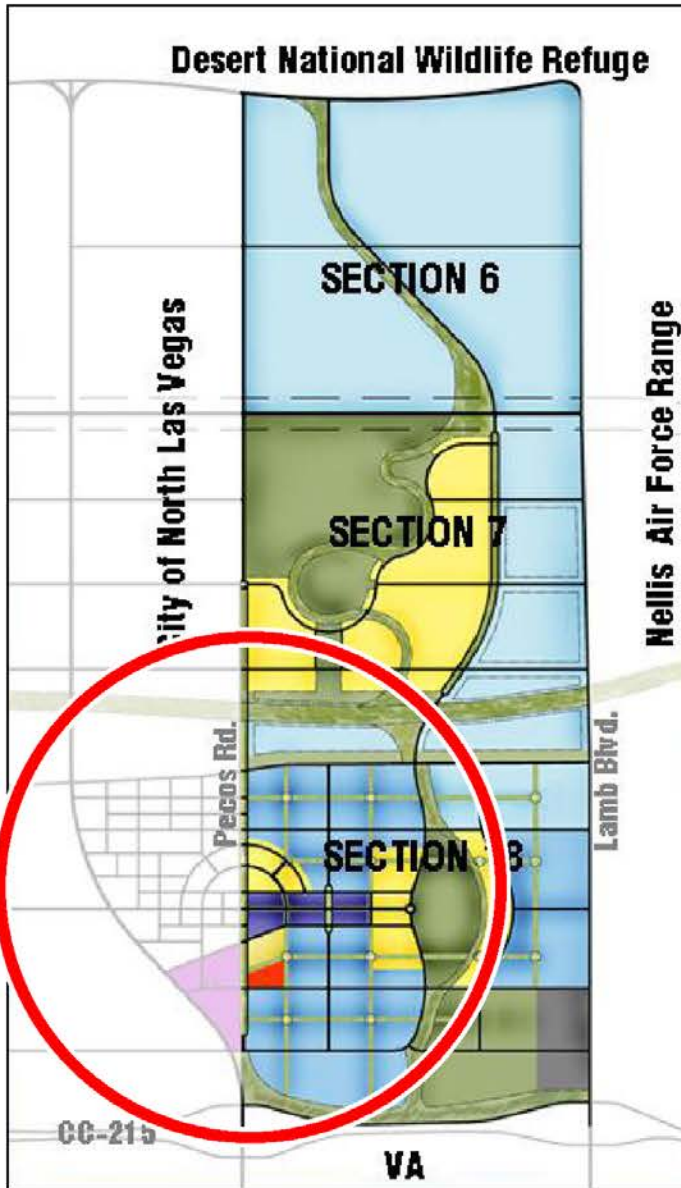
March 11, 2009



Economic Development Department
 This information is for display purposes only. No Liability is assumed as to the accuracy of the data delineated hereon.

R06019

Exhibit "E"



Legend of Land Uses:

-  Academies / Research
-  Specialized Research
-  Initial Building at UNLV North Campus
-  Residential
-  Recreation / Athletic
-  Civic Wedge
-  Transit
-  Support Services



Economic Development Department
This information is for display purposes only. No Liability is assumed as to the accuracy of the data delineated hereon.

R06019

Background: NSHE/UNLV has worked separately with the City of North Las Vegas (CNLV) and Nellis Air Force Base (NAFB) to draft two Interlocal Agreements that establish neighboring property owner relationships for the purpose of developing the new NSHE/UNLV North Campus. In addition, the major points listed below were the basis for the Air Force's letter (attached) in January 2008 supporting the land transfer.

Principal Points:

1. The Agreements are modeled on the exiting Interlocal agreement between NSHE/NSC and the City of Henderson.
2. The Agreements state the requirement for remediation of pre-existing environmental conditions on the formerly used defense site by the U.S. Army Corps of Engineers prior to acceptance of title by the NSHE BOR.
3. The Agreements establish an executive leadership organization (appointed by UNLV President, CNLV City Manager, and NAFB Base Commander) charged with oversight of the master planning process for the North Campus and outlines a collaborative planning process with the conditions and steps required for refinement of the North Campus Master Plan. Once finalized and approved by all parties this master plan will guide all development of the 2,009 acres.
4. Both Agreements are consistent with the Preliminary Comprehensive Master Plan prepared in 2005 by NSHE/UNLV in cooperation with the other two Parties. That Preliminary Plan was used to set guidelines for the final master planning process for the North Campus area and adjacent CNLV University District.
5. The major differences between the Agreements are:
 - a. The NAFB version focuses on the development of the UNLV/NSHE campus and how this development impacts current and future uses of this very active Air Force Base.
 - b. The CNLV version stresses the required coordination and integration between the NSHE/UNLV campus development and the CNLV land use and development plans as NSHE/UNLV works to meet the 50-year deadline (included in the congressional conveyance legislation) to complete the first building or show progression toward development of the NSHE/UNLV campus.
6. The Agreement between NSHE/UNLV and NAFB states the military operational Easements and Restrictions to development of the land including:
 - a. The right to make low and frequent flights over the land consistent with the current Air Force mission at NAFB (primarily the northern two sections),
 - b. Structures will be limited to 100' height restrictions in the northern two sections (Sections 6 and 7) and limited to 150' height restriction in the southern section (Section 18) consistent with the final master plan that is approved by the Board, CNLV and NAFB.
 - c. The Agreement with NAFB will permit buildings above 150' in Section 18 on a case-by-case basis as approved by NAFB.
 - d. The requirement that NSHE/UNLV notify campus constituents of the higher noise level potential from military aircraft and small arms range fire.

- e. NSHE/UNLV is required to complete the North Campus Master Plan within 24 months after final conveyance of the land according to Agreement guidelines.
7. The Agreement between the CNLV and NSHE/UNLV addresses the Planning and Development process in detail including:
- a. NSHE/UNLV must complete the North Campus Master Plan within 24 months after final conveyance of the land according to Agreement guidelines.
 - b. A University District must be adopted as part of the City's Master Plan and CNLV must plan the University District in a manner consistent with the North Campus Master Plan.
 - c. NSHE/UNLV and the CNLV identified an Interface Area on the west perimeter of the campus in the University District that is explained in Section C (3) and illustrated in Exhibit E of that Agreement. Approximately ½ of the Interface Area shall be within the North Campus and ½ shall be outside the North Campus. The Interface Area, designed to integrate CNLV and NSHE/UNLV uses, would contain Academic Uses, Campus Commercial Uses and Commercial Uses as defined in the Agreement (to be planned during the master planning process). The interface area is consistent with the "Midtown UNLV" concept for the Maryland Campus and would allow the campus to be designed with this in mind.
 - d. The Agreement indicates the areas and methods for cooperation on planning, infrastructure, transportation, water, sewer, emergency services, intergovernmental issues, and shared expenses.
 - e. Both parties are to collaborate to implement the North Campus Master Plan, to plan the Interface Area, and the remaining portions of the University District in order to assure that the entire University District provides an environment conducive to: (1) NSHE/UNLV's educational and research mission, and (2) commercial development, including a business/research park capable of attracting leading edge technologies.
 - f. Section F of the Agreement specifically addresses funding and states that CNLV and NSHE/UNLV shall work together to obtain necessary funding to finance all requirements for planning/construction of the new campus. The NSHE/UNLV portion of the master plan is estimated at approximately \$200,000. The CNLV has not completed an estimate of the cost of planning its part of the master plan. The Agreement also states that the parties will seek funding from all available sources including tax increment financing for the off-campus infrastructure needed by NSHE/UNLV or the CNLV.
8. The principal development assumptions are that NSHE/UNLV would engage in public-private partnerships (including ground leases) for some of the development. NSHE/UNLV may directly handle other development associated with large scale grants, sponsorship agreements, and charitable gifts. This flexibility is a major factor in UNLV's request to acquire the property by direct Congressional conveyance with land use and development provisions similar to those of NSC.

COOPERATIVE INTERLOCAL AGREEMENT

This COOPERATIVE INTERLOCAL AGREEMENT (this “**Agreement**”) is made and entered into the ___ day of _____, 2009, by and between the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, a public agency of the State of Nevada (hereinafter referred to as “**NSHE**”), and the 99th Air Base Wing, Nellis Air Force Base, Nevada, (hereinafter referred to as “**NELLIS AFB**”).

WHEREAS, in 2005, NELLIS AFB participated with NSHE and other federal and local agencies to prepare a Preliminary Comprehensive Master Plan for the purpose of developing major academic and research programs and activities on approximately 2,009 acres of federal land located within the boundaries of the City of North Las Vegas, Nevada, and more particularly described on Exhibit “A” and graphically depicted on Exhibit “B”, both attached hereto and incorporated herein by this reference (the “**Land**”); and

WHEREAS, UNLV on behalf of NSHE and NELLIS AFB conducted further discussions during 2006 and 2007 to establish mutually acceptable conditions for the development of the proposed North Campus (as defined herein); and

WHEREAS, said discussions condition the conveyance of the Land upon NSHE and NELLIS AFB entering into a written agreement to address future uses and purposes of the Land, mutual approval of a master plan for the Land, and other obligations of the parties; and

WHEREAS, NELLIS AFB understands NSHE and the City of North Las Vegas, Nevada, a municipal corporation (“**CNLV**”), intend to enter into a separate agreement to establish community relationships, campus and off-campus development conditions and mutual responsibilities; and

WHEREAS, a successful development process requires a solid partnership between the parties.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, NSHE and NELLIS AFB agree as follows:

A. DEFINITIONS

1. “Board of Regents of the Nevada System of Higher Education” shall mean the Board referred to in Article 11, Section 4 of the Constitution of the State of Nevada.

2. "Military Aircraft" shall mean any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air or space, regardless of the form of propulsion which powers said Military Aircraft.
3. "Nellis Small Arms Range" shall mean the approximate 6,503 acres of land withdrawn pursuant to Public Land Order 2936, 19 Mar 63, Revoked EO 8954, 27 Nov 41; T.18S, R.62E, S ½ of Secs; 33, 34 and 35; T.19S, R.62E, Secs. 2, 3, and 4; T.19S, R.62E, E ½ of Sec. 8; T.19S, R.62E, Secs. 9 and 10; T.19S, R.62E, W ½ of Sec. 11; T.18S, R.62E, Sec 36; T.19S, R.62E, Sec 1; T.19S, R.62E, W ½ of Sec. 12; E ½ of Sec. 11 and currently in use by NELLIS AFB.
4. "North Campus" shall mean the Land proposed for Congressional conveyance to NSHE for the establishment, operation, growth and maintenance of major academic and research programs and activities including any purpose that would generally be associated with an institution of higher learning, including academic facilities, research facilities, housing for students, faculty and NSHE affiliates, support facilities, commercial vendors and public-private development partnerships.
5. "North Campus Master Plan" shall mean the plan coordinated by UNLV that will set forth a physical framework to guide development of the North Campus. The physical master plan shall: (1) be based upon the UNLV North Campus Conceptual Master Plan, a copy of which is attached hereto as Exhibit "C," (the "**Conceptual Master Plan**"), but refine the development of the North Campus as directed by its academic programmatic needs and encompass elements of campus organization, land and building use, vehicular and pedestrian circulation, infrastructure, open space, relationship to the community, sensitivity to the campus site, and building design to ensure compliance with physical master plan principles; (2) guide the development of a physical plant that serves and supports the educational and research mission of UNLV and other NSHE institutions; and (3) create a physical environment that is sustainable and complements NSHE's educational purpose, encouraging social and intellectual interchange among students, faculty, staff, private partners and the greater community.

B. CONVEYANCE OF LAND FOR PUBLIC PURPOSE

1. Subject to the terms and conditions of this Agreement and the inclusion in the signed Congressional legislation, i.e. the Southern Nevada Higher Education Land Act of 2008 (the "**Congressional Legislation**"), of statutory protections for NELLIS AFB, NELLIS AFB agrees it will not oppose legislation by the United States to provide for the conveyance of the Land to NSHE on behalf of UNLV.
2. NSHE and NELLIS AFB recognize that acceptance of the Land by NSHE is predicated upon the successful remediation of all environmental conditions that exist on the North Campus portions of the former Nellis Small Arms Range. Said land was identified in United States Army Corps of Engineers reports from 1994

and 1996. Said remediation to be accomplished by the United States Army Corps of Engineers, as set out in the Final Site Inspection Report for the Formerly Used Defense Sites Military Munitions Recovery Program Site Inspection Project (J09NV051001), completed July 23, 2007 for the Department of the Army Corps of Engineers, Los Angeles District.

C. EASEMENTS AND RESTRICTIONS

1. For so long as the Department of Defense has an interest, the Land shall be subject to an aviation easements as follows:
 - a. as to Sections 6 and 7 of the Land, as more particularly described on Exhibit "A" and graphically depicted on Exhibit "B," an easement to make low and frequent flights above, over, and across the surface of the Land, to specifically include unfettered use of the airspace above the Land, between one hundred to five hundred feet above ground level (100' - 500' AGL); and
 - b. as to Section 18 of the Land, as more particularly described on Exhibit "A" and graphically depicted on Exhibit "B," an easement to make low and frequent flights above, over, and across the surface of the Land, to specifically include unfettered use of the airspace above the Land, between one hundred fifty feet to five hundred feet above ground level (150' - 500' AGL), unless NELLIS AFB approves any building or structure over 150' AGL in writing.
2. For so long as the Department of Defense has an interest, the Land shall be subject to an easement to generate, cause, create or allow, in all of the airspace above, over, and across the surface of the Land, noises, vibrations, sonic booms, chaff, flares, odors, vapors, fumes, dust, fuel, particles and all other effects that may be inherent in the operation of Military Aircraft, whether or not while directly over the Land.
3. For so long as the Department of Defense has an interest, the Land shall be subject to height restrictions as follows:
 - a. as to Sections 6 and 7, NSHE shall not build, construct, cause or permit to be built or constructed, or permit to remain, any building, structure or improvement that: (i) is one hundred feet above ground level (100' AGL) or greater; (ii) would interfere with the aviation easement set forth in Section C(1) of this Agreement; or (iii) would violate any local, state, or federal law or regulation regarding the operation of Military Aircraft; and
 - b. as to Sections 18, without prior consent of NELLIS AFB, NSHE shall not build, construct, cause or permit to be built or constructed, or permit to remain, any building, structure or improvement that (i) is one hundred

fifty feet above ground level (150' AGL) or greater; (ii) would interfere with the rights conveyed by the aviation easement set forth in Section C(1) of this Agreement; or (iii) would violate any local, state, or federal law or regulation regarding the operation of Military Aircraft.

4. NELLIS AFB acknowledges and agrees that Sections 6 and 7 may contain research, laboratory and testing facilities that may contain equipment or other apparatus that may create electrical, electronic, or other interference with radio, radar, microwave, or other similar means of aircraft communications, or that may make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or that may result in glare or other condition that would impair the vision of pilots, or that may otherwise endanger the operation of Military Aircraft. NSHE covenants and agrees not to use or permit the use of any such equipment or other apparatus in any manner that would cause such interference without prior scheduling and coordination with NELLIS AFB.
5. NSHE hereby acknowledges that:
 - a. the Land is located in an area impacted by Military Aircraft noise and that present and future Military Aircraft noise may interfere with the unrestricted use and enjoyment of the Land;
 - b. Military Aircraft noise may change over time by virtue of greater numbers of Military Aircraft, louder Military Aircraft, variation in military training operations, and changes in airfield and air traffic control procedures;
 - c. the Land is located in an area impacted by noise from a live fire small arms range and that present and future noises from the live fire small arms range may interfere with the unrestricted use and enjoyment of the Federal land; and
 - d. noise from the live fire small arms range may change over time by virtue of louder weapons, variation in military training operations, and changes in small arms range or its procedures.

D. PLANNING AND DEVELOPMENT PROCESS

1. NSHE and NELLIS AFB agree to participate and collaborate in the preparation of a mutually agreeable North Campus Master Plan, subject to scope of work agreements with applicable consultants, which shall contain design and development standards of sufficient detail to ensure quality campus development and a seamless interface with the "University District," particularly the proposed commercial, mixed-use, and transit oriented developments to the west, leading to joint adoption of the North Campus Master Plan by both parties.

2. Both parties agree the UNLV North Campus Conceptual Master Plan shall be used as a framework for the development of the North Campus Master Plan and NELLIS AFB agrees that approval of the Master Plan shall not be unreasonably withheld.
3. NSHE and NELLIS AFB agree to use their best efforts to complete the North Campus Master Plan within twenty-four (24) months after final patent of the Land to NSHE, or such longer period as may be mutually agreed upon by the parties.
4. NELLIS AFB acknowledges that NSHE will collaborate with CNLV to develop the North Campus Master Plan and that the design standards of the North Campus Master Plan shall seek to reflect NSHE design standards, as well as design guidelines and development standards as may be adopted jointly by NSHE and CNLV from time to time, in order to accommodate the adjacent uses of CNLV.
5. Preparation of the North Campus Master Plan will be a collaborative process between NSHE and NELLIS AFB and CNLV:
 - a. The process for developing the North Campus Master Plan will comply with physical master plan guidelines contained in NSHE Board of Regents Handbook Title 4, Chapter 14.
 - b. NELLIS AFB and NSHE acknowledge the North Campus Master Plan, once completed by the NSHE, NELLIS AFB and CNLV planning staff, will be: (1) subject to public input requirements of CNLV; and (2) subject to adoption by the Board of Regents of the Nevada System of Higher Education, NELLIS AFB and the North Las Vegas Council. Should any approving body adopt the North Campus Master Plan with any changes or revisions after another approving body has already adopted the North Campus Master Plan, the plan shall be re-referred to those other approving bodies for approval of all changes or revisions.
 - c. Amendments to the North Campus Master Plan shall be subject to review and approval by NELLIS AFB.
 - d. The North Campus Master Plan will designate areas of the campus in the following categories: (i) academic use areas, which will include those improvements/buildings primarily intended for academic, academic support and student life, together with supporting infrastructure; and (ii) non-academic use areas, which are uses not directly relating to the academic mission of NSHE, its member institutions or student life. The North Campus Master Plan will establish basic standards for development applicable to academic and non-academic uses, but will also allow for appropriate flexibility to meet long-term changes in NSHE's academic needs.

E. INTERGOVERNMENTAL ISSUES

1. Both parties agree to maintain continuing cooperation on all legislative matters, local, state or federal, that impact the development or operation of the North Campus.
2. Neither party shall seek amendments to the provisions of the Congressional Legislation related to the North Campus without consent of the other party.
3. Both parties agree to the establishment of a two-tiered planning group to continue implementation of the North Campus Master Plan, as well as a process for the preparation, review and completion of North Campus plans and projects governed by this Agreement and/or the Congressional Legislation. The organization and process shall include:
 - a. An executive board (the “**Executive Committee**”) comprised of the following leaders or their designees:
 - i. Chancellor, NSHE
 - ii. Presidents of the four NSHE institutions in Southern Nevada (UNLV, Nevada State College, College of Southern Nevada, and Desert Research Institute)
 - iii. Executive Vice President/Provost, UNLV
 - iv. Commander U.S. Air Force Warfare Center, Nellis AFB
 - v. Commander, 99th Air Base Wing, Nellis AFB
 - vi. CNLV staff designated by its City Manager
 - b. A North Campus planning committee comprised of selected facilities management, engineering, planning and legal representatives of NSHE, NELLIS AFB, and CNLV as determined by the Chancellor, NSHE; Presidents, NSHE Institutions; Commander, U.S. Air Force Warfare Center; and City Manager, CNLV (“**Planning Task Force**”). Members of the Planning Task Force will also participate in the activities of the North Campus Task Force created by NSHE and CNLV in 2003.
 - c. The Planning Task Force’s management and staff support will be provided by UNLV. Initial procedures will include:
 - i. Establishment of a meeting schedule of sufficient frequency to guide the property acquisition, environmental remediation, and master planning processes and to regularly update the Executive Board.
 - ii. Development of master plan progress scope, group objectives, budget, processes, responsibilities and schedule for completion and review of the North Campus Master Plan.

- iii. Preparation of procedures for review and progress of the North Campus Master Plan and subsequent activities requiring approval by NSHE and NELLIS AFB.
- iv. Preparation of the master plan scope of work, budget and other documentation required to contract professional campus planning consultant(s) as determined necessary to implement the North Campus Master Plan.

F. INDEMNIFICATION

To the extent authorized by law, specifically, Nevada Revised Statutes Chapter 41, each party agrees to indemnify, defend and hold harmless the other party (and its officers, employees, agents and representatives) from and against all claims, liabilities, expenses, costs, liens and judgments relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such party, its tenants and subtenants, and the contractors, employees, agents, suppliers, purveyors, customers, licensees and invitees of each of them. The parties do not waive and intend to assert all defenses and immunities that are available to them by law.

G. MISCELLANEOUS

- 1. Term and Termination. This Agreement and the obligations and conditions herein contained, including, without limitation, those concerning avigation and noise easements, shall run with and burden the Land and be binding upon and inure to the benefit of NSHE, its successors and assigns. This Agreement shall terminate by mutual agreement of the parties or in the event the Land reverts to the United States.
- 2. Notices. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be personally delivered or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, to the Party at the address listed below:

To NSHE: University of Nevada, Las Vegas
Senior Vice President of Finance and Business
4505 Maryland Parkway
Box 451004
Las Vegas, NV 89154-1004

To NELLIS AFB: **[PLEASE INSERT]**

3. **Governing Law and Jurisdiction.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Nevada, and any action or proceeding instituted to enforce its provisions shall be litigated and determined in a court of competent jurisdiction.
4. **Severability.** Invalidation of any covenant, condition, restriction, term or provision of this Agreement by judgment, court order or otherwise shall in no way affect any other covenant, condition, restriction, term or provision, each of which shall remain in full force and effect.
5. **No Waiver.** The failure of any Party to insist upon strict performance of any of the obligations, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said Party may have and shall not be deemed a waiver of any subsequent breach or default in any of the obligations, conditions or agreements contained herein by the same or any other Party.
6. **Not a Partnership.** The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between any of the Parties.
7. **Third-Party Beneficiary Rights.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.
8. **Integration.** This Agreement, together with any attachments, exhibits or amendments thereto, constitutes the entire agreement between the parties and supersedes all previous contracts, whether written or oral, between the Parties with respect to the subject matter hereof, whether expressed or implied and shall bind the Parties unless the same be in writing and signed by the Parties.
9. **Modification.** This Agreement may be modified upon the mutual consent of the parties, provided such modification is in writing and agreed upon and signed by the same parties or the successors of those parties who signed the original agreement. Upon notification by a party wishing to modify this Agreement, the other party has 90 days to review the request and decide whether to accept, reject or negotiate modified language with the requesting party. No amendment shall be effective until fully executed by the parties or the date indicated in the modification itself, as applicable. There shall be no ex post facto modifications to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

NEVADA SYSTEM OF HIGHER EDUCATION,
on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS

Recommended:

Gerry Bomotti
Senior Vice President for Finance and Business
University of Nevada, Las Vegas

Recommended:

David B. Ashley
President
University of Nevada, Las Vegas

Approved as to Form:

Richard C. Linstrom
Vice President and General Counsel
University of Nevada, Las Vegas

BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION

Date of Board of Regents approval: _____, 2009

James E. Rogers
Chancellor

99th AIR BASE WING COMMANDER, NELLIS
AIR FORCE BASE, NEVADA

HOWARD D. BELOTE
Colonel, USAF
Commander

DRAFT

Exhibit "A"

Mayor
Michael L. Montandon
Council Members
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason



City Manager
Gregory E. Rose
Assistant City Manager
Dan Tarwater

Public Works Department • James A. Bell, P.E., Director

50 East Brooks Avenue • North Las Vegas, Nevada 89030
Telephone: (702) 633-1306 • Fax: (702) 642-2633
www.cityofnorthlasvegas.com

EXPLANATION: This description represents lands for the proposed UNLV - North Las Vegas Campus expansion lying north of Clark County Route 215, between Pecos Rd. and Lamb Blvd. within Sections 18 and 19, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County, Nevada and is intended to be used to accompany the R&PP application to the BLM.

This description was prepared from record information and is not the result of a field survey.

PARCEL DESCRIPTION

All of Sections 6, 7 & 18, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County, Nevada.

And

The North Half (N ½) of Government Lot 1,
The North Half (N ½) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4),
The North Half (N ½) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) and
The North Half (N ½) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4)
of Section 19, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County, Nevada.

Containing 2009.45 Acres, more or less as shown on BLM Land Records.

Prepared by:

Bartlett C Dalton, PLS
City Surveyor
50 East Brooks Avenue
North Las Vegas, NV 89030
Nevada Certificate 10160
Expires December 31, 2006

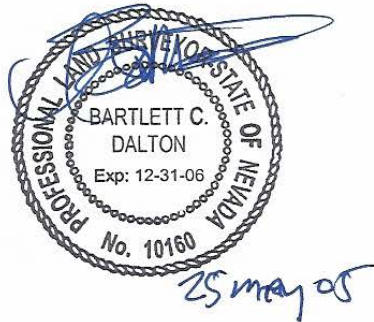
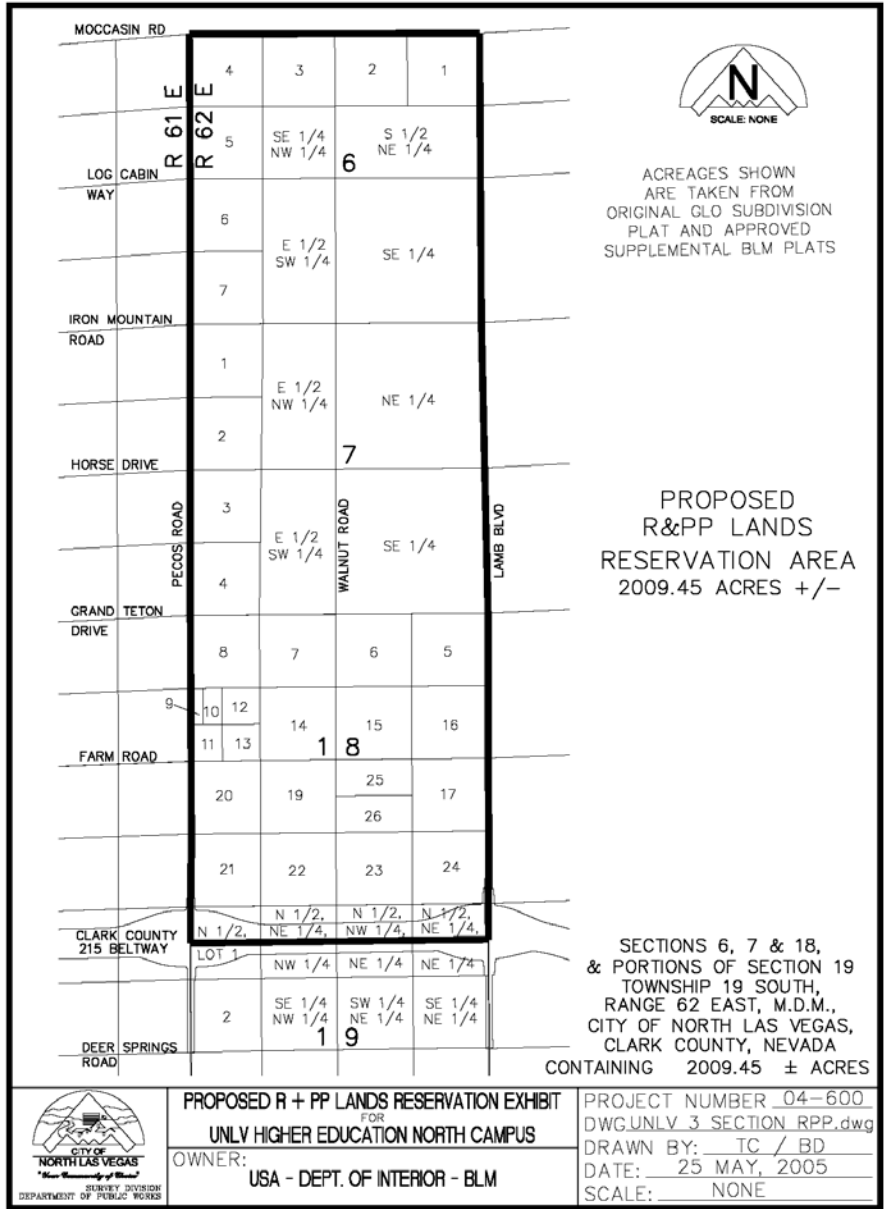


Exhibit "B"

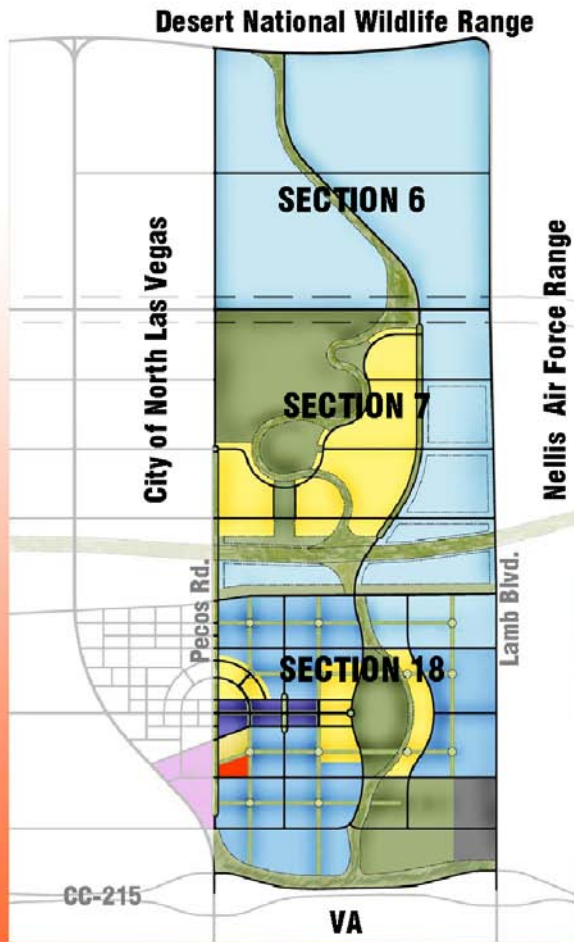


Pre-Decisional Site Plan

SECTION 18: Comprehensive Campus

SECTION 7: Recreation/Residential Specialized Research

SECTION 6: Large Area Research



Legend of Land Uses:

-  Academics / Research
-  Specialized Research
-  Initial Building at UNLV North Campus
-  Residential
-  Recreation / Athletic
-  Civic Wedge
-  Transit
-  Support Services



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 99TH AIR BASE WING (ACC)
NELLIS AIR FORCE BASE, NEVADA



Colonel Michael L. Bartley
Commander
4430 Grissom Ave, Ste 101
Nellis AFB NV 89191-6520

JAN 25 2008

Dr. David B. Ashley
President, University of Nevada, Las Vegas
4505 S. Maryland Parkway, Box 4451001
Las Vegas, NV 89154-1001

Dear President Ashley

As a result of our excellent working relationship with members of your staff, we better understand your concerns with some of the conditions regarding the UNLV North Campus land withdrawal. Nellis Air Force Base, conditionally, does not oppose this development.

Our position of non-opposition is contingent upon an understanding that Nellis Air Force Base will work with the Nevada System of Higher Education (NSHE), UNLV and Senator Harry Reid's staff to achieve appropriate language for the land withdrawal legislation. It is also contingent upon the successful implementation of the draft inter-local agreement.

Our organizations have made great progress to date and I look forward to continuing in our efforts to finalize this issue. Once again I thank you and your staff for all your efforts.


MICHAEL L. BARTLEY
Colonel, USAF

111TH CONGRESS
1ST SESSION

S. 940

To direct the Secretary of the Interior to convey to the Nevada System of Higher Education certain Federal land located in Clark and Nye counties, Nevada, and for other purposes.

IN THE SENATE OF THE UNITED STATES

APRIL 30, 2009

Mr. REID (for himself and Mr. ENSIGN) introduced the following bill; which was read twice and referred to the Committee on Energy and Natural Resources

A BILL

To direct the Secretary of the Interior to convey to the Nevada System of Higher Education certain Federal land located in Clark and Nye counties, Nevada, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Southern Nevada
5 Higher Education Land Act of 2009”.

6 **SEC. 2. FINDINGS; PURPOSE.**

7 (a) FINDINGS.—Congress finds that—

1 (1) southern Nevada is one of the fastest grow-
2 ing regions in the United States, with 750,000 new
3 residents added since 2000 and 250,000 residents
4 expected to be added by 2010;

5 (2) the Nevada System of Higher Education
6 serves more than 71,000 undergraduate and grad-
7 uate students in southern Nevada, with enrollment
8 in the System expected to grow by 21 percent during
9 the next 10 years, which would bring enrollment to
10 a total of 85,000 students in the System;

11 (3) the Nevada System of Higher Education
12 campuses in southern Nevada comprise 1,200 acres,
13 one of the smallest land bases of any major higher
14 education system in the western United States;

15 (4) the University of Nevada, Las Vegas, with
16 27,903 students and 3,000 faculty and staff, is the
17 fourth fastest-growing research university in the
18 United States;

19 (5) the College of Southern Nevada—

20 (A) serves more than 41,000 students each
21 semester; and

22 (B) is near capacity at each of the 3 urban
23 campuses of the College;

24 (6) Pahrump, located in rural Nye County, Ne-
25 vada—

1 (Λ) has grown by 20 percent since 2000;
2 and

3 (B) has a small satellite campus of Great
4 Basin College to serve the 40,500 residents of
5 Pahrump, Nevada; and

6 (7) the Nevada System of Higher Education
7 needs additional land to provide for the future
8 growth of the System, particularly for the University
9 of Nevada, Las Vegas, the College of Southern Ne-
10 vada, and the Pahrump campus of Great Basin Col-
11 lege.

12 (b) PURPOSES.—The purposes of this Act are—

13 (1) to provide additional land for a thriving
14 higher education system that serves the residents of
15 fast-growing southern Nevada;

16 (2) to provide residents of the State with great-
17 er opportunities to pursue higher education and the
18 resulting benefits, which include increased earnings,
19 more employment opportunities, and better health;
20 and

21 (3) to provide communities in southern Nevada
22 the economic and societal values of higher education,
23 including economic growth, lower crime rates, great-
24 er civic participation, and less reliance on social
25 services.

1 **SEC. 3. DEFINITIONS.**

2 In this Act:

3 (1) BOARD OF REGENTS.—The term “Board of
4 Regents” means the Board of Regents of the Ne-
5 vada System of Higher Education.

6 (2) CAMPUSES.—The term “Campuses” means
7 the Great Basin College, College of Southern Ne-
8 vada, and University of Las Vegas, Nevada, cam-
9 puses.

10 (3) FEDERAL LAND.—The term “Federal land”
11 means each of the 3 parcels of Bureau of Land
12 Management land identified on the maps as “Parcel
13 to be Conveyed”, of which—

14 (A) approximately 40 acres is to be con-
15 veyed for the College of Southern Nevada;

16 (B) approximately 2,085 acres is to be
17 conveyed for the University of Nevada, Las
18 Vegas; and

19 (C) approximately 285 acres is to be con-
20 veyed for the Great Basin College.

21 (4) MAP.—The term “Map” means each of the
22 3 maps entitled “Southern Nevada Higher Edu-
23 cation Land Act”, dated July 11, 2008, and on file
24 and available for public inspection in the appropriate
25 offices of the Bureau of Land Management.

1 (5) SECRETARY.—The term “Secretary” means
2 the Secretary of the Interior.

3 (6) STATE.—The term “State” means the State
4 of Nevada.

5 (7) SYSTEM.—The term “System” means the
6 Nevada System of Higher Education.

7 **SEC. 4. CONVEYANCES OF FEDERAL LAND TO THE SYSTEM.**

8 (a) CONVEYANCES.—

9 (1) IN GENERAL.—Notwithstanding section 202
10 of the Federal Land Policy and Management Act of
11 1976 (43 U.S.C. 1712) and section 1(c) of the Act
12 of June 14, 1926 (commonly known as the “Recre-
13 ation and Public Purposes Act”) (43 U.S.C. 869(c)),
14 and subject to all valid existing rights, the Secretary
15 shall—

16 (A) not later than 180 days after the date
17 of enactment of this Act, convey to the System,
18 without consideration, all right, title, and inter-
19 est of the United States in and to the Federal
20 land for the Great Basin College and the Col-
21 lege of Southern Nevada; and

22 (B) not later than 180 days after the re-
23 ceipt of certification of acceptable remediation
24 of environmental conditions existing on the par-
25 cel to be conveyed for the University of Nevada,

1 Las Vegas, convey to the System, without con-
 2 sideration, all right, title, and interest of the
 3 United States in and to the Federal land for
 4 the University of Nevada, Las Vegas.

5 (2) PHASES.—The Secretary may phase the
 6 conveyance of the Federal land under paragraph
 7 (1)(B) as remediation is completed.

8 (b) CONDITIONS.—

9 (1) IN GENERAL.—As a condition of the con-
 10 veyance under subsection (a)(1), the Board of Re-
 11 gents shall agree in writing—

12 (A) to pay any administrative costs associ-
 13 ated with the conveyance, including the costs of
 14 any environmental, wildlife, cultural, or histor-
 15 ical resources studies;

16 (B) to use the Federal land conveyed for
 17 educational and recreational purposes;

18 (C) to release and indemnify the United
 19 States from any claims or liabilities that may
 20 arise from uses carried out on the Federal land
 21 on or before the date of enactment of this Act
 22 by the United States or any person;

23 (D) as soon as practicable after the date of
 24 the conveyance under subsection (a)(1), to erect
 25 at each of the Campuses an appropriate and

1 centrally located monument that acknowledges
 2 the conveyance of the Federal land by the
 3 United States for the purpose of furthering the
 4 higher education of the citizens in the State;
 5 and

6 (E) to assist the Bureau of Land Manage-
 7 ment in providing information to the students
 8 of the System and the citizens of the State
 9 on—

10 (i) public land (including the manage-
 11 ment of public land) in the Nation; and

12 (ii) the role of the Bureau of Land
 13 Management in managing, preserving, and
 14 protecting the public land in the State.

15 (2) AGREEMENT WITH NELLIS AIR FORCE
 16 BASE.—

17 (A) IN GENERAL.—As a precondition of
 18 the conveyance of the Federal land for the Uni-
 19 versity of Nevada, Las Vegas under subsection
 20 (a)(1)(B), the Board of Regents shall enter into
 21 a binding interlocal agreement with Nellis Air
 22 Force Base to preserve the long-term capability
 23 of Nellis Air Force Base.

24 (B) REQUIREMENTS.—The interlocal
 25 agreement entered into under subparagraph (A)

1 and any related master plan shall require the
2 mutual assent of the parties to the agreement.

3 (C) LIMITATION.—In no case shall the use
4 of the Federal land conveyed under subsection
5 (a)(1)(B) compromise the national security mis-
6 sion or aviation rights of Nellis Air Force
7 Base.

8 (c) USE OF FEDERAL LAND.—

9 (1) IN GENERAL.—The System may use the
10 Federal land conveyed under subsection (a)(1) for—

11 (A) any purpose relating to the establish-
12 ment, operation, growth, and maintenance of
13 the System; and

14 (B) any uses relating to the purposes, in-
15 cluding residential and commercial development
16 that would generally be associated with an insti-
17 tution of higher education.

18 (2) OTHER ENTITIES.—The System may—

19 (A) consistent with Federal and State law,
20 lease, or otherwise provide property or space at,
21 the Campuses, with or without consideration, to
22 religious, public interest, community, or other
23 groups for services and events that are of inter-
24 est to the System or to any community located
25 in southern Nevada;

1 (B) allow any other communities in south-
2 ern Nevada to use facilities of the Campuses for
3 educational and recreational programs of the
4 community; and

5 (C) in conjunction with the city of Las
6 Vegas, North Las Vegas, or Pahrump or Clark
7 or Nye County plan, finance (including through
8 the provision of cost-share assistance), con-
9 struct, and operate facilities for the city of Las
10 Vegas, North Las Vegas, or Pahrump or Clark
11 or Nye County on the Federal land conveyed
12 for educational or recreational purposes con-
13 sistent with this section.

14 (d) REVERSION.—

15 (1) IN GENERAL.—If the Federal land or any
16 portion of the Federal land conveyed under sub-
17 section (a)(1) ceases to be used for the System, the
18 Federal land, or any portion of the Federal land
19 shall, at the discretion of the Secretary, revert to the
20 United States.

21 (2) UNIVERSITY OF NEVADA, LAS VEGAS.—If
22 the System fails to complete the first building or
23 show progression toward development of the Univer-
24 sity of Nevada, Las Vegas campus on the applicable
25 parcels of Federal land by the date that is 50 years

1 after the date of receipt of certification of acceptable
2 remediation of environmental conditions, the parcels
3 of the Federal land described in section 3(3)(B)
4 shall, at the discretion of the Secretary, revert to the
5 United States.

6 **SEC. 5. AUTHORIZATION OF APPROPRIATIONS.**

7 There are authorized to be appropriated such sums
8 as are necessary to carry out this Act.

○

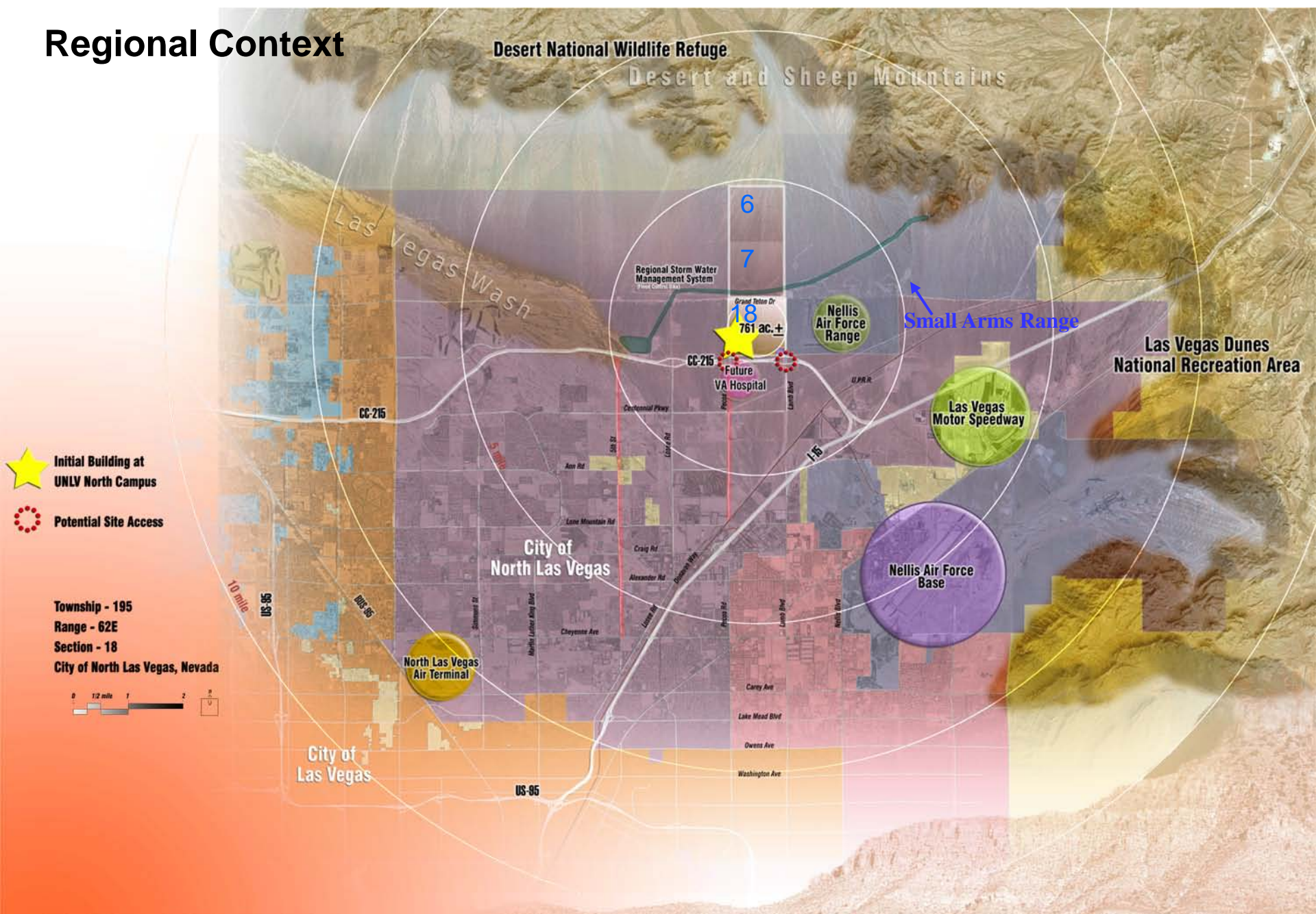
UNIVERSITY OF NEVADA, LAS VEGAS

NORTH LAS VEGAS LAND OPPORTUNITY

North Campus Background Information

March 2009

Regional Context

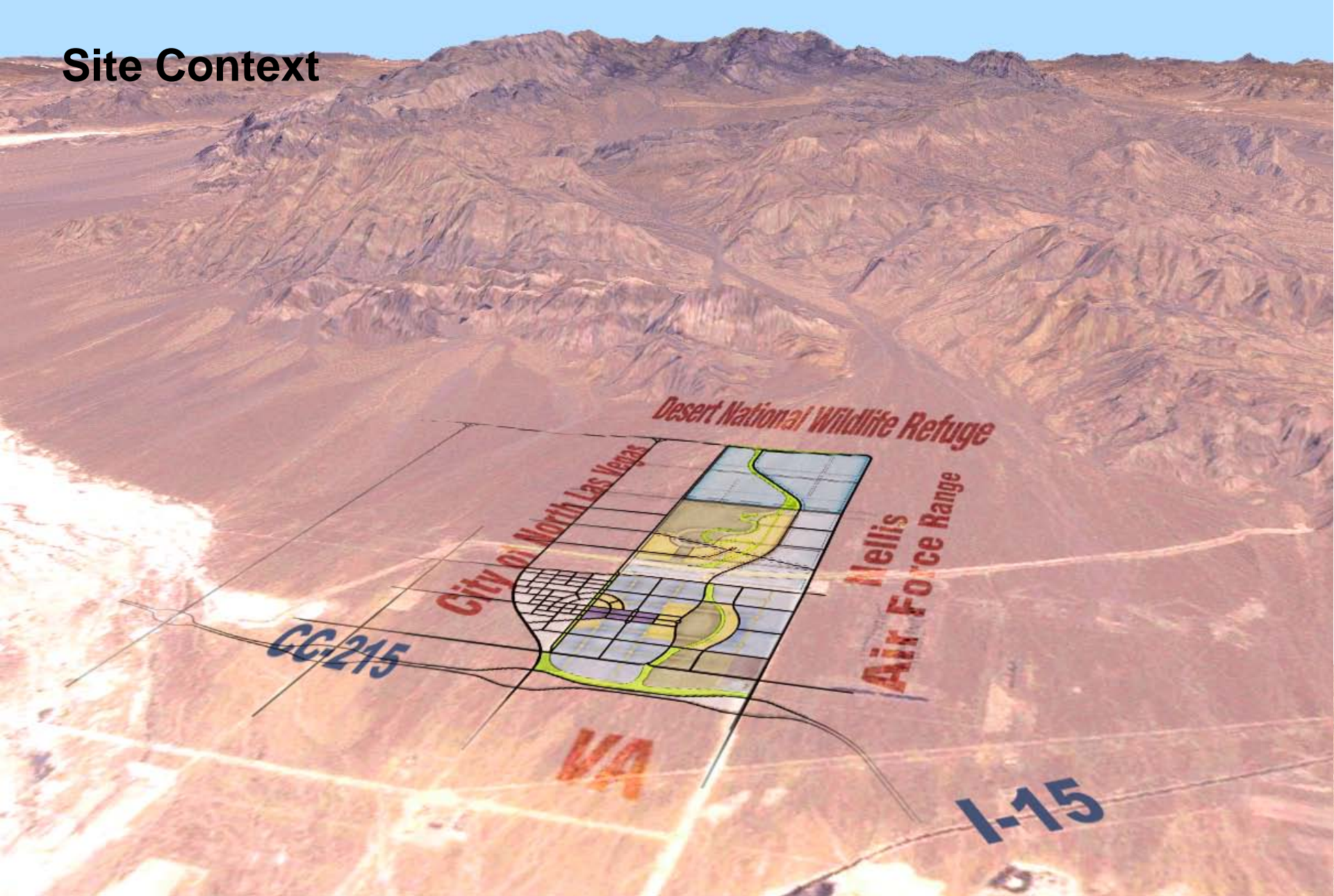


-  Initial Building at UNLV North Campus
-  Potential Site Access

Township - 19S
 Range - 62E
 Section - 18
 City of North Las Vegas, Nevada



Site Context



UNLV North Campus Pre-Decision Planning

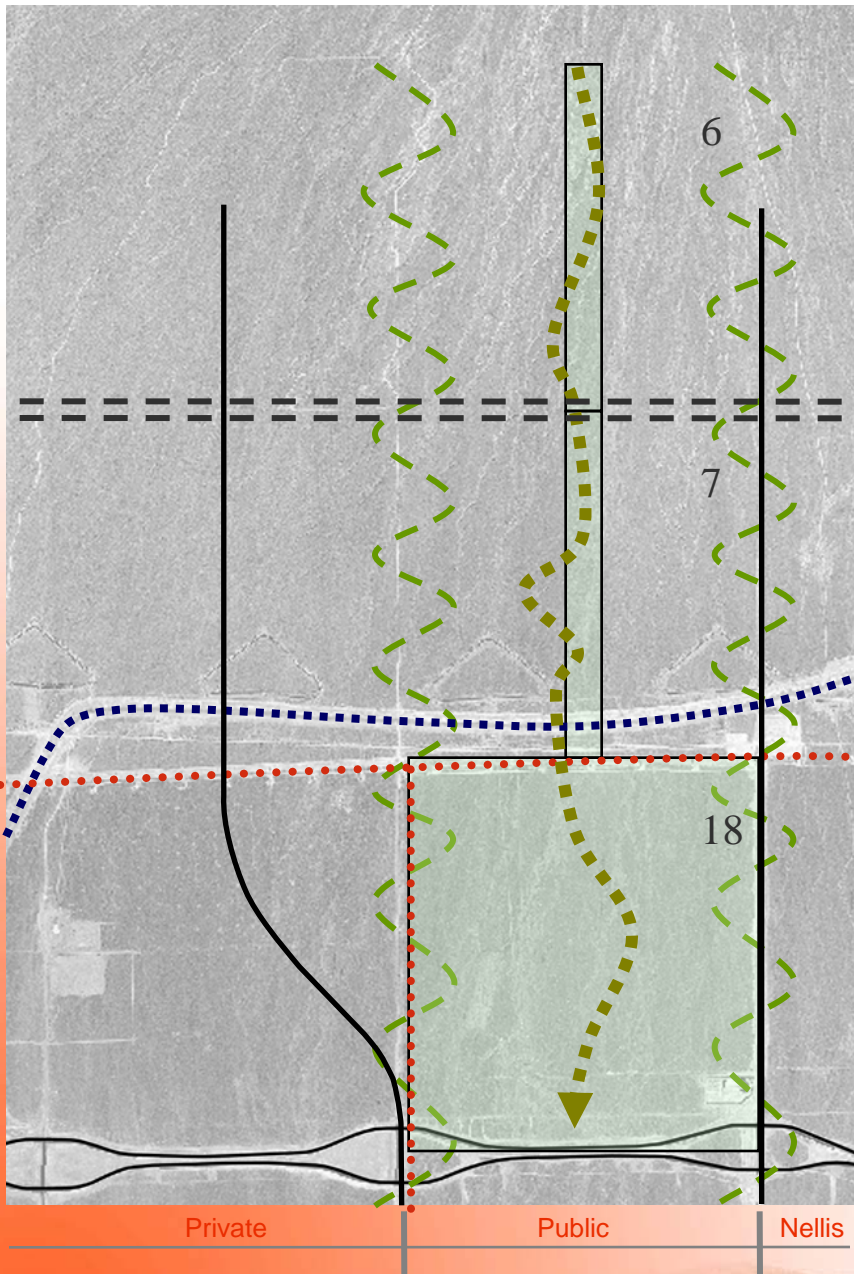
- **2002 – 2004 City of NLV asks UNLV and BLM to consider several campus sites for future needs for higher education in the Las Vegas Valley. CNLV has interest in partnering with UNLV to help economic development activities for the City of NLV.**
- **Planning efforts identified additional higher education and research land requirements.**
- **Regents and NLV City Council approved 2,009 acres in Spring 2005 (that CNLV would support for transfer).**
- **Regents, NLV City Council, BLM and legislative staffs agree that Congressional transfer is best land withdrawal method (similar to NSC and Harry Reid Research Park). The legislative transfer bill is part of a larger bill that contains land transfers for CSN and GBC.**
- **UNLV continues coordination and planning with USAF and other stakeholders.**
- **Planning focuses on graduate education and research opportunities, along with cooperative ventures with CSN, NSC, and DRI.**

Guiding Principles of Planning Efforts

- 1. Establish an integrated & synergistic campus / community center to meet the growing needs of the University System.**
- 2. Provide a diverse academic environment.**
 - Protect and Embrace the desert habitat.**
 - Position the campus to form a gateway to the mountains.**
 - Provide a dynamic campus image and unique graduate education and research opportunities.**
 - Coordinate all planning with interested parties, NLV and the USAF.**

Baseline Conditions

- 3 + Sections of Land – 2,009 Total Acres
- Address interface zones
- Las Vegas Wash Diversion Dike
- East-west power easement
- North-south power easement
- Shift Pecos-Statz to west to increase interface zone
- Extend Lamb to the north
- Potential beltway through 6 and 7
- Need to move water and people through campus



Pre-Decisional Site Plan

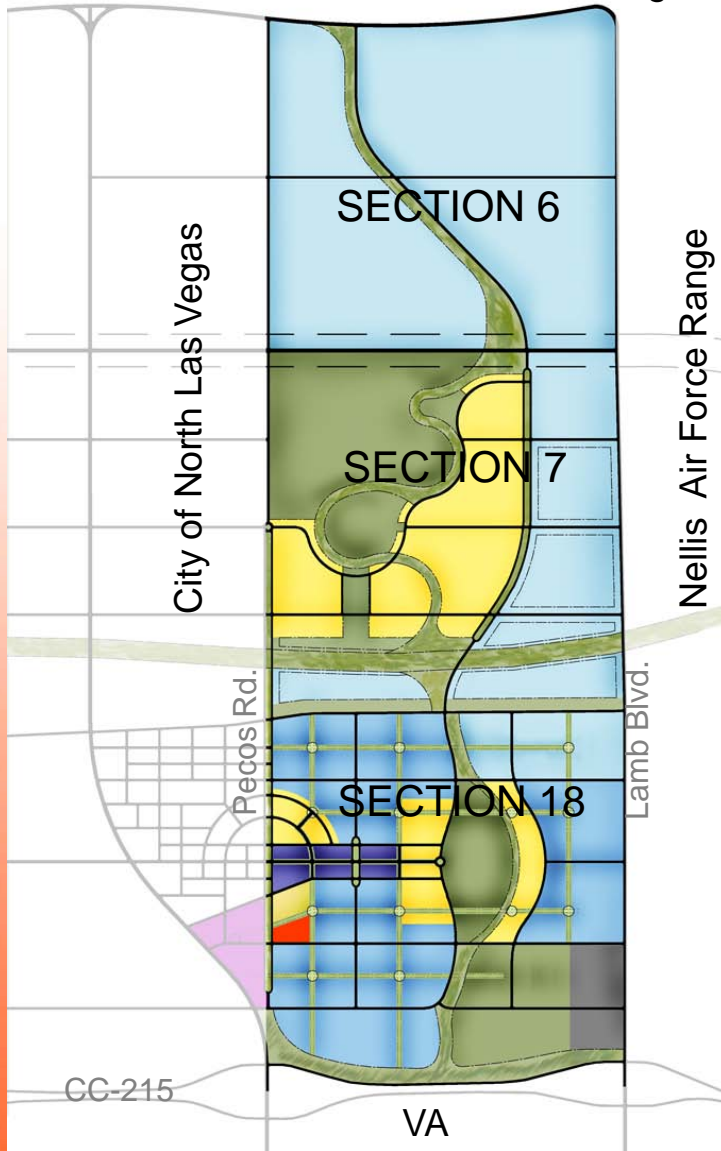
SECTION 18: Comprehensive Campus

SECTION 7: Recreation/Residential Specialized Research

SECTION 6: Large Area Research

Legend of Land Uses:

-  Academics / Research
-  Specialized Research
-  Initial Building at UNLV North Campus
-  Residential
-  Recreation / Athletic
-  Civic Wedge
-  Transit
-  Support Services



Section 18: Early Concepts for Initial Building at UNLV North Campus

Under the leadership of UNLV and in partnership with the College of Southern Nevada, Nevada State College, and the Desert Research Institute, very early programming yielded the following preliminary planning concepts.

- **First Building - 100,000 Gross Square Foot Potential**

- **Graduate Education**

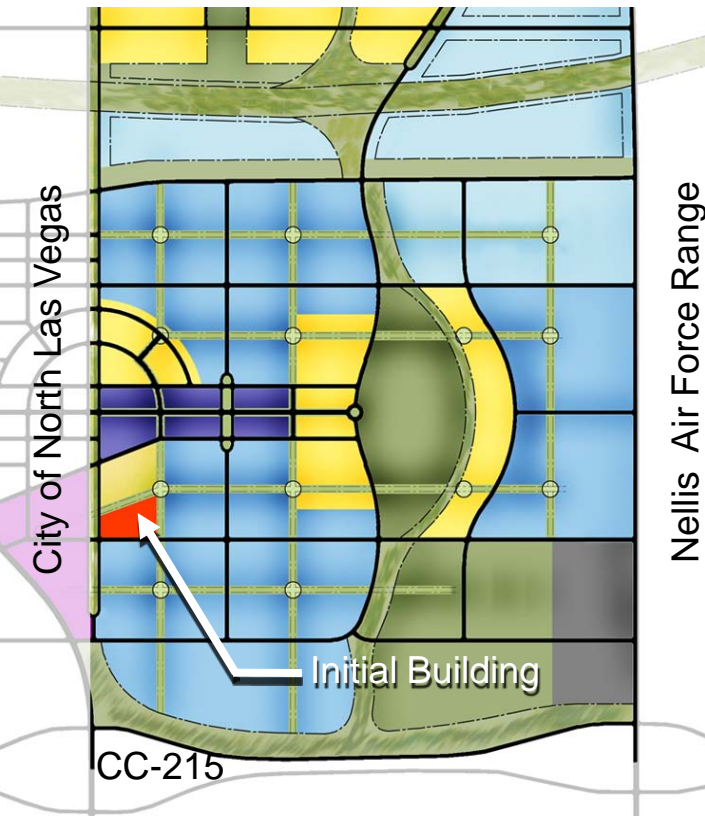
Focus areas to be determined as needs and research opportunities evolve.

- **Research**

UNLV research initiatives in conjunction with development of a UNLV North Research Park in partnership with the City of North Las Vegas, Federal, County and State agencies.

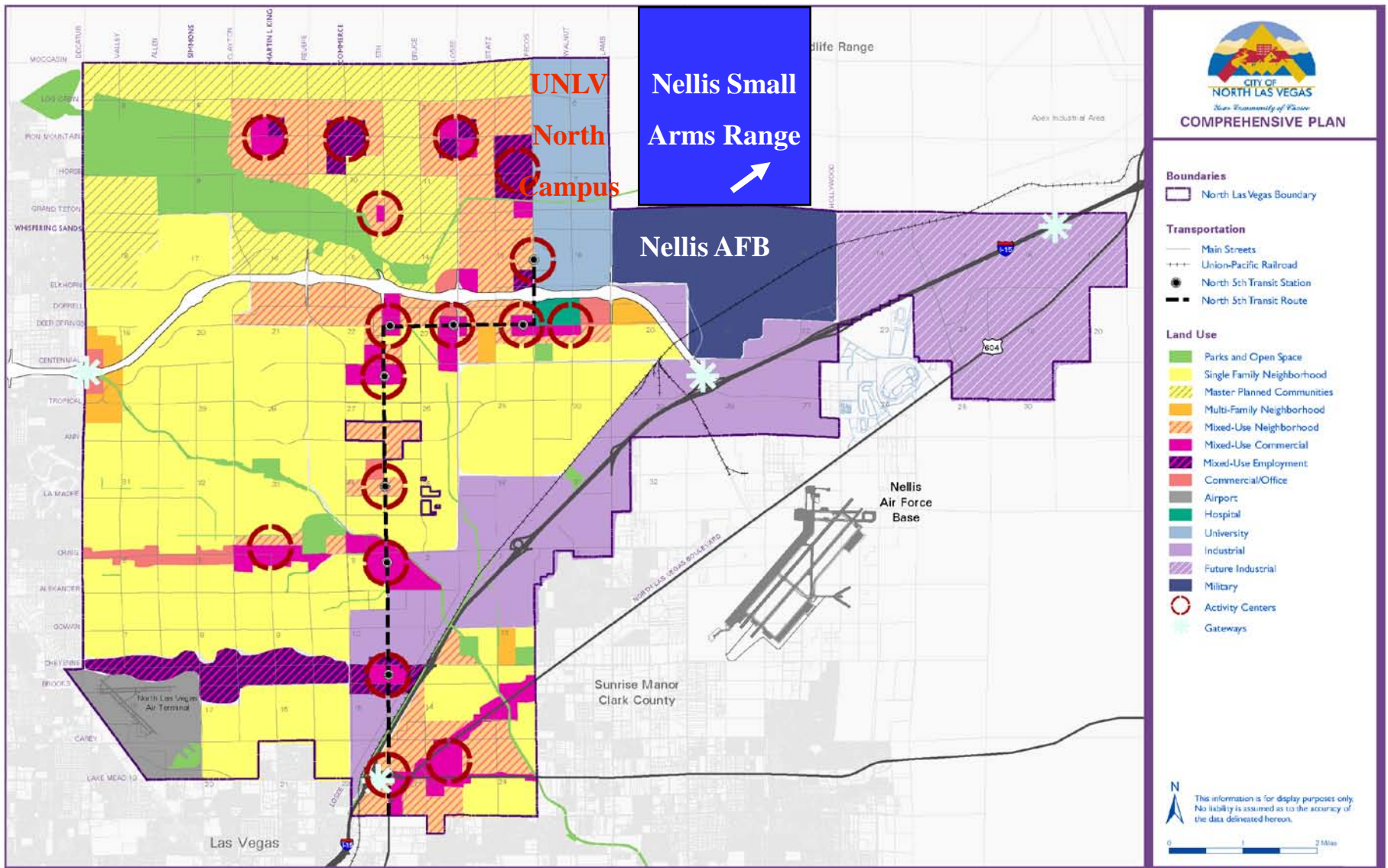
- **Under Graduate Education**

Focus areas to be determined as the needs of NSC, CSN and CCSD evolve.



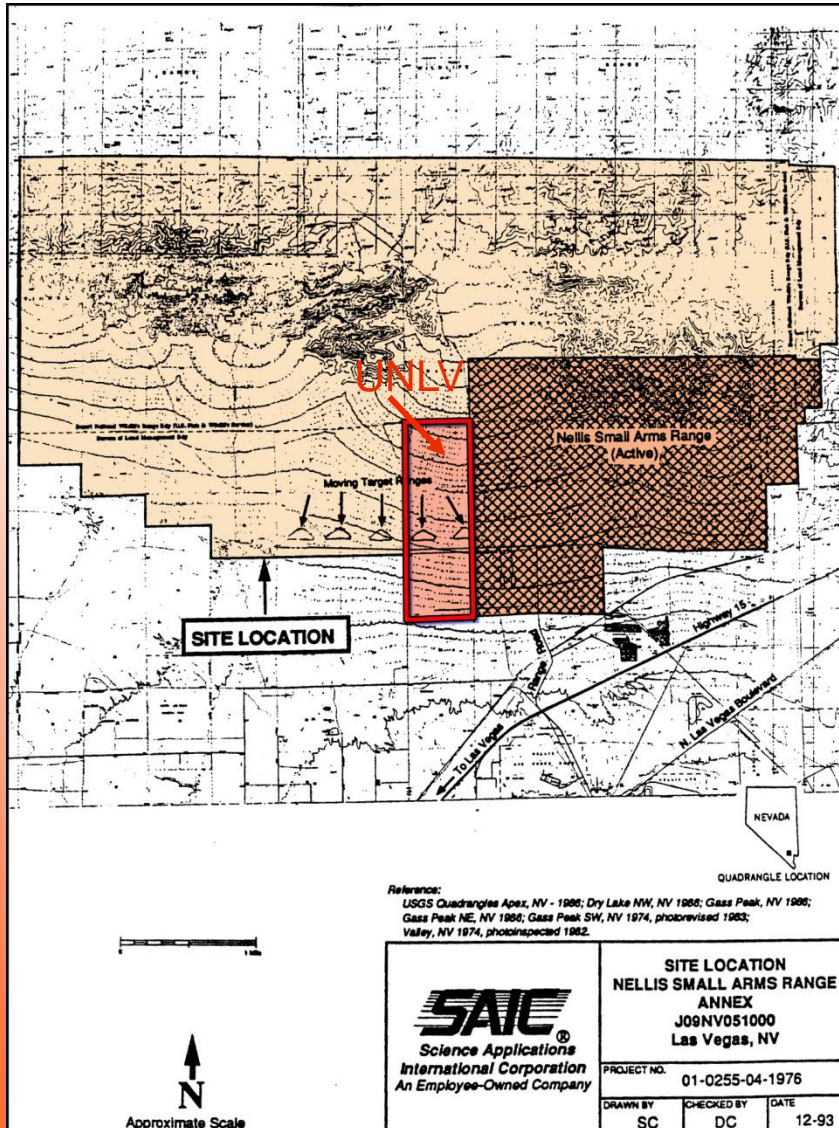
VA Hospital

City of North Las Vegas Comprehensive Master Plan Vision 2025



SCENARIO 2: VISION 2025

Phase 1, Environmental Site Assessment



- Former Nellis Small Arms Range Annex
 - 36,000+ acres total
 - Suspected small arms and unexploded ordnance
 - Qualifies for Defense Environmental Restoration Program
 - NV Dept. Environ. Protection lists as Former Defense Site
 - US Army Corps of Engineers (USACE) planning remediation
 - USACE estimates remediation cost of \$11 - \$14 million
- Historical and Cultural Sites
 - Manageable requirements
 - WWII aerial target berms and foundation
- Desert Tortoise habitat management
- Miscellaneous debris to be removed

Estimated Development Timeline

Planning Assumptions:

- Everything goes per proposed schedule and State capital planning process resulting in capital funding.
- Land withdrawal and remediation funding Federal legislation is approved per proposed schedule.
- State capital planning funding approved in 2011 and in future sessions.

Year	Activity
2007-08	Drafted environmental clean-up legislation for current DoD funding bill to provide part of the \$11-\$14 million estimated remediation funding (based on timing). Congressional legislation planned to include North Campus withdrawal to NSHE/UNLV and balance of environmental funding.
	US Army Corps of Engineers (USACE) completed Site Planning for Defense Environmental Restoration.
	USACE initiate final phases of remediation of the UNLV North Campus 2,009 acres of the former small arms range.
	UNLV develops plans for infrastructure and first building for future State capital funding submission.
	The Air Force sent a letter (Jan 2008) stating that they did not oppose the campus on the 2,009 acres and agreed on a draft interlocal agreement for the North Campus development.
	In September 2008 Senator Reid introduced legislation for special legislative withdrawal of the 2,009 acres as well as legislative withdrawal for sites for CSN and GBC.

(Continued)

Estimated Development Timeline (Continued)

Year	Activity
2009-10	UNLV/NSHE expects to complete interlocal agreements with CNLV and USAF during Spring 2009 for presentation to Regents in Summer/Fall 2009
	USACE and NDEP complete environmental remediation of the 2,009 acres campus portion of the former small arms range.
	NSHE accepts land after receiving No Further Action Required notification from NDEP. (late 2010/early 2011)
2011-13	Request planning funding from State legislative schedule for 2011 and future sessions.
2013 +	First UNLV building and infrastructure planning commences if State capital funds authorized.

Campus Comparisons with Other Similar Institutions

