

# BOARD OF REGENTS BRIEFING PAPER

**1. AGENDA ITEM TITLE:** UNLV Disposition and Development Agreement with the City of Las Vegas and G2 Capital Development - UNLV Shadow Lane Campus and Associated Property Development  
**MEETING DATE:** March 3-4, 2022

## **2. BACKGROUND & POLICY CONTEXT OF ISSUE:**

### Background

Between 2017 and 2019, UNLV worked with the City of Las Vegas (the “CLV”) on a collaborative plan to redevelop CLV-owned land parcels adjacent to the UNLV Shadow Lane Campus (at the northwest corner of the UNLV Shadow Lane Campus, adjacent to Wellness Way). That development would have been in conjunction with UNLV land at the northwest corner of the UNLV Shadow Lane Campus. UNLV presented information agenda items to the Board of Regents on this effort at the November 30 – December 1, 2017 Board of Regents meeting and the July 19, 2019 Special Board of Regents meeting. At those meetings, the Business, Finance and Facilities Committee and the Board of Regents expressed support for UNLV’s pursuit of this initiative with CLV.

In late 2020, CLV had determined to pursue a different course of action to accomplish the goals of that redevelopment initiative. On December 16, 2020, CLV City Council approved CLV entering into an Exclusive Negotiating Agreement (the “CLV ENA”) with G2 Capital Devco LLC dba G2 Capital Development (the “G2” or “Developer”) for the potential redevelopment of the CLV-owned land parcels adjacent to the UNLV Shadow Lane Campus.

UNLV remained interested, and saw potential benefits to UNLV, CLV, the Las Vegas Medical District (the “LVMD”), students, faculty, staff, workforce, visitors, customers, patients, and others who spend time at the UNLV Shadow Lane Campus and the LVMD, among others, in collaborating with CLV, and G2, on this redevelopment effort. Accordingly, with approval by the Board of Regents at its April 16, 2021 special meeting, UNLV entered into an Exclusive Negotiating Agreement (the “UNLV ENA”) with G2 for the potential G2 redevelopment of a portion of the UNLV Shadow Lane Campus, in conjunction with the CLV-owned land parcels adjacent to the UNLV Shadow Lane Campus identified in the CLV ENA.

As a part of the UNLV ENA item presented at the April 16, 2021 Board of Regents special meeting, UNLV noted in the briefing paper that next steps related to this effort include: 1) potential future exclusive rights for G2 to acquire and redevelop the CLV-owned land parcels, and 2) additional CLV action on a potential future Disposition and Development agreement (the “CLV DDA”).

In working through the next steps, UNLV, CLV, and G2 agreed that the following items need to be created for review, consideration, and approval by the appropriate entities for this redevelopment effort to move forward:

- 1) Development of a three party (UNLV, CLV, and G2) Disposition and Development agreement (the “**Three Party DDA**”, provided herein as “**Attachment A**”),
- 2) The subsequent development of a UNLV and G2 Project Development Agreement (the “**UNLV PDA**”) for specific project development terms and conditions, and
- 3) Other supporting items, such as implementing or operating agreements, as appropriate and/or necessary, to further define and/or support the objectives of the project development and associated terms.

### Three Party Disposition and Development Agreement

As the next step for this redevelopment effort, and subsequent to the prior approval of the UNLV ENA, UNLV is requesting Board of Regents approval of the Three Party DDA. It is anticipated that the CLV City Council will have had a public hearing for the consideration and potential approval by CLV of the Three Party DDA in February 2022.

The focus of the Three Party DDA includes the following specific items (aside from disclosure, assignment, transfer, termination, policy compliance, and other more typical general agreement terms):

- Rights, terms, assurances, escrow, closing, and other conditions/requirements for G2 to purchase and close on CLV-owned land parcels adjacent to the UNLV Shadow Lane Campus, for initial ownership by UNLV (and subsequent conveyance to G2, as noted below, once all conditions of the Three Party DDA and the UNLV PDA are met regarding project development plans, processes, and other items).
- Identification of a UNLV-contributed portion of land for the redevelopment project (which will be a portion of a UNLV Shadow Lane Campus master ‘UNLV Development Parcel’ identified in the Three Party DDA) to be

combined with the CLV-owned parcels purchased by G2 and initially deeded to UNLV. The combined CLV parcels and a portion of the UNLV Development Parcel will create a Project Development Parcel for the G2 redevelopment project, which will be owned by G2 for the redevelopment project once terms of the Three Party DDA and UNLV PDA are met.

- Requirements and terms for the development of the UNLV PDA.
- Requirements for the development, submittal, and recording of a Commercial Subdivision Map (“CSM”), in accordance with Nevada Law, for the Project Development Parcel.
- Requirements and timelines for redevelopment project planning and regulatory processes, such as a Site Development Review (“SDR”).
- Other relevant items as specified in the Three Party DDA, which will be coordinated with the forthcoming development and subsequent requested approval by the Board of Regents for the UNLV PDA.

#### UNLV Benefits Sought from this Redevelopment Initiative

UNLV’s overall focus for this redevelopment initiative, which may continue to be refined, includes achieving the following benefits for UNLV (which are expected to be specifically negotiated terms in the UNLV PDA that will work in conjunction with and supplement the Three Party DDA, to be presented to the Board of Regents at a future meeting for consideration and approval):

- Restore any UNLV facilities lost due to the redevelopment of the UNLV-contributed land (largely items such as Shadow Lane Building ‘C’ facilities, parking capacity, operations and ‘laydown’ space) in an effective manner via new facilities (i.e. in a new location on the UNLV Shadow Lane Campus, and/or within the redevelopment project, with suitable temporary facilities provided as needed.)
- In exchange for UNLV not having certain UNLV-contributed land development capability for a period of time, UNLV receiving future benefits of land and facility acquisition of the redevelopment improvements, including ultimate acquisition of the CLV parcels, return of the UNLV-contributed land portion of the UNLV Development Parcel, and ultimate UNLV ownership of the G2 development improvements, at a future point in time.
- Other possible benefits, such as right of first refusal to lease available space in the G2 development project, financial returns based on certain project milestones, or other items.

#### Additional Notable Items Requested as Part of Potential Agenda Item Approval

UNLV requests the following items be a part of any Board of Regents agenda item approval:

- That the Chancellor (or the Chancellor’s designee) have the authority to approve an administrative extension of time beyond the PDA Outside Date, as specified in Section 6.1 of the Three Party DDA.
- That the Chancellor (or the Chancellor’s designee) have the authority to sign and/or authorize any instruments or actions associated with the implementation of the Three Party DDA terms, for items such as the SDR, CSM, customary closing documents, or other documents of action the Chancellor deems necessary, with consultation with NSHE counsel, to perform, carry out and/or execute the terms of the Three Party DDA, if approved by the Board of Regents.

### **3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:**

UNLV President Keith E. Whitfield requests the following:

1. That the Board of Regents approve UNLV’s request to enter into the Three Party DDA with CLV and G2, as the next step for a UNLV Shadow Lane Campus and adjacent property redevelopment project as described above, and to be further defined in a subsequent UNLV PDA.
2. That the Board of Regents authorize the Chancellor, and provide or delegate authority to the Chancellor, as outlined and requested in this briefing paper, to implement, perform, carry out and/or execute the terms of the Three Party DDA, if approved by the Board of Regents.

### **4. IMPETUS (WHY NOW?):**

UNLV entered into the UNLV ENA with G2, per the approval of the Board of Regents at its April 16, 2021 special meeting. Entering into the Three Party DDA is the next sequential step for this redevelopment project and initiative, to be followed by the development and request for approval of a UNLV PDA. Furthermore, the UNLV ENA term is effective through March 31, 2022, and entering into the Three Party DDA prior to the expiration of the UNLV ENA is timely.

### **5. CHECK THE NSHE STRATEGIC PLAN GOAL THAT IS SUPPORTED BY THIS REQUEST:**

- Access (Increase participation in post-secondary education)
- Success (Increase student success)
- Close the Achievement Gap (Close the achievement gap among underserved student populations)

**Workforce (Collaboratively address the challenges of the workforce and industry education needs of Nevada)**

**Research (Co-develop solutions to the critical issues facing 21<sup>st</sup> century Nevada and raise the overall research profile)**

**Not Applicable to NSHE Strategic Plan Goals**

**INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL**

- **Access (Increase participation in post-secondary education):** Improved facilities at the UNLV Shadow Lane Campus and in the LVMD improve the quality and extent of facilities and amenities in this area, providing opportunities to improve access for post-secondary education participation.
- **Success (Increase student success):** Improved facilities at the UNLV Shadow Lane Campus and in the LVMD improve the quality and extent of facilities and amenities in this area, which can enrich academic, research, and other opportunities and experiences to support and expand student success in post-secondary education.
- **Workforce (Collaboratively address the challenges of the workforce and industry education needs of Nevada):** UNLV programs at the UNLV Shadow Lane Campus and in the LVMD focus on health sciences (i.e. medical, dental, nursing, occupational therapy, other items.) These health sciences programs represent critical workforce needs in Southern Nevada and support further development of health care infrastructure, services, and access. Improving the quality and extent of facilities and amenities in this area both improves the educational experience for workforce development in these disciplines and supports attracting future students, faculty, and staff to UNLV health sciences programs workforce development through higher education.

**6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:**

- Entering into the Three Party DDA will permit UNLV to continue to pursue beneficial and collaborative redevelopment opportunities at the UNLV Shadow Lane Campus and the LVMD, consistent with prior efforts and in collaboration with the current redevelopment approach being pursued by CLV.
- The opportunity to collaborate with adjacent land parcels in redevelopment activities that could provide benefits to UNLV is not a common scenario, and the opportunity to enter into the Three Party DDA presents this unique opportunity to UNLV.

**7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:**

None noted.

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

Do not enter into the Three Party DDA, which would effectively halt further progress or ability to further pursue this redevelopment initiative.

**9. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:**

**10. COMPLIANCE WITH BOARD POLICY:**

Consistent With Current Board Policy: Title # \_\_\_\_\_ Chapter # \_\_\_\_\_ Section # \_\_\_\_\_

Amends Current Board Policy: Title # \_\_\_\_\_ Chapter # \_\_\_\_\_ Section # \_\_\_\_\_

Amends Current Procedures & Guidelines Manual: Chapter # \_\_\_\_\_ Section # \_\_\_\_\_

Other: \_\_\_\_\_

Fiscal Impact: Yes \_\_\_\_\_ No

Explain: Entering into the Three Party DDA does not have a fiscal impact. It is possible that potential future Board of Regents meeting agenda action items for development or implementing agreements, such as the UNLV PDA, may have fiscal impacts, which would be identified in those agenda materials.

## DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the “*Agreement*”) is entered into as of the \_\_\_ day of \_\_\_, 2022 by and between the City of Las Vegas, a Nevada political subdivision (“*CLV*”), and G2 Capital Devco, LLC dba G2 Capital Development, a Nevada limited liability company (“*Developer*”) and the Board of Regents of the Nevada System of Higher Education, for and behalf of the University of Nevada, Las Vegas (“*UNLV*”). UNLV, CLV and Developer are individually referred to herein as a “*Party*” and collectively referred to herein as “*Parties*”.

### WITNESSETH:

#### WHEREAS:

A. The City owns certain real property within an area known as the Las Vegas Medical District, which consists of approximately 0.72 acres (APNs: 139-33-402-034; 139-33-402-014; and 139-33-402-015), as depicted on as Exhibit A attached hereto and legally described on Exhibit B attached hereto (the “*Site*”).

B. CLV and Developer have entered into that Exclusive Negotiation Agreement dated December 16, 2020 and First Amendment dated May 5, 2021 (collectively, the “*ENA*”) whereby Developer was provided access to the Site to conduct due diligence activities on the Site in connection with developing the Project (hereinafter defined).

C. CLV desires to sell to Developer, and Developer desires to purchase from CLV the Site, in order to develop the Project on the Project Development Parcel (hereinafter defined).

D. Developer desires to have the Site directly conveyed to UNLV at the Closing in lieu of conveying the Site to Developer.

E. UNLV owns certain real property located within the Las Vegas Medical District (a portion of APN: 139-33-406-006) the approximate boundaries of which are depicted on Exhibit C attached hereto (the “*UNLV Development Parcel*”) and which is adjacent to the Site and which is part of a larger property owned by UNLV described on Exhibit D attached hereto (the “*UNLV Master Parcel*”).

F. The Parties intend for the Site and the UNLV Development Parcel to be combined into one parcel as depicted on the Project Site Plan (hereinafter defined) (the “*Project Development Parcel*”) for the development of the Project thereon under NRS 278.

G. Developer and UNLV will enter into the Project Development Agreement (hereinafter defined) for the development of the Project.

H. The Parties acknowledge that the Project cannot move forward without the subdivision and combination of the Site and the UNLV Development Parcel in order to create the Project Development Parcel and the Parties agree to cooperate and move forward as set forth herein with the combination of the Site and the UNLV Development Parcel to create the Project Development Parcel.

I. The Parties mutually agree that it is their mutual intent to proceed with obtaining a final SDR and CSM (both hereinafter defined) for the Project as set forth herein.

J. The Parties intend these factual Recitals to be part of this Agreement, and the Parties may rely on these factual Recitals.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

## 1. GENERAL PROVISIONS

1.1 Purpose of Agreement. By executing this Agreement, CLV agrees to sell the Site to Developer and Developer agrees to purchase the Site and cause the Site to be conveyed to UNLV. The development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of CLV, and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

### 1.2 Definitions.

“*Additional Objections*” shall have the meaning set forth in Section 11(b).

“*Affiliate*” means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term “control” (including the terms “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of a Controlling Interest.

“*Affiliated Venture*” means a Person whose membership interests are owned by (i) an Affiliate wholly owned, directly or indirectly, by Developer that possesses, directly or indirectly, (a) at least a 51% equity ownership interest in the Person and (b) the power to direct or cause the direction of the management and policies of the Person, whether through the ability to exercise voting power, the ownership of voting securities or other beneficial interests, by contract or otherwise, which power may be subject to the veto or consent rights of another Person over certain major decisions, and (ii) an institutional real estate investor that owns a direct equity ownership in the Person and may possess veto or consent rights over certain major decisions (a “*Proposed Equity Investor*”).

“*Agency*” means the City of Las Vegas Redevelopment Agency.

“*Agreement*” has the meaning set forth in the preamble to this Agreement.

“*CLV*” means the City of Las Vegas, Nevada, a political subdivision of the State of Nevada.

“*CLV Parties*” ha the meaning set forth in Section 14.2.

“*City Council*” means the governing body of CLV.

“*Close of Escrow*” and/or “*Closing*” means the consummation of the acquisition by Developer of fee title to the Site, which shall be evidenced by the recording of a Deed in the Official Records, Clark County, Nevada.

“*Closing Date*” has the meaning set forth in Section 10.1.

“*Closing Cure Items*” has the meaning set forth in Section 11(a).

“*Closing Payment*” has the meaning set forth in Section 5.2.

“*Controlling Interest*” means the ownership, directly or indirectly, of, or other legal right to direct the voting of, fifty percent (50%) or more of the voting interests in a Person or the governing body of such Person.

“*CLV*” has the meaning set forth in the opening paragraph of this Agreement.

“*CSM*” has the meaning set forth in Section 6.1(c).

“*Cure Period*” has the meaning set forth in Section 11(a).

“*Deed*” means CLV’s Grant, Bargain and Sale deed conveying the Site to UNLV in the form of Exhibit E attached hereto.

“*Developer*” has the meaning set forth in the opening paragraph of this Agreement and Developer’s permitted successors and assigns.

“*Earnest Money Deposit*” has the meaning set forth in Section 5.1.

“*Effective Date*” has the meaning set forth in Section 19.

“*ENA*” has the meaning set forth in Recital B.

“*Environmental Claim*” means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or written notices of noncompliance, liability or violation by any person or entity (including any governmental or regulatory authority) alleging potential liability (including, without limitation, potential responsibility or liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (a) the presence, or release or threatened release into the environment, of any Hazardous Substance; (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; or (c) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or release of any Hazardous Substance.

“*Environmental Law*” means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, environmental condition or Hazardous Substance.

“*Escrow*” has the meaning set forth in Section 9.1.

“*Escrow Agent*” has the meaning set forth in Section 9.1.

“*Feasibility Review Period*” has the meaning set forth in Section 14(a).

“*Governmental Authority*” or “*Governmental Authorities*” means (i) the United States of America, the State of Nevada, CLV, the County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over Developer or over, under or above the Site (or any portion thereof) and (ii) any public utility or private entity which will be accepting and/or approving any development on the Site.

“*Hazardous Substance*” means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated biphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release, threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Government Authority or Environmental Laws; or (c) a basis for liability to any Government Authority or third party under any regulatory, statutory or common law theory.

“*Indemnitor*” has the meaning set forth in Section 8.

“*Liabilities*” means any and all liens, demands, liabilities, actions, causes of action, judgments, costs, claims, damages, suits, losses and expenses, penalties, fines or compensation whatsoever, direct or indirect (including reasonable legal fees, expert witness fees, and court, mediation, arbitration and administrative costs and expenses).

“*NRS*” means Nevada Revised Statutes, as amended from time to time.

“*Party*” has the meaning set forth in the preamble to this Agreement.

“*Parties*” has the meaning set forth in the preamble to this Agreement.

“*PDA Outside Date*” has the meaning set forth in Section 6.1(a).

“*Person*” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any clv or political subdivision thereof.

“*Project*” means the development shown and/or described in the Project Site Plan and in the Scope of Development.

“*Project Assurances*” has the meaning set forth in Section 6.2.

“*Project Development Agreement*” means that Project Development Agreement entered into by Developer and UNLV to be entered into no later than the PDA Outside Date which sets forth the agreement between Developer and UNLV for the development of the Project.

“*Project Development Parcel*” has the meaning set forth in Recital F.

Exhibit F. “*Project Site Plan*” means that site plan for the Project attached hereto as

“*Purchase Price*” has the meaning set forth in Section 4.

“*Recorder’s Office*” means the Office of the Recorder of Clark County, Nevada.

“*Requirement*” means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all Governmental Authorities having jurisdiction over Developer or the Site (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of CLV and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for the Site, as then in force; (iii) any and all provisions and requirements of any insurance policy required to be carried by Developer under this Agreement; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record.

“*Scope of Development*” has the meaning set forth in Section 6.1(a).

“*SDR*” means a finally approved Site Development Plan Review for the Project, consistent in all respects with the Project Site Plan and the Scope of Development, pursuant to 19.16.100 and 19.09 of the Unified Development Code of CLV’s municipal code.

“*Site*” has the meaning set forth in Recital A.

“*Survey*” has the meaning set forth in Section 11(a).

“*Title Instruments*” has the meaning set forth in Section 11(a).

“*Title Review Period*” has the meaning set forth in Section 11(a).

“*Title Policy*” has the meaning set forth in Section 12.

“*Unacceptable Encumbrances*” has the meaning set forth in Section 11(a).

“*UNLV*” means has the meaning set forth in the opening paragraph of this Agreement.

“*UNLV Development Parcel*” has the meaning set forth in Recital E.

“*UNLV Master Parcel*” has the meaning set forth in Recital E.

1.3 Exhibits. The following exhibits to the Agreement are incorporate herein and made part of this Agreement:

- |             |                           |
|-------------|---------------------------|
| EXHIBIT “A” | DEPICTION OF SITE         |
| EXHIBIT “B” | LEGAL DESCRIPTION OF SITE |



EXHIBIT “C”	DEPICTION OF UNLV DEVELOPMENT PARCEL
EXHIBIT “D”	LEGAL DESCRIPTION OF UNLV MASTER PARCEL
EXHIBIT “E”	FORM OF DEED
EXHIBIT “F”	PROJECT SITE PLAN
EXHIBIT “G”	SCOPE OF DEVELOPMENT
EXHIBIT “H”	DISCLOSURE OF PRINCIPALS

**2. THE SITE.**

The Site is designated as APNs 139-33-402-034; 139-33-402-014; 139-33-402-015 and consists of approximately 0.72 gross acres, as depicted in Exhibit A and described more particularly in Exhibit B, each of which are attached to this Agreement. The Parties agree that the Project Development Parcel is intended to include the Site and the UNLV Development Parcel. Developer shall be responsible for the CSM and accompanying record(s) of survey of the Site, subject to Section 6.1(c) herein, prepared by Developer at Developer’s cost and expense.

**3. PARTIES TO THE AGREEMENT**

3.1 CLV. The office of CLV is located at 495 South Main Street, Las Vegas, Nevada 89101. CLV shall have no right to assign CLV’s interest under this Agreement.

3.2 Developer. The Developer is G2 Capital Devco, LLC dba G2 Capital Development, a Nevada Limited Liability Company. The principal office of the Developer is located at 4700 S. Maryland Pkwy., Suite 150, Las Vegas, NV 89119. Wherever the term “Developer” is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided, including any development entity controlled by the Developer. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit H, all principals, including partners or members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer or any principal, partner or member of Developer. Developer shall provide CLV with written notification of any material change in the above disclosure within thirty (30) days of any such change.

3.3 Assignments and Transfers. The qualifications and identity of Developer are of particular concern to CLV and UNLV, and it is because of such qualifications and identity that CLV has entered into this Agreement with Developer. Developer and CLV agree that, prior to Completion of Construction:

- (a) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.
- (b) Developer shall not directly or indirectly transfer or assign all or any part of this Agreement without the prior written approval of CLV, after consultation with UNLV, which approval may be withheld at CLV’s sole discretion. Developer agrees that a transfer of the direct or indirect equity interests in Developer shall constitute a transfer or assignment of Developer’s interest in this Agreement.

(c) Notwithstanding the foregoing, Developer may make a one-time transfer or assignment of this Agreement to an Affiliated Venture subject to CLV's approval, after consultation with UNLV, which CLV agrees shall not be unreasonably withheld so long as:

(i) Developer provides written notice to CLV along with a disclosure of principals of the Affiliated Venture as set forth in Section 3.2;

(ii) the sole purpose of the transfer to an Affiliated Venture is in connection with the raising of capital for the financing of the development of the Project;

(iii) the Affiliated Venture agrees to make the same representations as those set forth in Section 7.2 as of the date of the Close of Escrow;

(iv) the Proposed Equity Investor's ownership of interests in the Affiliated Venture does not violate the City Council's conflict of interest requirements with respect to transactions of the type contemplated by this Agreement;

(v) the Proposed Equity Investor does not violate CLV's customary criminal background checks; and

(vi) notwithstanding any provision of this Agreement to the contrary, the Proposed Equity Investor does not have the unilateral power to direct or cause the direction of the management and policies of the Person, whether through the ability to exercise voting power, the ownership of voting securities or other beneficial interests, or the ability to acquire more than a majority of the ownership interests in the Affiliated Venture.

(d) Any change (voluntary or involuntary) in the membership, management or control of Developer except as expressly provided herein shall be an event of default of Developer under Section 17.1 of this Agreement.

(e) CLV shall have thirty (30) days after Developer (i) gives written notice to CLV and UNLV of a proposed assignment or transfer to an Affiliated Venture, any other person, entity, investor, builder or developer requiring CLV's approval hereunder; and (ii) provides CLV and UNLV with such information as reasonably required by CLV, after consultation with UNLV, to make an informed decision to review and approve such assignment or transfer. Failure of CLV to disapprove any proposed assignment or transfer in writing within such thirty (30) day time period shall constitute approval thereof by CLV unless approval of the City Council is required in which case the time for such approval will be extended in order to comply with the required and customary procedures for obtaining approval of the City Council.

3.4 UNLV. The office of UNLV is located at 4300 S. Maryland Parkway Las Vegas, Nevada 89119. UNLV shall have no right to assign UNLV's interest under this Agreement, unless such assignment is to the Nevada System of Higher Education or an institution under the authority of the Nevada system of Higher Education.

#### **4. ACQUISITION OF THE SITE AND PURCHASE PRICE.**

CLV agrees to convey to UNLV, and UNLV agrees to accept the conveyance of, the Site on the terms and conditions provided herein. The Purchase Price for the Site is One Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00) payable in accordance with the provisions of Sections 5 and 9.

**5. PAYMENT OF THE PURCHASE PRICE.** The Purchase Price for the Site shall be paid by Developer as follows:

5.1 Earnest Money. Developer has deposited with Twenty-Five Thousand Dollars (\$25,000.00) with Fidelity National Title Company attn: Nikki Prine, 8363 W. Sunset Road Ste. 100, Las Vegas, NV 89113 (the “*Earnest Money Deposit*”).

5.2 Closing Payment. Upon the Close of Escrow for the Site, the Purchase Price shall be paid by delivery of the Earnest Money Deposit to CLV and payment of balance of the Purchase Price in immediately available funds (the “*Closing Payment*”).

**6. PROJECT DEVELOPMENT AND ENTITLEMENTS**

6.1 Generally.

(a) CLV is selling the Site to Developer and conveying the Site to UNLV, conditioned upon Developer’s agreement to construct the Project and in reliance upon Developer and UNLV entering into the Project Development Agreement. Developer and UNLV acknowledge that it is their mutual intent that the Project will be built materially in accordance with all conditions and requirements contained in the SDR and any other entitlements granted by CLV, which SDR will include (i) the Project Site Plan and (ii) the scope of development attached hereto as Exhibit G (the “*Scope of Development*”). Developer and UNLV agree that CLV will be provided a copy of the Project Development Agreement prior to its submission to the Board of Regents of the Nevada System of Higher Education for CLV’s review and comment to assess conformance of the Project Development Agreement with the terms of this Agreement, and for no other purpose. Developer agrees that the Project Development Agreement must be entered into by June 30, 2022 (the “*PDA Outside Date*”). Notwithstanding the foregoing, in the event that the Project Development Agreement is not entered into by the PDA Outside Date, the Parties may, at their respective discretion, administratively (*i.e.* without the need to seek formal approval from the City Council or the Board of Regents of the Nevada System of Higher Education), by mutual written agreement, extend the PDA Outside Date for a maximum of ninety (90) days. If the Project Development Agreement is not entered into before the PDA Outside Date (as the same may be extended as provided herein), then CLV will have the right, but not the obligation, to terminate this Agreement upon written notice to each of UNLV and Developer. Upon such termination, Developer shall pay to Escrow Agent an amount equal to the cost of the cancellation of Escrow; neither Party will have any further rights or obligations under this Agreement (except for any obligation intended to survive a closing); and Escrow Agent shall immediately refund to Developer its full Earnest Money Deposit.

(b) The Parties agree and acknowledge that the Project Development Agreement will be negotiated between Developer and UNLV during the term of this Agreement and is intended to be executed by Developer and UNLV and in force and effect as of the PDA Outside Date. Notwithstanding anything to the contrary herein, in the event of any conflict between this Agreement and the terms and conditions negotiated by Developer and UNLV in the Project Development Agreement, the Parties shall meet and confer and negotiate in good faith to attempt to resolve any conflict, including to amend either or both of the Project Development Agreement and/or this Agreement; provided, however, that in no event (i) shall UNLV or CLV be required or otherwise obligated to waive any rights or conditions granted herein or in the Project Development Agreement as a result of such negotiations or amendment(s), including, without limitation, the definition of Project, or (ii) shall such negotiations extend the Closing Date.

(c) After the Effective Date of this Agreement, UNLV, Developer and CLV shall cooperate in connection with the preparation and submission of a commercial subdivision map in compliance with NRS Chapter 278 (the “CSM”) for recordation at the Close of Escrow, which map establishes an overlay as a commercial subdivision with respect to the UNLV Master Parcel and the Site in order to create the Project Development Parcel. The specific location of the boundaries of the applicable records of survey shall be established in UNLV’s sole and absolute discretion, so long as the Project components set forth on the Project Site Plan and full Scope of Development can be constructed within the boundaries of the Project Development Parcel, after giving effect to such subdivision and the recordation of the applicable records of survey. CLV and Developer shall sign such applications as reasonably necessary in order to process the CSM. Developer shall be solely responsible for all costs and expenses associated with the CSM and obtaining approval of the CSM. This Section 6.1(c) shall survive the Close of Escrow and shall not merge into the recordation of the Deed. Notwithstanding the foregoing, at any time prior to the Close of Escrow UNLV may, upon written notice to Developer and CLV, withhold or withdraw its consent to the CSM and any associated applications if either (i) UNLV and Developer cannot reach agreement on the terms of the Project Development Agreement or (ii) UNLV determines, in its sole and absolute discretion, such applications or approvals are inconsistent with the Project Development Agreement. In such event, CLV shall have the right to terminate this Agreement upon written notice to Developer and UNLV. Upon such termination: (i) Developer shall pay to Escrow Agent an amount equal to the cost of the cancellation of Escrow and no Party will have any further rights or obligations under this Agreement (except for any obligation intended to survive a closing); and (ii) Escrow Agent shall immediately refund to Developer its full Earnest Money Deposit.

(d) After the Effective Date of this Agreement, UNLV and Developer shall reasonably cooperate to commence the process for the obtaining approval of the SDR to be completed prior to the Close of Escrow. CLV agrees to reasonably cooperate in the processing of the SDR and sign any applications required to be signed by CLV, if any, provided, however, that neither UNLV nor CLV shall be required to bear any expense related thereto. Developer shall be solely responsible for all costs and expenses associated with the submission of applications and obtaining approval of the SDR. This Section 6.1(d) shall survive the Close of Escrow and shall not merge into the recordation of the Deed. Notwithstanding the foregoing, at any time prior to the Close of Escrow, UNLV may withhold or withdraw its consent by written notice to CLV and Developer to any applications for approval of the SDR, and any other associated approvals sought for the Project, if either (i) UNLV and Developer cannot reach agreement on the terms of the Project Development Agreement, or (ii) UNLV determines, in its sole and absolute discretion, such applications or approvals are inconsistent with the Project Development Agreement. In such event, CLV shall have the right to terminate this Agreement upon written notice to Developer and UNLV. Upon such termination: (i) Developer shall pay to Escrow Agent an amount equal to the cost of the cancellation of Escrow and no Party will have any further rights or obligations under this Agreement (except for any obligation intended to survive a closing); and (ii) Escrow Agent shall immediately refund to Developer its full Earnest Money Deposit.

6.2 Project Assurances. Developer agrees and UNLV acknowledges that it is a condition to CLV’s obligation to close the sale of the Site that Developer has in place the following items of project feasibility no later than thirty (30) days prior to the Closing (the “*Project Assurances*”);

(a) letters of intent from pre-leasing tenants for the medical office building of no less than 25,000 square feet gross leasable area of the medical office part of the Project;

(b) a letter of intent from a hotel operator for the hotel part of the Project, including terms and conditions; and

(c) an executed term sheet from a lender for the construction financing of the Project.

The Project Assurances will be subject to CLV approval, which approval shall not be unreasonably withheld or delayed.

### 6.3 CLV Obligations.

(a) Developer agrees that CLV, the Agency or any Affiliates thereof shall not have any obligation whatsoever to contribute any funds or other subsidies or construct any improvements in connection with the development of the Project.

(b) Developer agrees and UNLV acknowledges that no obligation assumed by or imposed upon CLV by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against CLV shall require the payment of money by CLV, or the performance of any action by CLV, the performance of which requires money from CLV, except to the extent that funds are available for such payment or performance from CLV appropriations therefor lawfully made by CLV. This Agreement shall not be construed as obligating CLV Council to make future appropriations for the payment of monies or the performance of any obligations of CLV under this Agreement.

### 6.4 UNLV Obligations.

(a) Developer and CLV agree that UNLV shall not have any obligation whatsoever to contribute any funds or other subsidies or construct any improvements in connection with the development of the Project.

(b) Developer agrees and CLV acknowledges that no obligation assumed by or imposed upon UNLV by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against UNLV shall require the payment of money by UNLV, or the performance of any action by UNLV, the performance of which requires money from UNLV, except to the extent that funds are available for such payment or performance from UNLV appropriations therefor lawfully made by UNLV. This Agreement shall not be construed as obligating the Board of Regents of the Nevada System of Higher Education to make future appropriations for the payment of monies or the performance of any obligations of UNLV under this Agreement.

6.5 Reporting. After the Close of Escrow and prior to completion of the Project, Developer and UNLV agree to have their designated representatives who are the most knowledgeable with the Project meet quarterly with representatives of CLV to provide updates to CLV on the status of the Project. In addition, Developer and UNLV agrees that such representatives shall no less than once a year appear at meetings of the City Council to report on the status of the Project. This Section 6.4 shall survive the Close of Escrow and shall not merge into the recordation of the Deed.

## 7. GENERAL REPRESENTATIONS AND WARRANTIES

7.1 CLV represents and warrants to Developer and UNLV that as of the date hereof and as of the date of the Close of Escrow:

(a) CLV possess full and adequate power and authority to own, operate, and lease its properties, and to carry on and conduct its business as contemplated hereby.

(b) CLV has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its respective obligations and duties hereunder. The execution, delivery, and performance of this Agreement by CLV been duly and fully authorized and approved by all necessary and appropriate action.

(c) This Agreement has been duly executed and delivered by CLV. The individuals executing and delivering this Agreement on behalf of CLV have all requisite power and authority to execute and deliver the same and to bind the CLV hereunder.

(d) Assuming execution of this Agreement by Developer, this Agreement constitutes legal, valid, and binding obligations of CLV, enforceable against CLV in accordance with their terms.

(e) The execution, delivery, and performance of this Agreement by CLV does not and will not result in or cause a violation or breach of, or conflict with, any provision of the CLV's governing documents or rules, policies or regulations.

(f) The execution, delivery, and performance of this Agreement by CLV does not and will not result in or cause a violation or breach of, or conflict with, laws applicable to CLV or any of CLV's properties or assets which will have a material adverse effect on CLV's ability to perform and satisfy its obligations and duties hereunder. All actions and determinations required to be taken or made by CLV have been taken or made.

(g) The execution, delivery, and performance of this Agreement by CLV does not and will not result in or cause a violation or breach of, conflict with, constitute a default under, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, indenture, document or other obligation to which the CLV is a party or by which CLV or any of its properties or assets are bound which will have a material adverse effect on CLV's ability to perform and satisfy its obligations and duties hereunder.

(h) There is no action, suit, proceeding, claim, arbitration or investigation pending or, to CLV's knowledge, threatened by any person, against CLV or its assets or properties which if unfavorably determined against CLV would have a material adverse effect on CLV's ability to perform and satisfy its obligations and duties hereunder.

7.2 Developer's Representations. Developer represents and warrants to CLV and UNLV that as of the date hereof and as of the date of the Close of Escrow:

(i) Developer is a limited liability company, duly organized and validly existing under and by virtue of the provisions of Nevada law and possesses full and adequate power and authority to own, operate, and lease its properties, and to carry on and conduct its business as contemplated hereby.

(j) Developer has the full right, power, and authority to execute and deliver this Development Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by Developer have been duly and fully

authorized and approved by all necessary and appropriate action, and a true, complete, and certified copy of the authorizing resolutions has been delivered to CLV and UNLV.

(k) This Agreement has been duly executed and delivered by Developer. The individuals executing and delivering this Agreement on behalf of Developer have all requisite power and authority to execute and deliver the same and to bind Developer hereunder.

(l) Assuming execution of this Agreement by UNLV and CLV, this Agreement constitutes legal, valid, and binding obligations of Developer, enforceable against Developer in accordance with its terms.

(m) The execution, delivery, and performance of this Agreement by Developer does not and will not result in or cause a violation or breach of, or conflict with, any provision of Developer's governing documents or rules, policies or regulations applicable to Developer.

(n) The execution, delivery, and performance of this Agreement by Developer does not and will not result in or cause a violation or breach of, or conflict with, laws applicable to Developer or any of its properties or assets which will have a material adverse effect on Developer's ability to perform and satisfy its obligations and duties hereunder. All actions and determinations required to be taken or made by Developer prior to the date hereof have been taken or made.

(o) The execution, delivery, and performance of this Agreement by Developer does not and will not result in or cause a violation or breach of, conflict with, constitute a default under, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, indenture, document or other obligation to which Developer is a party or by which Developer or any of its properties or assets are bound which will have a material adverse effect on Developer's ability to perform and satisfy its obligations and duties hereunder.

(p) There is no action, suit, proceeding, claim, arbitration or investigation pending or, to Developer's knowledge, threatened by any person, against Developer or its assets or properties which if unfavorably determined against Developer would have a material adverse effect on Developer's ability to perform and satisfy its obligations and duties hereunder.

(i) Developer hereby represents and warrants that (a) Developer is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "ERISA") nor an entity whose assets are deemed to be plan assets under ERISA, and (b) Developer is acquiring the Project Development Parcel for Developer's own personal account and that the Project Development Parcel shall not constitute plan assets subject to ERISA upon conveyance of the Project Development Parcel by CLV and the closing of this Agreement between Developer and CLV. CLV shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Developer's representation is found to be false or misleading in any respect.

(j) Developer is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person designated in Executive Order 13224 as a

Person who commits, threatens to commit, or supports terrorism. Developer is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of or facilitating such transaction directly or indirectly on behalf of, any such person.

7.3 UNLV's Representations. UNLV represents and warrants to Developer and CLV that, conditioned upon approval of this Agreement by the Board of Regents of the Nevada System of Higher Education on behalf of UNLV as of the date hereof and as of the date of the Close of Escrow:

(a) UNLV possess full and adequate power and authority to own, operate, and lease its properties, and to carry on and conduct its business as contemplated hereby.

(b) UNLV has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its respective obligations and duties hereunder. The execution, delivery, and performance of this Agreement by UNLV has been duly and fully authorized and approved by all necessary and appropriate action, and a true, complete, and certified copy of the authorizing resolutions will be delivered to Developer.

(c) This Agreement has been duly executed and delivered by UNLV. The individuals executing and delivering this Agreement on behalf of UNLV have all requisite power and authority to execute and deliver the same and to bind UNLV hereunder.

(d) Assuming execution of this Agreement by Developer, this Agreement constitutes legal, valid, and binding obligations of UNLV, enforceable against UNLV in accordance with their terms.

(e) The execution, delivery, and performance of this Agreement by UNLV does not and will not result in or cause a violation or breach of, or conflict with, any provision of UNLV's governing documents or rules, policies or regulations.

(f) The execution, delivery, and performance of this Agreement by UNLV does not and will not result in or cause a violation or breach of, or conflict with, laws applicable to UNLV or any of UNLV's properties or assets which will have a material adverse effect on UNLV's ability to perform and satisfy its obligations and duties hereunder. All actions and determinations required to be taken or made by UNLV have been taken or made.

(g) The execution, delivery, and performance of this Agreement by UNLV does not and will not result in or cause a violation or breach of, conflict with, constitute a default under, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, indenture, document or other obligation to which UNLV is a party or by which UNLV or any of its properties or assets are bound which will have a material adverse effect on UNLV'S ability to perform and satisfy its obligations and duties hereunder.

(h) There is no action, suit, proceeding, claim, arbitration or investigation pending or, to UNLV's knowledge, threatened by any person, against UNLV or its assets or properties which if unfavorably determined against UNLV would have a material adverse effect on UNLV's ability to perform and satisfy its obligations and duties hereunder.

## 8. BROKERS.



Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party (the "Indemnitor") shall indemnify and hold harmless the other Party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby.

The Parties acknowledge that Franko J. Marretti III, principal of Developer, is a licensed Nevada real estate broker. To the extent any broker's commissions or fees are payable at the Close of Escrow, such amounts shall be paid directly from Developer. Neither CLV nor UNLV shall have any obligation respecting such broker's commissions or fees.

## 9. ESCROW AND CLOSING

9.1 Escrow and Escrow Instructions. CLV and Developer agree to open an escrow account ("*Escrow*") with Fidelity National Title Company 8363 W. Sunset Road, Ste 100, Las Vegas, NV 89113 Attention: Nikki Prine, as escrow agent ("*Escrow Agent*"), within three (3) business days after both Parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of CLV and Developer, and a fully executed copy of the Agreement shall be delivered to Escrow Agent upon the opening of escrow. CLV and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 9 in writing, delivered to CLV and to Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder. UNLV may, no later than the Closing, (i) provide supplemental escrow instructions in connection with the Closing which are consistent with this Agreement, and (ii) may review the deliverables deposited into escrow in accordance with Sections 9.2 and 9.3 below for the sole purpose to determine compliance with this Agreement, before receiving title to the Project Development Parcel.

### 9.2 Developer's Escrow Deposits.

(a) Not later than two (2) business days prior to the Close of Escrow, Developer shall deposit and deliver to Escrow Agent the following items:

(i) Immediately available funds in an amount equal to the Closing Payment plus any prorations due from Developer pursuant to Section 13 below;

(ii) Developer's certificate signed by a manager of Developer that all of Developer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and

(ii) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) Developer shall deposit into Escrow and shall pay the following fees, charges and costs after Escrow Agent has notified Developer of the amount of such fees, charges and costs, but not later than one business day prior to the scheduled date for a Closing:

(i) all of the premium and costs for the Title Policy, including premium costs for extended ALTA coverage and for any special endorsements to be paid by Developer as set forth in Section 12 below;

(ii) all of the state, county and/or clv documentary transfer tax;  
and

(iii) all fees of Escrow Agent.

### 9.3 CLV's Escrow Deposits.

(a) Not later than two (2) business days prior to the Close of Escrow, CLV will deposit with Escrow Agent the following:

(i) the Deed duly executed and acknowledged by CLV;

(ii) a non-foreign transferor certificate in customary form duly executed by CLV;

(iii) CLV's certificate signed by CLV Manager of CLV that all of CLV's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and

(iv) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) CLV shall be charged with the following fees, charges and costs after Escrow Agent has notified CLV of the amount of such fees, charges and costs, which shall be deducted from CLV's proceeds at the Close of Escrow:

(i) ad valorem taxes, if any, upon the Site for any time prior to conveyance of title; and

(ii) any prorations due from CLV pursuant to Section 13 below.

9.4 UNLV Escrow Deposits. Not later than two (2) business days prior to the Close of Escrow, UNLV will deposit with Escrow Agent UNLV's duly executed certificate that all of UNLV's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and

9.5 Additional Escrow Deposits. The Parties shall also timely deliver into Escrow (a) any transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any; (b) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (c) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

9.6 Closing Instructions. On the Closing Date, Escrow Agent is authorized and instructed to:

- (a) Record the Deed.
- (b) Deliver to CLV by wire transfer or intrabank transfer funds in an amount equal to the Closing Payment and CLV's closing costs in accordance with Section 9.3(b) above.
- (d) Deliver to UNLV the Title Policy.
- (e) Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

9.7 Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

- (a) to CLV: (i) a copy of the Deed as recorded, (ii) plain copies of the real property transfer tax declaration; and (iii) the original of Developer's and UNLV's certificate as to its representations and warranties;
- (b) to Developer: (i) a copy of the Deed as recorded; (ii) plain copies of the real property transfer tax declaration; (iii) the original of the Non-Foreign Transferor Declaration; and (iv) the original of CLV's and a copy of the UNLV certificate as to its representations and warranties; and
- (c) to UNLV an original of the Deed as recorded.

9.8 Funds. All funds received in Escrow shall be deposited by Escrow Agent with other escrow funds of Escrow Agent in a general interest-bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest-bearing escrow account or accounts. All disbursements shall be made by check of Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited by Developer under this Agreement shall be for the benefit of Developer and applied to the Purchase Price.

9.9 Escrow Cancellation. If Escrow is not in a condition to close before the Closing Date, the Party who shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers and documents. The Party who has not fully performed shall be solely responsible for any escrow cancellation charges. No termination or demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both CLV and Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, Escrow shall be closed as soon as possible. Nothing in this Section 9.9 shall be construed to impair or affect the rights or obligations of CLV or Developer to the respective rights and remedies granted to them pursuant to Section 17 below.

9.10 Amendments to Escrow Instructions. Any amendment of these escrow instructions shall be in writing and signed by both CLV and Developer. At the time of any amendment, Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from Escrow Agent to CLV or Developer shall be directed to the addresses and in the manner established in Section 18.5 below for notices, demands and communications between CLV and Developer.

9.11 Liability of Escrow Agent. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 5 and 9 to 13, inclusive, of this Agreement.

## 10. CONDITIONS TO CLOSE OF ESCROW

10.1 Closing Date and Conditions to Developer's Obligation to Close. Subject to the terms of this Agreement, the Closing shall occur no later than twelve (12) months after the Effective Date ("*Closing Date*"). Notwithstanding any other provision of this Agreement, Developer's obligation to proceed with the Close of Escrow is subject to the fulfillment or waiver by Developer of each of the conditions precedent described below, which are solely for the benefit of Developer, and which shall be fulfilled or waived by Developer at its sole discretion prior to the Close of Escrow:

(a) CLV shall not be in violation of any of its material obligations under this Agreement, including, without limitation, CLV having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by CLV as required herein;

(b) Escrow Agent is prepared to issue the Title Policy as required herein;  
and

(c) CLV's representations and warranties set forth in this agreement are true and correct in all material respects as of the Closing.

10.2 Conditions to CLV's Obligation to Close. Notwithstanding any other provision of this Agreement, CLV's obligation to proceed with the Close of Escrow is subject to the fulfillment or waiver by CLV of each of the conditions precedent described below, which are solely for the benefit of CLV and which shall be fulfilled or waived by CLV at its sole discretion prior to such Close of Escrow:

(a) Developer shall not be in violation of any of its material obligations under this Agreement, including, without limitation, Developer having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Developer as required herein.

(b) The Project Development Agreement has been entered into and is in full force and effect and each of UNLV and Developer have performed its respective obligations thereunder and each have provided to CLV written confirmation thereof.

(c) Developer's and/or UNLV's representations and warranties set forth in this Agreement are true and correct in all material respects as of the Closing Date

(d) The SDR has been completed and finally approved.

(e) The CSM and accompanying record(s) of survey required to create the Project Development Parcel have been finally approved and are ready for recordation, and UNLV shall have given an authorization and taken all steps necessary to record the CSM and record(s) of survey required to create the Project Development Parcel concurrently with the Close of Escrow.

(f) Developer has provided the Project Assurances and CLV has approved the Project Assurances.

### 10.3 Failure of Condition; Return of Earnest Money Deposit.

(a) In the event the condition to Developer's obligation to the Close of Escrow set forth in Sections 10.1 are not satisfied by the Closing Date, Developer may terminate this Agreement by written notice to CLV and Escrow Agent.

(b) In the event the condition to CLV's obligation to the Close of Escrow set forth in Section 10.2 are not satisfied by the Closing Date, CLV may terminate this Agreement by written notice to Developer, UNLV and Escrow Agent.

(c) If any of the conditions to CLV's obligation to the Close of Escrow set forth in Sections 10.2(a) are not satisfied or waived by CLV by the Closing Date, such failure shall be a default of Developer under Section 17.1. If any of the conditions to Developer's obligation to the Close of Escrow set forth in Sections 10.1(a) are not satisfied or waived by Developer by the Closing Date, such failure shall be a default of CLV under Section 17.3.

## 11. CONDITION OF TITLE.

Within five (5) business days after the Effective Date, Escrow Agent shall furnish to Developer and UNLV a title commitment (the "*Title Commitment*") for the issuance of a ALTA Extended Owner's Policy if Developer elects (and with such ALTA extended coverage being at Developer's sole cost and expense) covering the Site in an amount to be determined by Developer, issued by the Escrow Agent together with copies of all instruments (the "*Title Instruments*") reflected as exceptions therein, including, but not limited to, any easements, restrictions, reservations, terms, covenants, or conditions which may be applicable to or enforceable against any of the Site. The Title Commitment will show CLV to be owner of good and indefeasible fee simple title to the Site and contains the "standard printed exceptions". Within forty-five (45) days after the Effective Date, Developer at its cost and expense shall deliver (or cause to be delivered) to CLV an ALTA Survey of the Site (the "*Survey*"). Within ten (10) business days after delivery of the Title Commitment, Title Instruments and Survey to Developer, Developer shall have the opportunity to review the Title Commitment, Title Instruments, and Survey and to object in writing to any matter contained therein, subject to review and comment by UNLV and UNLV's standard title requirements (the "*Title Review Period*"). Developer need not object to any monetary liens and encumbrances which either secure indebtedness or can be removed by payment of a liquidated sum of money, *e.g.*, deed of trust, security agreement, financing statement, mechanic's liens, materialmen's liens ("*Unacceptable Encumbrances*") and CLV shall eliminate all such Unacceptable Encumbrances at or prior to a Closing. If Developer notifies CLV of any objections, CLV may elect to either cure the item(s) to

which Developer objects or notify Developer that CLV is unwilling to cure the objectionable item(s). If CLV elects to cure the objectionable item, CLV shall, on or before the date that is three (3) days prior to the expiration of the Feasibility Review Period, eliminate or modify such objectionable item(s) to the reasonable satisfaction of Developer (the "*Cure Period*") and/or notify Developer of those objectionable items that will be cured after the Cure Period; provided, however, all Unacceptable Encumbrances and any other objections that CLV elects to cure, but will not cure until after the expiration of the Cure Period, shall be eliminated or modified to the reasonable satisfaction of Developer at or prior to the Closing (the "*Closing Cure Items*"). If CLV fails to notify Developer of CLV's election, elects not to cure, has not cured or is unable to cure objections of Developer within the Cure Period (except with respect to any Closing Cure Items that will be cured at or prior to Closing), Developer may, at its option, and as Developer's sole remedy, terminate this Agreement by written notice to CLV and Escrow Agent at any time prior to the expiration of the Feasibility Review Period. Any exceptions accepted by Developer in writing, subject to UNLV's review and comment, not timely objected to during the Title Review Period (excluding any Additional Objections), or any uncured objections that Developer waives or accepts at the Closing shall be hereafter collectively referred to as "*Permitted Encumbrances*".

(a) Additional and/or Uncured Exceptions. If at any time after expiration of the Title Review Period and prior to the Closing Developer receives notice from Escrow Agent that title to the Site is subject to any additional exceptions not appearing on the original Title Commitment, then Developer may notify CLV in writing within five (5) days after Developer receives notice of such additional exceptions of any objections Developer may have with the new exceptions (the "*Additional Objections*").

(b) Failure to Cure Prior to Closing. If CLV fails to cure any Additional Objections prior to the Closing, then Developer may, at its option, terminate this Agreement by written notice to CLV. If this Agreement is terminated, then all of the Earnest Money shall be returned promptly to Developer. CLV shall pay one-half (1/2) of all costs, fees, and expenses payable to the Escrow Agent in the event of such a termination, and neither party shall thereafter have any further duties, rights or obligations hereunder with respect to this Agreement, including, without limitation, any liability for Developer's costs and expenses incurred in connection with its undertakings under this Agreement, any damages whatsoever, including, without limitation, any lost profits, consequential damages, special damages or punitive damages, or in any other way in connection with the Project. If Developer does not terminate this Agreement, then Developer shall be deemed to have accepted any uncured Additional Objections as Permitted Exceptions.

**12. TITLE INSURANCE.** Concurrently with recordation of the Deed, and as a condition of Closing, Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy in the amount designated by Developer insuring title in UNLV issued by Escrow Agent insuring that title to the Site is vested in UNLV and/or its assignee in the condition required by Section 11 of this Agreement (the "*Title Policy*"). Developer shall pay the cost of the Title Policy and the cost of any special endorsements requested by Developer. Notwithstanding the foregoing, Developer and UNLV shall cooperate in good faith prior to the Closing to determine whether the Title Policy shall take the form of a standard ALTA title policy or a binder or other form of title insurance commitment mutually acceptable to Developer and UNLV.

**13. PRORATIONS.** Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses of the Site with respect to the period prior to the Close of Escrow shall be for the account of CLV, and all revenues, income and expenses of the Site with respect to the period after the Close of Escrow shall be for the account of Developer. To the extent practicable, CLV and Developer shall request cut-off statements of expenses as of the Close of Escrow. If cut-

off statements are not available, the expenses shall be prorated as of the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty-five (365) day year, and shall be paid or credited by CLV to Developer or by Developer to CLV, as the case may be, at the Close of Escrow. In addition, if any of the expenses cannot be accurately allocated on the Close of Escrow, the same shall be allocated as soon as practicable after the Close of Escrow, but not more than ninety (90) days thereafter, and either CLV or Developer shall promptly pay to the other the sum determined pursuant to such subsequent allocation.

#### 14. AS-IS SALE

##### 14.1 Feasibility Review Period.

(a) Commencing on the Effective Date and thereafter for a period of forty-five (45) days (“*Feasibility Period*”), Developer, and its respective employees, agents, representatives, architects, engineers, consultants and contractors (collectively, the “*Due Diligence Authorized Parties*”), shall have the right, at all reasonable times and upon prior 48-hour notice given to CLV (which may be telephonic or by email), and subject to the remaining provisions of this Section 14.1, to enter the Site and the ROW and conduct such investigations as Developer in its discretion may desire or authorize in order to evaluate the desirability of its developing the Project, it being agreed that any delegation of its rights under this Section 14.1 shall not release Developer of any of its obligations and duties to the CLV under this Article 14. Developer may elect, at any time prior to the expiration of the Feasibility Period, to terminate this Agreement as a result of Developer’s disapproval of any matters related to the Site; provided, however, that if Developer fails to notify CLV and Escrow Agent of Developer’s disapproval of any matters no later than the date of expiration of the Feasibility Period (as may be extended), the Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to the foregoing provisions of this Section 14.1(a), Developer shall pay to Escrow Agent an amount equal to the cost of the cancellation of Escrow; neither Party will have any further rights or obligations under this Agreement (except for any obligation intended to survive a closing); and Escrow Agent shall immediately refund to Developer its full Earnest Money Deposit.

(b) (i) CLV and its authorized and designated agent(s) shall have the right to be present upon any entry of the Site by Developer or any Authorized Parties, (ii) Developer and its Authorized Parties shall conduct their investigations in a manner so as to minimize interference with Site occupants and the operations, and otherwise in accordance with standards customarily employed in the industry and all Requirements, (iii) Developer shall pay in full for all materials, if any, supplied, used, joined, or affixed to the Site, and all persons who perform labor upon the Site, in connection with investigations, shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site relating to investigations and shall, promptly remove any lien filed against the Site for work performed or materials delivered connection with the investigations, (iv) Developer promptly shall restore to the extent practicable any portion(s) of the Site disturbed by its investigations, and (v) if Developer undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, or, as an alternative to filling and recompacting borings with soil, Developer shall have the right to fill such borings with neat cement or bentonite in compliance with the Nevada Department of Environmental Protection’s fact sheet for filling abandoned wells. The foregoing authorization shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment but shall not be construed to authorize Developer to install groundwater monitoring wells or excavate soils with earth moving equipment.

(c) Developer acknowledges and agrees that CLV has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the Site or any improvements thereon, (a) the value, nature, quality, or condition of any of the Site, including, without limitation, the water, soil, and geology, (b) the income to be derived from any of the Site, (c) the suitability of any of the Site for any and all activities and uses that Developer may conduct thereon, (d) the compliance of or by any of the Site or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of any of the Site, (f) the manner or quality of the construction or materials, if any, incorporated into any of the Site, (g) the manner, quality, state of repair, or lack of repair of any of the Site, (h) compliance with any Environmental Laws, including the existence in or on any of the Site of Hazardous Materials, (I) the sufficiency of any plans, plats, drawings, specifications, reports, studies, and/or documents assigned and/or delivered by CLV, (j) the sufficiency, completeness, compliance or the standard to which any improvements on or serving the Site were constructed, maintained or repaired, and (k) any other matter with respect to the Title Report, and/or the Site.

(d) Developer further acknowledges and agrees that Developer is relying entirely on Developer's own investigations and examinations as to any and all matters including, without limitation, the Title Report, and/or the Site. Developer further acknowledges and agrees that Developer is relying entirely on Developer's own investigations and examinations as to any and all matters including, without limitation, the Title Commitment. Developer acknowledges that it has, or will have prior to Close of Escrow, performed any and all inspections Developer deems necessary or appropriate for Developer to be satisfied with the acceptability of the purchase and sale and other transactions contemplated by this Agreement. Developer further acknowledges that any information provided or made available to Developer by CLV, or its officers, employees, agents, brokers, representatives, or others was obtained from a variety of sources and that CLV has not made any independent verification of such information and, except for the express representations, makes no representations as to the accuracy or completeness of any such information, and such information was provided or made available solely as a courtesy, and that Developer had the sole responsibility for determining the existence or nonexistence of any fact material to Developer's decision to consummate this Agreement. CLV is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to any of the Project Development Parcel, including the Site, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person. Developer acknowledges that, except for the express representations, its purchase of any of the Project Development Parcel, including the Site, hereunder is on an "as-is" "where-is" and "with all faults" basis without any implied warranties, and upon consummating any such purchase, Developer accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Project Development Parcel, including the Site, acquired by Developer.

(e) Developer, for itself, its successor and assigns, and for each and every subsequent owner or lessee of the Site ("*Releasing Parties*") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against CLV, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Substances, Environmental Claims or other violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. Developer hereby agrees



to hold harmless and indemnify CLV Parties from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys' fees) against or incurred by CLV Parties after the Close of Escrow of the Site to Developer arising in any way from (i) the presence of Hazardous Substances or environmental conditions at, on, beneath or from the Site, (ii) Environmental Claims or (iii) the application of Environmental Laws to the Site.

14.2 Developer Indemnity.

(a) CLV. Developer hereby agrees to indemnify, hold harmless and defend CLV, and officers, employees and agents (individually and collectively, the "*CLV Parties*"), from and against any and all Liabilities incurred by any of CLV Parties arising out of or in connection with the Developer's investigations at the Site. Developer shall deliver to CLV concurrently herewith a certificate of insurance substantiating coverage in a minimum amount of \$2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, written on a "occurrence" basis and naming CLV as an additional insured. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be disclosed and entered on the required certificate of insurance and shall be no lower than "A- VII". The Parties agree that the insurance specified in this Section 9.6 to be obtained by Developer shall not limit the liability of Developer hereunder.

(b) UNLV. Developer hereby agrees to indemnify, hold harmless and defend UNLV, and officers, employees and agents (individually and collectively, the "*UNLV Parties*"), from and against any and all Liabilities incurred by any of UNLV Parties arising out of or in connection with the Developer's investigations at the Site.

14.3 Survival. In addition to any other terms set forth herein which expressly survive the Close of Escrow, Sections 8, 14.2 and 14.4 shall survive any termination of this Agreement and Close of Escrow hereunder and shall not merge into the Deed or any other instrument of transfer.

**15. CONVEYANCE FREE OF POSSESSION.**

The Site shall be conveyed free of any possession or right of possession by any other Person except subject to the title matters set forth in Section 11 above.

**16. GOVERNMENTAL PERMITS.**

Nothing in this Agreement shall affect the responsibility of Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Project or any portion thereof. Developer shall be responsible for the payment of all permit fees and any other fees in connection with the development and construction of the Project. Developer acknowledges and agrees that CLV does not issue any permits or approvals related to the development and construction of the Project and that all such permits or approvals must be issued by the respective agency having approval authority.

**17. DEFAULT AND REMEDIES**

17.1 Developer Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a Developer event of default hereunder:

(a) The failure by Developer to timely deliver (i) the Earnest Money Deposit, (ii) the Closing Payment or (iii) the deposits as required by Sections 9.2 and 9.5 above, unless such failure is as a result of the failure to be satisfied of one or more of Developer's conditions precedent to the Close of Escrow set forth in Section 10.1 above;

(b) The filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or Developer's becoming insolvent in the sense that Developer is unable to pay its debts as they mature or in the sense that Developer's debts exceed the fair market value of Developer's assets;

(c) Except for defaults pursuant to Section 17.1(a) above, the failure of Developer to perform any material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by Developer within the relevant cure period set forth below. Developer shall cure any monetary default within five (5) business days after receipt of written notice from CLV. Developer shall cure any nonmonetary default within fifteen (15) business days after receipt of written notice from CLV; *provided, however*, that in the event that such nonmonetary default is of a nature that it cannot be cured within such fifteen (15) business day period, then Developer shall commence to cure such failure within such fifteen (15) business day period and shall diligently prosecute such cure to its completions; or

(d) Any of Developer's representations and warranties set forth in Section 7.2 above to be untrue in any material way as of the Closing Date.

17.2 CLV'S REMEDY.

In the event an event of default has occurred by Developer pursuant to Section 17.1 above, CLV may by written notice to Developer terminate this Agreement. Upon such termination Developer shall have no further rights under this Agreement and THEN CLV MAY RETAIN AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT TOGETHER WITH ALL EARNINGS THEREON AS CLV'S LIQUIDATED DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE SITE. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CLV AND DEVELOPER THAT CLV'S ACTUAL DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE SITE WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:  
CLV: \_\_\_\_\_  
DEVELOPER: \_\_\_\_\_

17.3 CLV's Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a CLV event of default hereunder:

(a) the failure of CLV to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement unless such failure is as a result of the failure to be satisfied of one or more of CLV's conditions precedent to the Close of Escrow set forth in Section 10.2 above; or

(b) any of CLV's representations and warranties set forth in Section 7.1 above shall be untrue in any material way as of the Closing Date.

17.4 Developer's Remedies. In the event of a default by CLV prior to the Close of Escrow, Developer's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such default;

(b) to terminate this Agreement and on such termination CLV shall have no liability or obligation hereunder in which case CLV shall have no liability whatsoever to Developer, without any liability whatsoever on the part of CLV for damages resulting from CLV's event of default, including, without limitation, any liability for Developer's costs and expenses incurred in connection with its undertakings under this Agreement, any damages whatsoever, including, without limitation, any lost profits, consequential damages, special damages or punitive damages, or in any other way in connection with the Project. Upon such termination, Escrow Agent shall immediately refund to Developer its full Earnest Money Deposit; or

(c) to demand specific performance of CLV's obligations under this Agreement without an abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of CLV for damages resulting from CLV's event of default, including, without limitation, any liability for Developer's costs and expenses incurred in connection with its undertakings under this Agreement, any damages whatsoever, including, without limitation, any lost profits, consequential damages, special damages or punitive damages, or in any other way in connection with the Project.

## 18. MISCELLANEOUS PROVISIONS

18.1 Time of the Essence. Time is of the essence of this Agreement and every obligation hereunder.

18.2 Survival. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title shall survive the recordation of any deed and shall not be deemed merged into such deed.

18.3 Successors and Assigns. This Agreement shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Agreement regarding assignment.

18.4 Non-Liability of CLV Officials and Employees. No official or employee of CLV or the Agency shall be personally liable to Developer for any default or breach by CLV, for any amount which may become due to Developer or for any obligation of CLV under the terms of this Agreement.

18.5 Notices. All notices or other communications required or permitted hereunder shall be given in writing and shall be deemed sufficient if delivered by hand, recognized overnight delivery service for next business day delivery or mailed by registered or certified mail, postage prepaid (return, receipt requested), as follows:

If to Developer: G2 CAPITAL DEVCO, LLC DBA G2 CAPITAL DEVELOPMENT  
Attn: Frank Marretti  
4700 Maryland Parkway, Suite 150  
Las Vegas, NV 89119

and to: Bradford R. Jerbic, Esq.  
3108 Pier Harbor Dr.  
Las Vegas, NV 89117

If to UNLV: THE NEVADA SYSTEM OF HIGHER EDUCATION  
Office of the Chancellor  
4300 S. Maryland Parkway  
Las Vegas, Nevada 89119

With copy to: University of Nevada, Las Vegas  
Office of the President  
University of Nevada, Las Vegas  
4505 S. Maryland Parkway, Box 451001  
Las Vegas, Nevada 89154-1001

With a copy to: University of Nevada, Las Vegas  
Real Estate Department  
4505 S. Maryland Parkway, Box 451018  
Las Vegas, NV 89154-1018  
Attn: Executive Director

With a copy to: University of Nevada, Las Vegas  
Office of the General Counsel  
4505 S. Maryland Parkway, Box 451085  
Las Vegas, Nevada 89154-1085

If to CLV: City of Las Vegas, Nevada  
c/o Office of Economic and Urban Development  
495 South Main, 6<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
Attn: William Arent

With a copy to: City Attorney Office City Hall  
Ninth Floor  
495 South Main Street, 6<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
Attn: John Ridilla

or such other address as shall be furnished in writing by such party, and any such notice or communication shall be effective and be deemed to have been given as of the date so delivered or three (3) days after the date so mailed; provided, however, that any notice or communication changing any of the addresses set forth above shall be effective and deemed given only upon its receipt.

18.6 Subsequent CLV Approvals. Any approvals of CLV required or permitted by the terms of this Agreement are authorized to be given by the City Manager of CLV or such other person that CLV designates in writing to Developer. If there is no time specified herein for CLV's approval, Developer may submit a letter requiring CLV's approval within thirty (30) days after submission to CLV or such approvals shall be deemed granted.

18.7 Entire Agreement, Amendments and Waivers. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit A through Exhibit H, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All amendments hereto must be in writing and signed by the appropriate authorities of CLV and Developer. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CLV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

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

18.9 Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

18.10 Captions. The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

18.11 Counterparts. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

18.12 No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

18.13 Days. All references to "days" in this Agreement are to consecutive calendar days unless business days are specified.

18.14 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

18.15 Extensions of Time. The City Manager of CLV shall have the authority to grant time extensions under this Agreement not to exceed a total of sixty (60) days, provided,

however, it shall be at the City Manger's sole and absolute discretion as to whether to grant any time extension or to submit any requests for time extensions to the City Council for approval.

**19. TIME FOR ACCEPTANCE OF AGREEMENT BY CLV.** This Agreement was approved on \_\_\_\_\_ by the City Council. The effective date of this Agreement shall be the date of City Council's approval of this Agreement as indicated on the signature page below (the "*Effective Date*").

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CLV

CITY OF LAS VEGAS, a Nevada municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_, Title

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Date

G2/UNLV - DISPOSITION AND DEVELOPMENT AGREEMENT

City Council Meeting: \_\_\_\_\_  
Item #: \_\_\_\_\_

DEVELOPER:

G2 CAPITAL DEVCO, LLC DBA G2 CAPITAL DEVELOPMENT,  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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



UNLV:

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

Recommended:

By: \_\_\_\_\_  
Dr. Keith Whitfield, President  
University of Nevada, Las Vegas

Approved:

By: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Nevada Board of Regents

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

By: \_\_\_\_\_  
Dr. Melody Rose, Chancellor  
Nevada System of Higher Education

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

**LIST OF EXHIBITS**

EXHIBIT A	DEPICTION OF SITE
EXHIBIT B	LEGAL DESCRIPTION OF SITE
EXHIBIT C	UNLV DEVELOPMENT PARCEL
EXHIBIT D	UNLV MASTER PARCEL
EXHIBIT E	FORM OF DEED
EXHIBIT F	PROJECT SITE PLAN
EXHIBIT G	SCOPE OF DEVELOPMENT
EXHIBIT H	DISCLOSURE OF PRINCIPALS

EXHIBIT A  
SITE PLAN

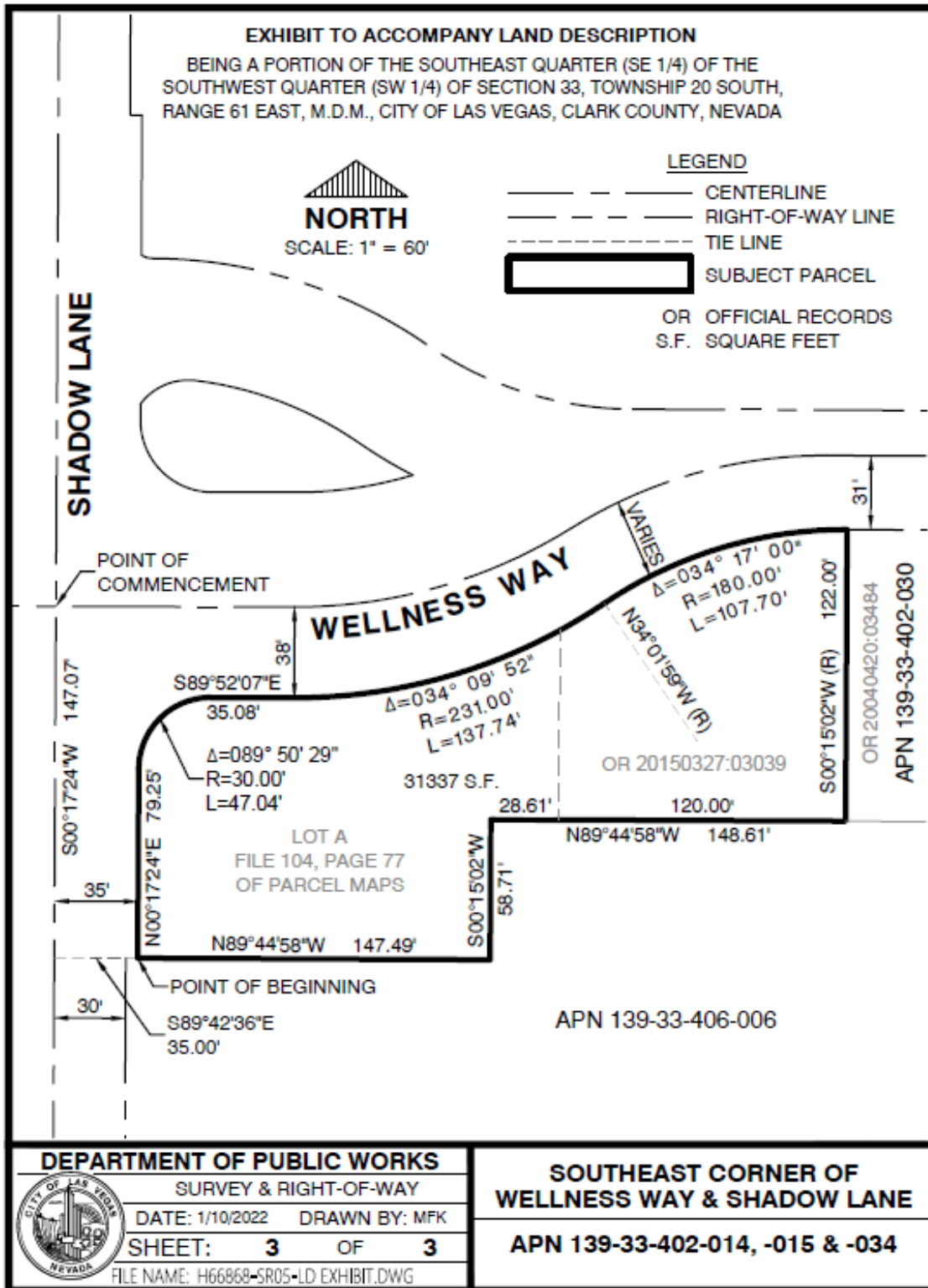
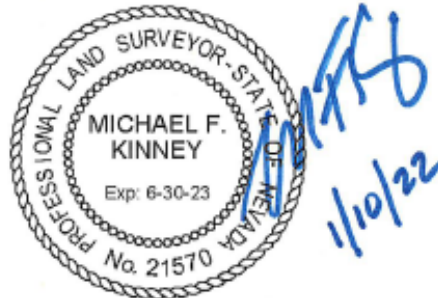


EXHIBIT B  
LEGAL DESCRIPTION

APN 139-33-402-014, -015 & -034

JANUARY 10, 2022  
BY: RH  
P.R. BY: OMS  
PAGE 1 OF 3



**EXPLANATION:**

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF SHADOW LANE AND WELLNESS WAY.

**LAND DESCRIPTION**

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF SHADOW LANE AND WELLNESS WAY AS SHOWN ON THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 210 OF SURVEYS, AT PAGE 69; THENCE SOUTH  $00^{\circ}17'24''$  WEST, ALONG THE CENTERLINE OF SAID SHADOW LANE, 147.07 FEET; THENCE SOUTH  $89^{\circ}42'36''$  EAST, DEPARTING SAID CENTERLINE, 35.00 FEET TO THE **POINT OF BEGINNING**, SAME BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID SHADOW LANE, ALSO BEING A POINT ON THE SOUTH LINE OF LOT A AS SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 104 OF PARCEL MAPS, AT PAGE 77; THENCE NORTH  $00^{\circ}17'24''$  EAST, DEPARTING SAID SOUTH LINE AND ALONG SAID EAST RIGHT-OF-WAY LINE, 79.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY 47.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $89^{\circ}50'29''$  TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WELLNESS WAY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; 1) SOUTH  $89^{\circ}52'07''$  EAST, 35.08 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 231.00 FEET; 2)

H66868-SR05-LEGL.docx

EXHIBIT C

DEPICTION OF UNLV DEVELOPMENT PARCEL



\*Approximate boundaries shown in yellow

**EXHIBIT D**

**UNLV MASTER PARCEL**

The land referred to herein below is situated in the County of Clark, State of Nevada, and described as follows:

PARCEL I:

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST M.D.B. & M., SITUATE IN CLARK COUNTY, NEVADA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE EAST, A DISTANCE OF 2310.90 FEET TO A POINT;

THENCE NORTH, A DISTANCE OF 457.40 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY FLORENCE LEE JONES CAHLAN, ET CON, TO G.C. BLAINE, ET UX, BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED JULY 28, 1949, IN [BOOK 60 OF DEEDS, PAGE 404](#) AS INSTRUMENT NO. 318408 CLARK COUNTY, NEVADA RECORDS, THE TRUE POINT OF BEGINNING;

THENCE NORTH ALONG THE EAST LINE OF THE SAID CONVEYED PARCEL, A DISTANCE OF 178.70 FEET TO A POINT; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 68.00 FEET TO A POINT;

THENCE SOUTH AND PARALLEL TO THE SAID EAST LINE, A DISTANCE OF 178.70 FEET TO A POINT ON THE SOUTH LINE OF THE CONVEYED PARCEL;

THENCE EAST, A DISTANCE OF 68.00 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED AUGUST 11, 2010, IN [BOOK 20100811 AS INSTRUMENT NO. 03336](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL B:

BEGINNING ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), DISTANT THEREON SOUTH 89°53'30" EAST, A DISTANCE OF 2242.90 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE NORTH 00°06'30" EAST, A DISTANCE OF 457.40 FEET TO THE POINT OF

BEGINNING, BEING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY THAT CERTAIN GRANT, BARGAIN, SALE DEED TO CURTIS O. BRYANT AND ARLENE R. BRYANT, HUSBAND AND WIFE AS JOINT TENANTS RECORDED JUNE 4, 1958, IN [BOOK 162 AS INSTRUMENT NO. 132535](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS;

THENCE NORTH 89°53'30" WEST PARALLEL WITH THE SOUTH LINE OF SECTION 33, A DISTANCE OF 70.00 FEET; THENCE NORTH 00°06'30" EAST, A DISTANCE OF 178.70 FEET;

THENCE SOUTH 89°53'30" EAST PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 70.00 FEET; THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 178.70 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED AUGUST 11, 2010, IN [BOOK 20100811 AS INSTRUMENT NO. 03336](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL C:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), DISTANT THEREON, SOUTH 89°53'30" EAST, A DISTANCE OF 2172.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE NORTH 00°06'30" EAST, A DISTANCE OF 457.40 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY THAT CERTAIN GRANT, BARGAIN, SALE DEED TO BURLEY M. AND ARLIE M. JONES, HUSBAND AND WIFE, AS JOINT TENANTS, RECORDED MARCH 29, 1963, IN [BOOK 433 AS INSTRUMENT NO. 349092](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS;

THENCE NORTH 89°53'30" WEST, PARALLEL WITH THE SOUTH LINE OF SECTION 33, A DISTANCE OF 92.17 FEET; THENCE NORTH 00°06'30" EAST, A DISTANCE OF 178.70 FEET;

THENCE SOUTH 89°53'30" EAST, A DISTANCE OF 92.17 FEET TO THE NORTHWEST CORNER OF THE ABOVE MENTIONED JONES PROPERTY;

THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 178.70 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED AUGUST 11, 2010, IN [BOOK 20100811 AS INSTRUMENT NO. 03336](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL D:



BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 89°53'30" WEST, A DISTANCE OF 2080.73 FEET;

THENCE NORTH 00°06'30" EAST, A DISTANCE OF 457.40 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°53'30" WEST AND PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, A DISTANCE OF 75.00 FEET TO A POINT;

THENCE NORTH 00°06'30" EAST, A DISTANCE OF 178.30 FEET TO A POINT;

THENCE SOUTH 89°53'30" EAST AND PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, A DISTANCE OF 75.00 FEET TO A POINT; THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 178.70 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED AUGUST 11, 2010, IN [BOOK 20100811 AS INSTRUMENT NO. 03336](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL E:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS NORTH 89°53'30" WEST, A DISTANCE OF 2005.73 FEET;

THENCE NORTH 00°06'30" EAST, A DISTANCE OF 457.40 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°53'30" WEST AND PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, A DISTANCE OF 70.00 FEET TO A POINT;

THENCE NORTH 00°06'30" EAST, A DISTANCE OF 178.70 FEET TO A POINT;

THENCE SOUTH 89°53'30" EAST AND PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, A DISTANCE OF 70.00 FEET TO A POINT;

THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 178.70 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 13, 1984, IN

[BOOK 1888 AS INSTRUMENT NO. 1847767](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS.

PARCEL F:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE SOUTH 89°53'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 1935.43 FEET TO A POINT;

THENCE NORTH 00°06'30" EAST, A DISTANCE OF 457.40 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°06'30" EAST, A DISTANCE OF 178.70 FEET TO A POINT ON THE SOUTH LINE OF HASTINGS AVENUE (60.00 FEET WIDE);

THENCE NORTH 89°53'30" WEST ALONG SAID SOUTH LINE OF HASTINGS AVENUE, A DISTANCE OF 250.93 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO G.C. BLAINE, ET UX BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED JULY 29, 1949, IN [BOOK 60 OF DEEDS, PAGE 410](#) AS INSTRUMENT NO. 318508 CLARK COUNTY, NEVADA RECORDS;

THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 207.70 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO G.C. BLAINE, ET UX BY CERTAIN GRANT, BARGAIN, SALE DEED RECORDED JUNE 2, 1952, IN [BOOK 66 OF DEEDS, PAGE 492](#) AS INSTRUMENT NO. 385418 CLARK COUNTY, NEVADA RECORDS;

THENCE SOUTH 89°53'30" EAST, A DISTANCE OF 208.70 FEET TO A POINT; THENCE NORTH 00°06'30" EAST, A DISTANCE OF 29.00 FEET TO A POINT;

THENCE SOUTH 89°53'30" EAST A DISTANCE OF 42.23 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 13, 1984, IN [BOOK 1888 AS INSTRUMENT NO. 1847767](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS.

PARCEL G:

A PARCEL 15.00 FEET IN WIDTH, BEING DESCRIBED AS THE EASTERLY 15.00 FEET OF THE WESTERLY 216.00 FEET OF THE NORTHERLY 30.00 FEET OF THE SOUTHERLY 666.10 FEET OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33.

PARCEL H:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 1684.80 FEET TO A POINT;

THENCE NORTH, A DISTANCE OF 666.10 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND CONVEYED BY

J.S. BEARDEN AND ADA L. BEARDEN TO G.C. BLAINE AND CLIFFORD A. JONES, BY DEED DATED NOVEMBER 4, 1939, AND RECORDED DECEMBER 21, 1942, IN [BOOK 32 OF DEEDS, PAGES 74-75](#) AS INSTRUMENT NO. 156747 CLARK COUNTY, NEVADA RECORDS, THE TRUE POINT OF BEGINNING;

THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 335.00 FEET TO A POINT ON THE EAST LINE OF THE PARCEL OF LAND CONVEYED TO THE CITY OF LAS VEGAS FOR STREET PURPOSES; THENCE SOUTH ALONG THE EAST LINE OF THE PARCEL OF LAND CONVEYED FOR STREET PURPOSES, A DISTANCE OF 129.00 FEET TO A POINT;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 335.00 FEET TO A POINT ON THE WEST LINE OF THE PARCEL OF LAND SO CONVEYED TO SAID G.C. BLAINE AND CLIFFORD A. JONES BY DEED HEREINBEFORE REFERRED TO;

THENCE NORTH ALONG THE WEST LINE OF PARCEL OF LAND SO CONVEYED TO G.C. BLAINE AND CLIFFORD A. JONES, A DISTANCE OF 129.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO CLARK COUNTY BY THAT CERTAIN QUITCLAIM DEED RECORDED MAY 9, 1962, IN [BOOK 359 AS INSTRUMENT NO. 290145](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS.

TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 13, 1984, IN [BOOK 1888 AS INSTRUMENT NO. 1847767](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED OCTOBER 20, 2020 IN [BOOK 20201020 AS INSTRUMENT NO. 01161](#) OF OFFICIAL RECORDS.

PARCEL I:

BEGINNING AT A POINT DISTANT 30.00 FEET EAST AND 537.10 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, SAID POINT ALSO BEING DISTANT 5.00 FEET NORTH OF THE SOUTHWEST CORNER OF THAT CERTAIN

PARCEL OF LAND CONVEYED BY

J.S. BEARDEN, ET UX, TO LEE H. WILBUR, ET UX, BY THAT CERTAIN GRANT, BARGAIN, SALE DEED DATED FEBRUARY 1, 1945 AND RECORDED FEBRUARY 2, 1945, IN [BOOK 37 OF DEEDS, PAGE 267](#) AS INSTRUMENT NO. 192442 CLARK COUNTY, NEVADA RECORDS;

THENCE SOUTH PARALLEL WITH AND DISTANT 30.00 FEET EASTERLY OF THE WEST OF THE AFOREMENTIONED SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), A DISTANCE OF 105.00 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY J.H. SEXSMITH, ET UX, TO OTIS L. HOLT BY THAT CERTAIN GRANT, BARGAIN, SALE DEED DATED MARCH 29, 1945 AND RECORDED APRIL 7, 1945, IN [BOOK 38 OF DEEDS, PAGES 106-107](#) AS INSTRUMENT NO. 194996 CLARK COUNTY, NEVADA RECORDS;

THENCE EAST ALONG THE SOUTH LINE OF THE PARCEL CONVEYED TO OTIS L. HOLT, A DISTANCE OF 335.00 FEET TO THE SOUTHEAST CORNER THEREOF, BEING A POINT ON THE WEST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY MABEL R. ULLOM, ET AL, TO G.C. BLAINE, ET AL, BY THAT CERTAIN QUITCLAIM DEED DATED NOVEMBER 4, 1939 AND RECORDED DECEMBER 21, 1942, IN [BOOK 32 OF DEEDS, PAGE 74](#) AS INSTRUMENT NO.156746 CLARK COUNTY, NEVADA RECORDS;

THENCE NORTH ALONG THE WEST LINE OF THE PARCEL CONVEYED TO SAID G.C. BLAINE, A DISTANCE OF 105.00 FEET TO A POINT;

THENCE WEST ALONG A LINE PARALLEL WITH AND DISTANCE 5.00 FEET NORTHERLY OF THE NORTH LINE OF THE AFOREMENTIONED PARCEL CONVEYED TO OTIS L. HOLT, A DISTANCE OF 335.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED OCTOBER 20, 2020 IN [BOOK 20201020 AS INSTRUMENT NO. 01161](#) OF OFFICIAL RECORDS.

PARCEL J:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33;

THENCE NORTH 00°10'59" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 200.00 FEET;

THENCE DEPARTING THEREFROM, SOUTH 89°53'30" EAST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°10'59" EAST, A DISTANCE OF 232.10 FEET; THENCE SOUTH 89°53'30" EAST, A DISTANCE OF 230.19 FEET; THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 232.10 FEET;

THENCE NORTH 89°53'30" WEST, A DISTANCE OF 230.49 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED OCTOBER 20, 2020 IN [BOOK 20201020 AS INSTRUMENT NO. 01161](#) OF OFFICIAL RECORDS.

PARCEL K:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33;

THENCE NORTH 00°10'59" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 200.00 FEET;

THENCE DEPARTING THEREFROM SOUTH 89°53'30" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 00°10'59" EAST, A DISTANCE OF 232.10 FEET;

THENCE SOUTH 89°53'30" EAST, A DISTANCE OF 230.19 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°53'30" EAST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 89°53'30" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 00°06'30" EAST, A DISTANCE OF 130.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL L:

THE SOUTH 432.1 FEET OF THE WEST 365.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND LYING WESTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SUNLITE MEDICAL CENTERS, INC. BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED MARCH 12, 1970, IN [BOOK 17 AS INSTRUMENT NO. 13134](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS;

THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARIES THEREOF, THE FOLLOWING COURSES AND DISTANCES, SOUTH 00°06'30" WEST, A DISTANCE OF

130.00 FEET;

THENCE NORTH 89°53'30" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 152.10 FEET;

THENCE NORTH 89°53'30" WEST, A DISTANCE OF 80.42 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO ROSE E. JOSEPH, ET AL, BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED JULY 29, 1968, IN [BOOK 888 AS INSTRUMENT NO. 713557](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS; THENCE SOUTH 00°10'07" WEST, ALONG SAID EASTERLY LINE AND THE SOUTHERLY PROLONGATION THEREOF, TO A POINT ON THE SOUTH LINE OF SAID SECTION 33, SAID POINT BEING THE POINT OF ENDING OF THIS LINE.

FURTHER EXCEPTING THEREFROM ANY PORTION THEREOF PREVIOUSLY CONVEYED TO THE CITY OF LAS VEGAS OR THE STATE OF NEVADA FOR STREET OR HIGHWAY PURPOSES BY THAT CERTAIN GRANT DEED RECORDED JANUARY 4, 1968, IN [BOOK 845 AS INSTRUMENT NO. 678608](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS AND RECORDED SEPTEMBER 27, 1967, IN [BOOK 825 AS INSTRUMENT NO. 662914](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33; THENCE SOUTH 89°53'30" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 180.00 FEET;

THENCE NORTH 00°10'07" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD (100 FEET WIDE) BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°10'07" EAST ALONG THE EAST LINE OF THAT PARTICULAR PARCEL CONVEYED TO ROSE E. JOSEPH, ET AL BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED JULY 29, 1968, IN [BOOK 888 AS INSTRUMENT NO. 713557](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°53'30" EAST, A DISTANCE OF 80.55 FEET;

THENCE SOUTH 00°10'07" WEST ALONG A LINE BETWEEN TWO SEPARATE AND ADJACENT BUILDING WALLS, A DISTANCE OF 100.00 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD; THENCE NORTH 89°53'30" WEST ALONG SAID NORTH LINE, A DISTANCE OF 80.55 FEET

TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF LAS VEGAS RECORDED IN THAT CERTAIN GRANT, BARGAIN, AND SALE DEED RECORDED DECEMBER 23, 2019 IN [BOOK 20191223 AS INSTRUMENT NO. 00825](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL M:

BEGINNING AT A POINT DISTANT 1893.50 FEET EAST AND 50.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE NORTH AND PERPENDICULAR TO THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 378.40 FEET TO A POINT;

THENCE WEST AND PARALLEL WITH THE SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 208.70 FEET TO A POINT; THENCE SOUTH, A DISTANCE OF 378.40 FEET TO A POINT DISTANT 50.00 FEET NORTH OF THE SAID SOUTH LINE OF SECTION 33;

THENCE EAST, A DISTANCE OF 208.70 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF NEVADA BY THAT CERTAIN DEED RECORDED JUNE 22, 2018 IN [BOOK 20180622 AS INSTRUMENT NO. 02008](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF LAS VEGAS RECORDED IN THAT CERTAIN GRANT, BARGAIN, AND SALE DEED RECORDED DECEMBER 23, 2019 IN [BOOK 20191223 AS INSTRUMENT NO. 00825](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL N:

BEGINNING AT A POINT 1893.50 FEET EASTERLY AND 40.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 33, SAID POINT OF BEGINNING IS FURTHER DESCRIBED AS THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY G.C. BLAINE, ET UX, TO CLIFFORD A. JONES, BY THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 5, 1943, IN [BOOK 32 OF DEEDS, PAGE 226](#) AS INSTRUMENT NO. 159926 CLARK COUNTY, NEVADA RECORDS;

THENCE NORTH ALONG THE WEST LINE OF SAID CONVEYED PARCEL, A DISTANCE OF 417.40 FEET TO A POINT; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 104.35 FEET TO A POINT; THENCE SOUTH AND PARALLEL TO THE SAID WEST LINE, A DISTANCE OF 417.40 FEET TO A POINT;

THENCE WEST, A DISTANCE OF 104.35 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED DECEMBER 12, 1967, IN [BOOK 841 AS INSTRUMENT NO. 675318](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF NEVADA BY THAT CERTAIN DEED RECORDED JUNE 22, 2018 IN [BOOK 20180622 AS INSTRUMENT NO. 02008](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL O:

BEGINNING AT A POINT 1997.85 FEET EASTERLY AND 40.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE EAST, A DISTANCE OF 104.35 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY G.C. BLAINE, ET UX, TO CLIFFORD A. JONES BY THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 5, 1943, IN [BOOK 32 OF DEEDS, PAGE 226](#) AS INSTRUMENT NO. 159926 CLARK COUNTY, NEVADA RECORDS;

THENCE NORTH ALONG THE EAST LINE OF SAID CONVEYED PARCEL, A DISTANCE OF 417.40 FEET TO A POINT; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 104.35 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 417.40 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED

RECORDED JANUARY 25, 1968, IN [BOOK 849 AS INSTRUMENT NO. 682135](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF NEVADA BY THAT CERTAIN DEED RECORDED JUNE 22, 2018 IN [BOOK 20180622 AS INSTRUMENT NO. 02008](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL P:

BEGINNING AT THE SOUTH WEST CORNER OF LOT 2, BLOCK 1 OF BUENA VISTA ADDITION AS DELINEATED IN [BOOK 2, PAGE 95](#) OF SUBDIVISION PLATS, OFFICIAL RECORDS, CLARK COUNTY, NEVADA;

THENCE NORTH 89°53'30" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD PRESENT ALIGNMENT (100.00 FEET WIDE), A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO EARL J. KRAUS, ET UX, BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED APRIL 28, 1954, IN [BOOK 8 AS INSTRUMENT NO. 9102](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA



RECORDS, SAID POINT "A" BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°53'30" WEST, A DISTANCE OF 108.70 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO LEONARD FAZIO, ET UX, BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED MAY 31, 1951, IN [BOOK 64 OF DEEDS, PAGE 259](#) AS INSTRUMENT NO. 371203 CLARK COUNTY, NEVADA RECORDS;

THENCE NORTH 00°06'30" EAST ALONG SAID EAST LINE, A DISTANCE OF 407.40 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO CURTIS O. BRYANT, ET UX, BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED JANUARY 19, 1954, IN [BOOK 1 AS INSTRUMENT NO. 1335](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS;

THENCE SOUTH 89°53'30" EAST ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 108.70 FEET TO A POINT ON THE WEST LINE OF THE AFOREMENTIONED KRAUS PARCEL;

THENCE SOUTH 00°06'30" WEST ALONG SAID WEST LINE, A DISTANCE OF 407.40 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF NEVADA BY THAT CERTAIN DEED RECORDED JUNE 22, 2018 IN [BOOK 20180622 AS INSTRUMENT NO. 02008](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL Q:

BEGINNING AT A POINT 2310.90 FEET EASTERLY AND 40.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 33, THE SOUTHEAST CORNER OF THIS PARCEL;

THENCE NORTHERLY ALONG THE WEST LINE OF BUENA VISTA ADDITION, AS SHOWN BY MAP THEREOF ON FILE IN [BOOK 2 OF PLATS, PAGE 95](#), IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, A DISTANCE OF 417.40 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS CONVEYED BY FLORENCE LEE JONES CAHLAN, ET CON, TO G.C. BLAINE, ET UX, BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED JULY 28, 1949, IN [BOOK 60 OF DEEDS, PAGE 404](#) AS INSTRUMENT NO. 318408 CLARK COUNTY, NEVADA RECORDS; THENCE WEST ALONG THE SOUTH LINE OF THE SAID CONVEYED PARCEL, A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH AT A RIGHT ANGLE TO THE SAID SOUTH LINE, A DISTANCE OF 417.40 FEET TO A POINT;

THENCE EAST AND PARALLEL TO AND DISTANT 40.00 FEET FROM THE SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN DEED RECORDED MARCH 20, 1944, IN [BOOK 35 OF DEEDS, PAGES 11-12](#) AS INSTRUMENT NO. 178815 CLARK COUNTY, NEVADA

RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF NEVADA BY THAT CERTAIN DEED RECORDED JUNE 22, 2018 IN [BOOK 20180622 AS INSTRUMENT NO. 02008](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA

PARCEL II:

PARCEL A:

BEGINNING AT THE SOUTH QUARTER (S 1/4) CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.;

THENCE NORTH 00°17'15" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 696.10 FEET TO A POINT;

THENCE NORTH 89°53'30" WEST AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 1137.60 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°53'30" WEST, A DISTANCE OF 152.50 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE PARCEL CONVEYED TO THE CITY OF LAS VEGAS FOR STREET PURPOSES;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID PARCEL OF LAND CONVEYED TO THE CITY OF LAS VEGAS FOR STREET PURPOSES, A DISTANCE OF 150.00 FEET TO A POINT;

THENCE SOUTH 89°53'30" EAST AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 152.42 FEET TO A POINT;

THENCE SOUTH 00°60'30" WEST, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 13, 1984, IN [BOOK 1888 AS INSTRUMENT NO. 1847767](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED OCTOBER 20, 2020 IN [BOOK 20201020 AS INSTRUMENT NO. 01161](#) OF OFFICIAL RECORDS.

PARCEL B:

BEGINNING AT THE SOUTH QUARTER (S 1/4) CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.;

THENCE NORTH 00°17'15" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 696.10 FEET TO A POINT;

THENCE NORTH 89°53'30" WEST AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 990.10 FEET TO THE TRUE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF THE PARCEL OF LAND CONVEYED BY EUGENE S. BEARDEN AND DOROTHY J. BEARDEN, HUSBAND AND WIFE, TO J.W. BOSS AND ALVERTIA BOSS, HUSBAND AND WIFE, BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED AUGUST 30, 1946, IN [BOOK 44 OF DEEDS, PAGE 325](#) AS INSTRUMENT NO. 232392 CLARK COUNTY, NEVADA RECORDS;

THENCE CONTINUING NORTH 89°53'30" WEST, A DISTANCE OF 147.50 FEET TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND CONVEYED BY ADA L. BEARDEN TO HERBERT F. ELLINGHAM BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED SEPTEMBER 11, 1946, IN [BOOK 44 OF DEEDS, PAGE 377](#) AS INSTRUMENT NO. 233154 CLARK COUNTY, NEVADA RECORDS;

THENCE NORTH 00°06'30" EAST ALONG THE EAST LINE OF THE PARCEL SO CONVEYED TO SAID HERBERT F. ELLINGHAM, AND THE PROLONGATION NORTHERLY THEREOF, A DISTANCE OF 208.71 FEET TO A POINT;

THENCE SOUTH 89°53'30" EAST AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 147.50 FEET TO THE NORTHWEST CORNER OF THE PARCEL CONVEYED TO J.W. BOSS AND ALVERTIA BOSS HEREINBEFORE REFERRED TO;

THENCE SOUTH 00°06'30" WEST ALONG THE WEST LINE OF SAID BOSS PARCEL, A DISTANCE OF 208.71 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EAST 52.00 FEET, 10 INCHES.

TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER VACATION RECORDED MARCH 13, 1984, IN [BOOK 1888 AS INSTRUMENT NO. 1847767](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS.

PARCEL C:

THE EAST 52.00 FEET, 10 INCHES OF THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER (S 1/4) CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.;

THENCE NORTH 00°17'15" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 696.10 FEET TO A POINT;

THENCE NORTH 89°53'30" WEST AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 990.10 FEET TO THE TRUE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF THE PARCEL OF LAND CONVEYED BY EUGENE S. BEARDEN AND DOROTHY J. BEARDEN, HUSBAND AND WIFE, TO J.W. BOSS AND ALVERTIA BOSS, HUSBAND AND WIFE, BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED AUGUST 30, 1946, IN [BOOK 44 OF DEEDS, PAGE 325](#) AS INSTRUMENT NO. 232392 CLARK COUNTY, NEVADA RECORDS;

THENCE CONTINUING NORTH 89°53'30" WEST, A DISTANCE OF 147.50 FEET TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND CONVEYED BY ADA L. BEARDEN TO HERBERT F. ELLINGHAM BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED SEPTEMBER 11, 1946, IN [BOOK 44 OF DEEDS, PAGE 377](#) AS INSTRUMENT NO. 233154 CLARK COUNTY, NEVADA RECORDS;

THENCE NORTH 00°06'30" EAST ALONG THE EAST LINE OF THE PARCEL SO CONVEYED TO SAID HERBERT F. ELLINGHAM, AND THE PROLONGATION NORTHERLY THEREOF, A DISTANCE OF 208.71 FEET TO A POINT;

THENCE SOUTH 89°53'30" EAST AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 147.50 FEET TO THE NORTHWEST CORNER OF THE PARCEL CONVEYED TO J.W. BOSS AND ALVERTIA BOSS HEREINBEFORE REFERRED TO;

THENCE SOUTH 00°06'30" WEST ALONG THE WEST LINE OF SAID BOSS PARCEL, A DISTANCE OF 208.71 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 13, 1984, IN [BOOK 1888 AS INSTRUMENT NO. 1847767](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS.

PARCEL D:

BEGINNING AT THE SOUTH QUARTER (S 1/4) CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.;

THENCE NORTH 00°17'15" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 696.10 FEET TO A POINT;

THENCE NORTH 89°53'30" WEST AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 781.39 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°53'30" WEST, A DISTANCE OF 208.71 FEET TO A POINT; THENCE NORTH 00°06'30" EAST, A DISTANCE OF 208.71 FEET TO A POINT;

THENCE SOUTH 89°53'30" EAST AND PARALLEL TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 208.71 FEET TO A POINT;

THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 208.71 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 13, 1984, IN [BOOK 1888 AS INSTRUMENT NO. 1847767](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS.

PARCEL E:

BEGINNING AT THE SOUTH QUARTER (S 1/4) CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.;

THENCE NORTH 00°17'15" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 696.10 FEET TO A POINT;

THENCE NORTH 89°53'30" WEST AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 651.39 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°53'30" WEST, A DISTANCE OF 130.00 FEET TO A POINT; THENCE NORTH 00°06'30" EAST, A DISTANCE OF 208.71 FEET TO A POINT;

THENCE SOUTH 89°53'30" EAST AND PARALLEL TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 130.00 FEET TO A POINT;

THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 208.71 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 13, 1984, IN [BOOK 1888 AS INSTRUMENT NO. 1847767](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS.

PARCEL F:

A PARCEL 15.00 FEET IN WIDTH, BEING DESCRIBED AS THE EASTERLY 15.00 FEET

OF THE WESTERLY 216.00 FEET OF THE NORTHERLY 30.00 FEET OF THE SOUTHERLY 696.10 FEET OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.&M.

PARCEL III:

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., IN THE COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER (S 1/4) CORNER OF SAID SECTION 33;

THENCE NORTH 00°17'15" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 696.10 FEET TO A POINT;

THENCE NORTH 89°53'30" WEST AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 572.68 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°53'30" WEST, A DISTANCE OF 78.71 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF PROPERTY CONVEYED BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED NOVEMBER 6, 1959, IN [BOOK 220 AS INSTRUMENT NO. 178877](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS;

THENCE NORTH 00°06'30" EAST ALONG THE EAST LINE OF THE PROPERTY CONVEYED BY SAID DEED, A DISTANCE OF 208.71 FEET, MORE OF LESS, TO THE NORTHEAST CORNER OF SAID CONVEYED PARCEL;

THENCE SOUTH 89°53'30" EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 78.71 FEET TO A POINT;

THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 208.71 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED AUGUST 11, 2010, IN [BOOK 20100811 AS INSTRUMENT NO. 03336](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL IV:

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER (S 1/4) CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.;

THENCE NORTH 00°17'15" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 696.10 FEET TO A POINT;

THENCE NORTH 89°53'30" WEST AND PARALLEL TO THE SOUTH BOUNDARY OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 363.97 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°53'30" WEST, A DISTANCE OF 208.71 FEET TO A POINT; THENCE NORTH 00°06'30" EAST, A DISTANCE OF 208.71 FEET TO A POINT;

THENCE SOUTH 89°53'30" EAST AND PARALLEL TO THE SAID SOUTH BOUNDARY OF SAID SOUTHWEST QUARTER (SW 1/4), A DISTANCE OF 208.71 FEET TO A POINT;

THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 208.71 FEET TO THE TRUE POINT OF BEGINNING. EXCEPTING THEREFROM THE EAST 104.00 FEET THEREOF.

TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED AUGUST 11, 2010, IN [BOOK 20100811 AS INSTRUMENT NO. 03336](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL V:

BEGINNING AT THE SOUTH QUARTER (S 1/4) CORNER OF SAID SECTION 33;

THENCE NORTH 00°17'15" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 904.81 FEET TO A POINT;

THENCE NORTH 89°53'30" WEST AND PARALLEL WITH THE SOUTH LINE OF THE



SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), A DISTANCE OF 364.61 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°53'30" WEST, A DISTANCE OF 325.00 FEET TO A POINT; THENCE NORTH 00°06'30" EAST, A DISTANCE OF 102.00 FEET TO A POINT;

THENCE SOUTH 89°53'30" EAST AND PARALLEL WITH THE AFOREMENTIONED SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) A DISTANCE OF 325.00 FEET TO A POINT;

THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 102.00 FEET TO THE TRUE POINT OF BEGINNING. PARCEL VI:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33;

THENCE SOUTH 00°08'52" WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 419.39 FEET TO A POINT; THENCE SOUTH 89°53'30" EAST, A DISTANCE OF 571.01 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED RECORDED IN [BOOK 272 AS INSTRUMENT NO. 231942](#), CLARK COUNTY, NEVADA RECORDS THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°53'30" EAST, A DISTANCE OF 60.00 FEET TO A POINT; THENCE NORTH 00°06'30" EAST, A DISTANCE OF 122.00 FEET TO A POINT;

THENCE NORTH 89°53'30" WEST, A DISTANCE OF 60.00 FEET TO A POINT;

THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 122.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS GRANTED TO THE CITY OF LAS VEGAS, BY DEED RECORDED MARCH 13, 1968, IN [BOOK 859 AS INSTRUMENT NO. 689791](#) OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTIONS FOR PARCELS I THROUGH AND VI PREVIOUSLY APPEARED ON THAT CERTAIN DOCUMENT RECORDED DECEMBER 21, 2001 IN [BOOK 20011221 AS INSTRUMENT NO 01190](#) OF OFFICIAL RECORDS.

PARCEL VII:

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER (1/4) CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.;

THENCE NORTH 00°17' EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 33, A DISTANCE OF 696.10 FEET TO A POINT;

THENCE NORTH 89°53'30" WEST AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 33, A DISTANCE OF 363.97 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°53'30" WEST, A DISTANCE OF 104.00 FEET TO A POINT; THENCE NORTH 00°06'30" EAST, A DISTANCE OF 70 FEET TO A POINT;

THENCE SOUTH 89°53'30" EAST AND PARALLEL TO SAID SOUTH BOUNDARY OF SAID SOUTHWEST QUARTER (SW ¼), A DISTANCE OF 104.00 FEET TO A POINT;

THENCE SOUTH 00°06'30" WEST, A DISTANCE OF 70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS GRANTED TO THE CITY OF LAS VEGAS, BY GRANT DEED RECORDED AUGUST 11, 2010, IN [BOOK 20100811 AS INSTRUMENT NO. 03337](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF HASTINGS AVENUE AS VACATED BY THE CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED AUGUST 11, 2010, IN [BOOK 20100811 AS INSTRUMENT NO. 03336](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION FOR PARCEL VII PREVIOUSLY APPEARED ON THAT CERTAIN DOCUMENT RECORDED APRIL 4, 2008 IN [BOOK 20080404 AS INSTRUMENT NO 04698](#) OF OFFICIAL RECORDS.

PARCEL VIII:

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER (S ¼) CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.& M.

THENCE NORTH 0° 17' EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 33 A DISTANCE OF 696.10 FEET TO A POINT;

THENCE NORTH 89° 53' 30" WEST AND PARALLEL TO THE SOUTH BOUNDARY OF THE SAID SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 33 A DISTANCE OF 363.97 FEET TO A POINT;

THENCE NORTH 0° 06' 30" EAST A DISTANCE OF 140.00 FEET TO A TRUE POINT OF BEGINNING; THENCE NORTH 89° 53' 30" WEST A DISTANCE OF 104.00 FEET TO A POINT;

THENCE NORTH 0° 06' 30" EAST A DISTANCE OF 68.71 FEET TO A POINT;

THENCE SOUTH 89° 53' 30" EAST AND PARALLEL TO SAID SOUTH BOUNDARY OF SAID SOUTHWEST QUARTER (SW ¼) A DISTANCE OF 104.00 FEET TO A POINT;

THENCE SOUTH 0° 06' 30" WEST A DISTANCE OF 68.71 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 30, 2005 IN [BOOK 20050930 AS INSTRUMENT NO. 02325](#), OF OFFICIAL RECORDS CLARK COUNTY, NEVADA.

PARCEL IX:

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M. D. B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M. D. B. & M; THENCE NORTH 0°17' EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 696.10 FEET TO A POINT;

THENCE NORTH 89°53'30" WEST AND PARALLEL TO THE SOUTH BOUNDARY OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, A DISTANCE OF 363.97 FEET TO A POINT;

THENCE NORTH 0°06'30" EAST, A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°53'30" WEST, A DISTANCE OF 104.00 FEET TO A POINT; THENCE NORTH 0°06'30" EAST, A DISTANCE OF 70.00 FEET TO A POINT;

THENCE SOUTH 89°53'30" EAST AND PARALLEL TO SAID SOUTH BOUNDARY OF SAID SOUTHWEST QUARTER (SW ¼), A DISTANCE OF 104.00 FEET TO A POINT;

THENCE SOUTH 0°06'30" WEST, A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 01, 2012, IN [BOOK 20120601 AS INSTRUMENT NO. 03230](#) OF OFFICIAL RECORDS.

EXHIBIT E

APNs: 139-33-402-034; 139-33-402-014; and 139-33-402-015

RECORDING REQUESTED BY:  
City of Las Vegas

AFTER RECORDATION MAIL TO,  
AND SEND TAX BILLS TO:

[TO BE INSERTED]

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Grantor"), hereby grants, bargains, sells and conveys to THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of THE UNIVERSITY OF NEVADA, LAS VEGAS ("Grantee"), all of Grantor's right, title, and interest in the real property ("Property") legally described in the Attachment attached hereto and incorporated herein by this reference.

The Property is conveyed subject to a Disposition and Development Agreement entered into between Grantor and Grantee and G2 Devco, LLC dba G2 Capital Development, a Nevada limited liability company. The Property is conveyed subject to all patents, easements, reservations, restrictions, conditions, rights-of-way, and other encumbrances of record.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 202\_.

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CITY OF LAS VEGAS

By: \_\_\_\_\_  
Carolyn G. Goodman, Mayor

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

ATTEST:

\_\_\_\_\_  
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Deputy City Attorney

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

STATE OF NEVADA )

ss.

COUNTY OF CLARK )

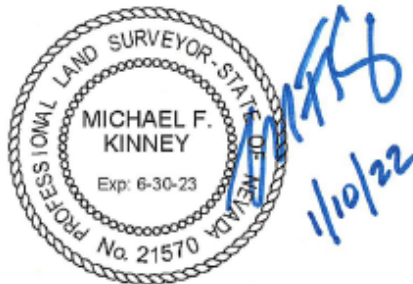
This instrument was acknowledged before me, a notary public, on  
\_\_\_\_\_, 20\_\_\_\_, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

\_\_\_\_\_  
NOTARY PUBLIC, in and for said County and State

ATTACHMENT  
TO  
GRANT, BARGAIN, AND SALE DEED  
LEGAL DESCRIPTION

APN 139-33-402-014, -015 & -034

JANUARY 10, 2022  
BY: RH  
P.R. BY: OMS  
PAGE 1 OF 3



**EXPLANATION:**

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF SHADOW LANE AND WELLNESS WAY.

**LAND DESCRIPTION**

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF SHADOW LANE AND WELLNESS WAY AS SHOWN ON THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 210 OF SURVEYS, AT PAGE 69; THENCE SOUTH 00°17'24" WEST, ALONG THE CENTERLINE OF SAID SHADOW LANE, 147.07 FEET; THENCE SOUTH 89°42'36" EAST, DEPARTING SAID CENTERLINE, 35.00 FEET TO THE **POINT OF BEGINNING**, SAME BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID SHADOW LANE, ALSO BEING A POINT ON THE SOUTH LINE OF LOT A AS SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 104 OF PARCEL MAPS, AT PAGE 77; THENCE NORTH 00°17'24" EAST, DEPARTING SAID SOUTH LINE AND ALONG SAID EAST RIGHT-OF-WAY LINE, 79.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY 47.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'29" TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WELLNESS WAY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; 1) SOUTH 89°52'07" EAST, 35.08 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 231.00 FEET; 2)

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NORTHEASTERLY 137.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°09'52" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 180.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 34°01'59" WEST; 3) NORTHEASTERLY 107.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°17'00" TO THE NORTHWEST CORNER PER DOCUMENT RECORDED APRIL 20, 2004 IN THE OFFICE OF THE COUNTY RECORDER AS INSTRUMENT NO. 20040420-0003484 IN OFFICIAL RECORDS; THENCE SOUTH 00°15'02" WEST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE WEST LINE THEREOF, 122.00 FEET TO THE SOUTHWEST CORNER SAID DOCUMENT, ALSO BEING THE SOUTHEAST CORNER PER DOCUMENT RECORDED MARCH 27, 2015 IN THE OFFICE OF THE COUNTY RECORDER AS INSTRUMENT NO. 20150327-0003039 IN OFFICIAL RECORDS; THENCE NORTH 89°44'58" WEST, DEPARTING SAID WEST LINE AND ALONG THE SOUTH LINE THEREOF, 120.00 FEET TO THE SOUTHWEST CORNER THEREOF, SAME BEING A POINT ON THE EAST LINE OF AFOREMENTIONED LOT A; THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES; 1) NORTH 89°44'58" WEST, 28.81 FEET; 2) SOUTH 00°15'02" WEST, 58.71 FEET TO A POINT ON SAID SOUTH LINE OF LOT A; THENCE NORTH 89°44'58" WEST, DEPARTING SAID EAST LINE AND ALONG SAID SOUTH LINE, 147.49 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 31,337 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

**BASIS OF BEARINGS:**

GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS ZONE, NORTH AMERICAN DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

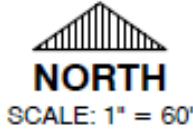
**END OF DESCRIPTION**

MICHAEL F. KINNEY, PLS  
CITY OF LAS VEGAS  
416 N. 7TH STREET  
LAS VEGAS, NV 89101

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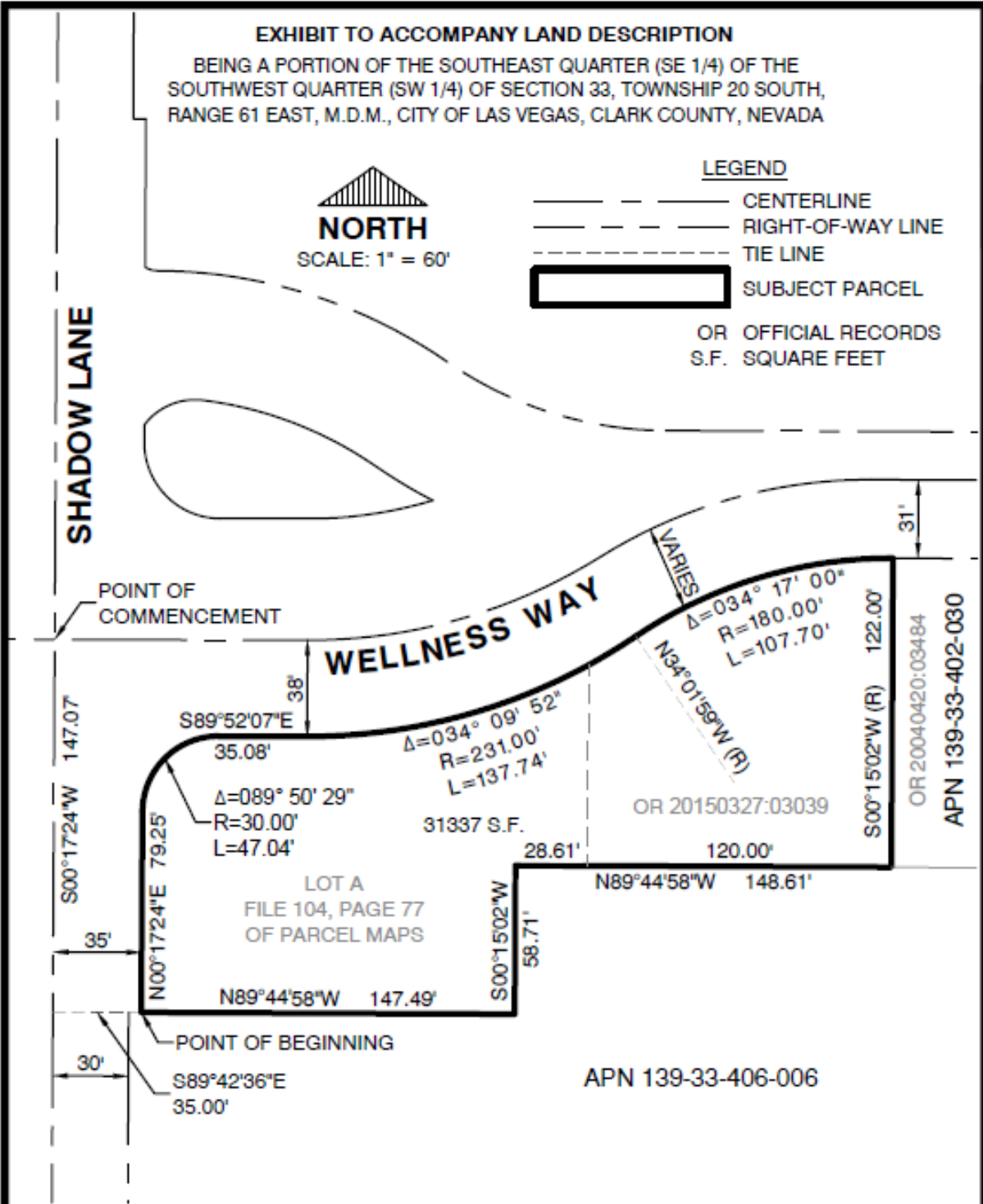


**EXHIBIT TO ACCOMPANY LAND DESCRIPTION**  
 BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE  
 SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH,  
 RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



LEGEND

- CENTERLINE
- RIGHT-OF-WAY LINE
- TIE LINE
- SUBJECT PARCEL
- OR OFFICIAL RECORDS
- S.F. SQUARE FEET



	<b>DEPARTMENT OF PUBLIC WORKS</b>	
	SURVEY & RIGHT-OF-WAY	
	DATE: 1/10/2022	DRAWN BY: MFK
	SHEET: <b>3</b>	OF <b>3</b>
FILE NAME: H66868-SR05-LD EXHIBIT.DWG		

<b>SOUTHEAST CORNER OF                  WELLNESS WAY &amp; SHADOW LANE</b>
<b>APN 139-33-402-014, -015 &amp; -034</b>

# Exhibit "F"

## Project Site Plan (Preliminary)



EXHIBIT G  
SCOPE OF DEVELOPMENT

## **Exhibit G**

### **Scope of Development**

The Parties acknowledge that a Project Development Agreement remains to be negotiated between the Developer and UNLV. However, at this time, there is an anticipated Scope of Development. The proposed site plan (Exhibit F) depicts the proposed scope of development with the following modifications:

The medical office building will be no less than 50,000 SF.

The retail will be no less than 5,000 SF and may be included in any part of the hotel.

If the final plan includes a hotel, the hotel will be approximately 32,000 SF and contain approximately 60 rooms.

Parking Garage A will be no less than 250,000 SF and no more than 400,000 SF and contain between 500 and 1,100 parking spaces.

Parking Garage B will contain a number of parking spaces equal to the number taken from UNLV for the project, adjusted for any UNLV plans to restripe or make similar adjustments to existing impacted UNLV parking areas, and will be determined by the final site plan.

Existing UNLV other facilities (i.e. existing UNLV Building C, laydown yard, other items) will be replaced in the UNLV Facilities Building, the UNLV Facilities Yard, and UNLV space in the new medical office building.

Surface parking will be determined by final site plan, but is anticipated to be between 20 to 50 spaces.

EXHIBIT H

**CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS**

**1. Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

**2. Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

**3. Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

**4. Incorporation**

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

<b>Block 1</b>	<b>Contracting Entity</b>
<b>Name</b>	G2 Capital Devco, LLC
<b>Address</b>	4700 S. Maryland Pkwy., Suite 150 Las Vegas, NV 89119
<b>Telephone</b>	702-242-4211
<b>EIN or DUNS</b>	46-4057737

<b>Block 2</b>	<b>Description</b>
	Disposition and Development Agreement

<b>Block 3</b>	<b>Type of Business</b>
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
<input type="checkbox"/> Trust	<input type="checkbox"/> Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS  
(CONTINUED)

**Block 4 Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Franko J Marretti III	4700 S. Maryland Pkwy., Suite 150 Las Vegas, NV 89119	702-242-4211
2.			
3.			
4.			
5.			
6.			
7.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0.

**Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

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

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

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name Franko J Marretti III  
*Franko J Marretti III*

Date 1/3/2022

Subscribed and sworn to before me this 3 day of

January, 2022  
*[Signature]*  
\_\_\_\_\_  
Notary Public

