

APNs: 139-27-201-005 and 139-27-201-006

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Las Vegas City Hall
Office of Youth Development and Social
Initiatives
495 South Main Street, 5th Floor
Las Vegas, NV 89101

COVENANT OF PURPOSE, USE AND OWNERSHIP

This Covenant of Purpose, Use and Ownership (“Covenant”) dated this _____ day of _____, 20__, is made by the CITY OF LAS VEGAS (“City”), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 South Main Street, Las Vegas, Nevada 89101 for the benefit of the United States Department of Commerce, Economic Development Administration located at 1401 Constitution Avenue, NW, Washington, DC 20230 with a regional office at Jackson Federal Building, 915 Second Ave., Room 1890, Seattle, WA 98174 (“EDA”).

RECITALS:

WHEREAS, pursuant to the Public Works and Economic Development Act of 1965 (42 U.S.C. § 3121 *et seq.*) (“PWEDA”), City, in conjunction with the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the COLLEGE OF SOUTHERN NEVADA (“CSN,” and with the City, the “Recipient”), has applied to, received and accepted from EDA a Financial Assistance Award dated **February 4, 2021** (“Award”), in the amount of **Six Million Nine Hundred Thirty Thousand Six Hundred Thirty Five and No/100 Dollars (\$6,930,635.00)** (“EDA Award Amount”) for EDA Award No. **07-79-07620**; and

WHEREAS, the Award is subject to certain terms and conditions pursuant to which Recipient agreed to comply with, *inter alia*, the applicable requirements of EDA’s regulations at 13 C.F.R. Chapter III and government-wide regulations set out at 2 C.F.R. part 200; and

WHEREAS, pursuant to the application submitted by Recipient requesting said Award, which includes all forms, documentation, and any information submitted to EDA as part and in furtherance of the request for the Award, including any information submitted after the initial

application (“Grant Application”) and pursuant to the Award, the EDA Award Amount is to be used for the purpose of financing the improvements to the real property described in “Exhibit A,” attached hereto and made a part hereof (the “Project Property”) consisting of **the construction of approximately 13,124 interior square feet of buildings for a healthcare laboratory, conference rooms, computer laboratory, offices and approximately 5,800 square feet of manufacturing, construction, and welding laboratory space; as well as provide landscaping, parking area(s) and a pick-up/drop-off area, all commonly known as the Westside Education and Training Center** (the “Project”) or other economic development purpose as approved by EDA in writing; and

WHEREAS, **Twenty (20)** years from the recording date of this Covenant in the Official Records of the Clark County, Nevada Recorder’s Office, is the “Estimated Useful Life”, as the term “Estimated Useful Life” is defined in 13 C.F.R. § 314.1, of the improvements made to the Project Property pursuant to the Project; and

WHEREAS, the Award provides, *inter alia*, that City will not sell, lease, transfer, convey, encumber, mortgage, or otherwise alienate any right to or interest in the Project Property (save and except for any lease or license to use by and between City and CSN in conjunction with the Project Purposes), or use the Project Property for purposes other than, or different from, those purposes set forth in the Award and the Grant Application made by Recipient therefor (“Project Purposes”), such alienation or use being prohibited by 13 C.F.R. part 314 and by 2 C.F.R. part 200; and

WHEREAS, in accordance with PWEDA, EDA is not authorized to permit transfer or conveyance of Project Property to parties that are not eligible to receive EDA grants unless EDA is repaid the Federal Share as defined at 13 C.F.R. § 314.5 (“Federal Share”) or unless the authorized purpose of the Award is to develop land in order to lease or sell the land for a specific use, approved in advance by EDA, in which case EDA may authorize a lease or sale of the Project Property or a portion thereof if certain conditions are met; and

WHEREAS, City, as owner of the Project Property and in conjunction with CSN, agreed to record this Covenant in the appropriate office for the recording of public records affecting real property so as to constitute notice to all persons of any and all restrictions on title to and use of all or part of the Project Property; and

WHEREAS, the Clark County Recorder’s Office, located at 500 S. Grand Central Pkwy., Floor 2, Las Vegas, NV 89155, is the proper office to record this Covenant; and

WHEREAS, EDA is permitting the use of a covenant instead of a mortgage/deed of trust in this single case and such use shall not in and of itself constitute an exception for other EDA projects with the Recipient or other similarly situated recipients.

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and to ensure that the benefits of the Project will accrue to the public and be used as intended by both EDA and Recipient consistent with the Project Purposes, Recipient hereby covenants and agrees as follows:

1. COMPLIANCE WITH AWARD AND REGULATIONS

City shall comply with the terms and conditions of the Award and the regulations set forth in 13 C.F.R. Chapter III and 2 C.F.R. part 200. In its lease agreement, for the lease of the Project to CSN, the City will require that CSN comply with the terms and conditions of the Award and the regulations set forth in 13 C.F.R. Chapter III and 2 C.F.R. part 200.

2. RESTRICTIONS DURING ESTIMATED USEFUL LIFE

For the Estimated Useful Life set forth above, City will not sell, lease, transfer, convey, encumber or mortgage any interest in the Project Property (save and except for any lease or license to use by and between City and CSN in conjunction with the Project Purposes), nor shall City use the Project Property for purposes other than the Project Purposes without the prior written approval of EDA.

3. LEASE OF PROJECT PROPERTY

If the Grant Application provides for and the Award authorizes City to lease Project Property to someone other than CSN, each lease arrangement shall be subject to the prior written approval of EDA during the Estimated Useful Life. EDA must determine that the applicable lease arrangement is consistent with the Grant Application and authorized general and special purpose(s) of the Award; will provide adequate employment and economic benefits for the area in which Project Property is located; is consistent with EDA policies concerning, but not limited to, non-discrimination, non-relocation, and environmental requirements; and that the proposed lessee is providing adequate compensation, as defined in 13 C.F.R. § 314.1, to City for said lease.

4. PROJECT PURPOSES AND TRANSFER OF PROJECT PROPERTY

City further covenants that in the event the Project Property is used for purposes other than the Project Purposes, or is sold, leased, transferred, conveyed, encumbered or mortgaged without the prior written approval of EDA, City will compensate the Federal Government in the

amount of the Federal Share, which amount shall be determined at the sole discretion of EDA, such amount being: (a) EDA's pro-rata share of the fair market value of the Project Property as further set forth in 13 C.F.R. § 314.5, as that provision may be amended from time to time, (b) the EDA Award Amount, or (c) the amount of grant funds actually disbursed.

5. CHARGES; LIENS

City shall protect the title and possession of all Project Property and pay when due all taxes, assessments, mechanic and/or materialmen liens, and other charges, fines, and impositions now existing or hereafter levied or assessed upon the Project Property.

6. HAZARD INSURANCE

City shall insure and keep insured all improvements now or hereafter created upon Project Property against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage." The amount of insurance shall be the full insurable value of said improvements but in no event less than the full replacement value of the improvements. Any insurance proceeds received by City due to loss shall be applied to restoration or repair of any damaged Project Property, provided such restoration or repair is economically feasible. If such restoration or repair is not economically feasible, City shall use said insurance proceeds to compensate EDA for its Federal Interest, as defined at 13 C.F.R. § 314.2 ("Federal Interest"). EDA's Federal Interest shall be satisfied when the amount received is equal to the Federal Share as that term is defined at 13 C.F.R. § 314.5.

7. PRESERVATION AND MAINTAINANCE OF PROJECT PROPERTY

City shall keep Project Property in good condition and repair during the Estimated Useful Life and shall not permit or commit any waste, impairment, or deterioration of Project Property (reasonable wear and tear excepted), but shall give written notice thereof to EDA without delay.

8. INDEMNIFICATION

Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, City agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Project Property or construction, renovation, or repair of any facility on the Project Property, to the extent that such liabilities are incurred because of toxic or hazardous contamination of groundwater, surface water, soil, or other conditions caused by operations of the City or any of its predecessors (other than the

Federal Government or its agents) on the Project Property. *See also* 13 C.F.R. § 302.19 (“Indemnification”). City does not waive and intends to assert all available NRS Chapter 41 liability limitations in all cases.

9. INSPECTION

Upon two (2) business days prior written notice to City, EDA may make or cause to be made reasonable entries upon and inspection of Project Property by EDA or an authorized representative of EDA.

10. CONDEMNATION

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of Project Property, or any part thereof, or for any conveyance in lieu of condemnation shall be used by City to compensate EDA for EDA’s Federal Share. EDA’s Federal Share of said condemnation proceeds shall be equal to that percentage which the EDA Award Amount bore to the total project costs under the Award for which the condemned property was acquired or improved. *See also* 13 C.F.R. § 314.5 (“Federal Share”).

11. REMEDIES

Upon Recipient’s breach of any term or condition of the Award beyond any applicable notice and cure period or term or condition of this Covenant beyond any applicable notice and cure period, then EDA, its designees, successors, or permitted assigns may declare the amounts owed to EDA (i.e., the Federal Share) with interest thereon at the rate set forth in 31 U.S.C. § 3717, immediately due and payable, such amounts being: (a) EDA’s pro-rata share of the fair market value of the Property as further set forth in 13 C.F.R. § 314.5, as that provision may be amended from time to time, (b) the EDA Award Amount, or (c) the amount of the grant funds actually disbursed (the “Indebtedness”). The amount shall be determined at the sole discretion of EDA in accordance with EDA’s authorities and regulations, and City agrees that the Indebtedness shall be due and payable by Recipient to EDA upon the termination of the Award for material noncompliance or upon any attempt to use, transfer or alienate any interest in the Project Property in violation of the Award or of the regulations in 13 C.F.R. Chapter III or 2 C.F.R. part 200 and does, moreover, agree that such Indebtedness shall be extinguished only through and upon the full payment of the Indebtedness to the Federal Government. If there occurs a Recipient’s breach of a term or condition of the Award or term or condition of this Covenant, Recipient shall be entitled to sixty (60) calendar days from written notice thereof to remedy the breach, provided, however, such is capable of being remedied within that period. If

the breach can be remedied, but the remedy cannot be completed within the sixty (60) day period, Recipient shall be allowed such additional time as may be reasonably necessary, as determined by EDA, to remedy the breach, provided, however, the remedy is commenced within the sixty (60) day period and is diligently pursued to completion.

12. REMEDIES CUMULATIVE

EDA may enforce any and all remedies afforded by law or equity, including seeking and obtaining a judicial determination(s) compelling Recipient to comply with the terms and conditions of the Award and this Covenant, which may be exercised concurrently, independently or successively.

13. FOREBEARANCE NOT A WAIVER

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by EDA shall not be a waiver of EDA's rights under this Covenant.

14. RELEASE

EDA and the City agree that, so long as the possession and use of Project Property by City has been only for the purposes set forth in the Award and the Grant Application, then after the Estimated Useful Life of the improvements to Project Property, City may request a release of the Federal Interest and this Covenant in accordance with 13 C.F.R. part 314, which will not be withheld except for good cause, as determined in EDA's sole discretion; provided, however, that in accordance with 13 C.F.R. part 314, restrictions upon the religious use or discriminatory practices in connection with the use of Project Property shall survive this Covenant and any release thereof, which shall be evidenced by a separate recorded covenant.

15. GOVERNING LAW; SEVERABILITY

This Covenant shall be governed by applicable federal law, if any, and if there is no applicable federal law by the laws of the State of Nevada, and nothing contained herein shall be construed to limit the rights EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. In the event that any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

16. RECORDING COVENANT AGAINST TITLE

Pursuant to 13 C.F.R. part 314, City further agrees that City shall execute and place on record against the title to the Project Property improved in whole or in part with the Award, this Covenant of Purpose, Use and Ownership. City shall furnish EDA with the original, recorded Covenant as executed. City further agrees that whenever the Project Property is sold, leased or otherwise conveyed pursuant to 13 C.F.R. part 314, City or transferor shall add to the document conveying such interest in and to the real estate an express reference to this Covenant, satisfactory to EDA, whereby the purchaser or tenant expressly accepts and agrees to be bound by this Covenant.

17. NOTICE

Any notice from EDA to City provided for in this Covenant shall be sent by certified mail to City's last known address or at such address as City may designate to EDA, except for any notice given to City in the manner as may be prescribed by applicable law as provided hereafter in this Covenant. Likewise, any notice from City to EDA shall be sent by certified mail to EDA's address.

18. PARTIES BOUND BY THIS COVENANT

This Covenant and this Covenant's rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns.

19. RESTRAINT ON TITLE

It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Project Property given to evidence and secure the Federal Interest expressed herein.

20. COVENANT RUNS WITH LAND

This Covenant shall run with the land.

21. AUTHORITY TO EXECUTE COVENANT

City represents and warrants to and covenants with EDA that City has been duly authorized by City's governing body by all necessary action and has received all necessary third party consents to enter into this Covenant.

[SIGNATURES AND NOTARY ACKNOWLEDGEMENTS FOLLOW ON THE NEXT PAGES]

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the day and year first above written by its duly authorized officer.

CITY:

CITY OF LAS VEGAS, a municipal corporation within the State of Nevada

By: _____
Name: Carolyn G. Goodman
Title: Mayor
Date: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this ____ day of _____, 20__, by Carolyn G. Goodman as Mayor on behalf of the City of Las Vegas.

Notary Public
My commission expires: _____

Attest:

LuAnn D. Holmes, MMC, City Clerk, Date

Council Action: _____, 20__ ; Item # _____

Approved as to form: Dimitri P. Dalacas
 Deputy City Attorney

By:  _____
Title: Deputy City Attorney
Date: 4/17/2024

Exhibit A
Property Description

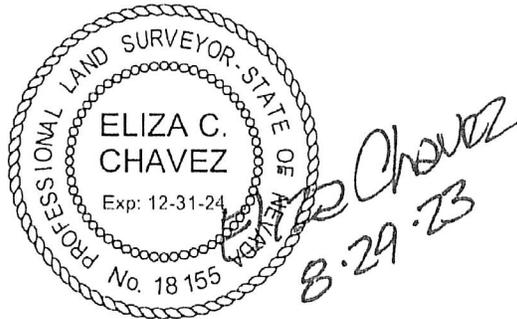
APN: 139-27-201-005

AUGUST 24, 2023

BY: ECC

P.R. BY: ARR

PAGE 1 OF 3



EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT C STREET AND JEFFERSON AVENUE.

LAND DESCRIPTION

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 27, 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 JEFFERSON AVENUE AND C STREET (FORMERLY THIRD STREET) AS SHOWN ON THAT SUBDIVISION KNOWN AS "VALLEY VIEW ADDITION TO CITY OF LAS VEGAS" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 1 OF PLATS, AT PAGE 50; THENCE SOUTH 01°35'07" EAST ALONG THE CENTERLINE OF C STREET, 195.06 FEET TO THE WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY OF THAT 20' ALLEY IN BLOCK 16 AS SHOWN ON SAID PLAT; SAID POINT BEING THE **POINT OF BEGINNING**:

THENCE CONTINUING SOUTH 01°35'07" EAST, 175.06 FEET; THENCE SOUTH 88°24'14" WEST, 335.15 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF D STREET (FORMERLY FOURTH STREET) OF SAID "VALLEY VIEW ADDITION TO CITY OF LAS VEGAS"; THENCE NORTH 01°35'07" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 335.12 FEET; THENCE NORTH 88°24'14" EAST, 0.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 72°07'30" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°31'44", AN ARC LENGTH OF 18.46 FEET TO THE SOUTH

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RIGHT-OF-WAY LINE OF JEFFERSON AVENUE; THENCE NORTH 88°24'14" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 280.15 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'39", AN ARC LENGTH OF 23.56 FEET TO THE WEST RIGHT-OF-WAY LINE OF C STREET; THENCE SOUTH 01°35'07" EAST ALONG SAID WEST LINE, 155.06 FEET TO THE AFOREMENTIONED WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY OF SAID 20' ALLEY; THENCE NORTH 88°24'14" EAST ALONG SAID SOUTHERLY PROLONGATION, 25.00 FEET TO THE **POINT OF BEGINNING**.

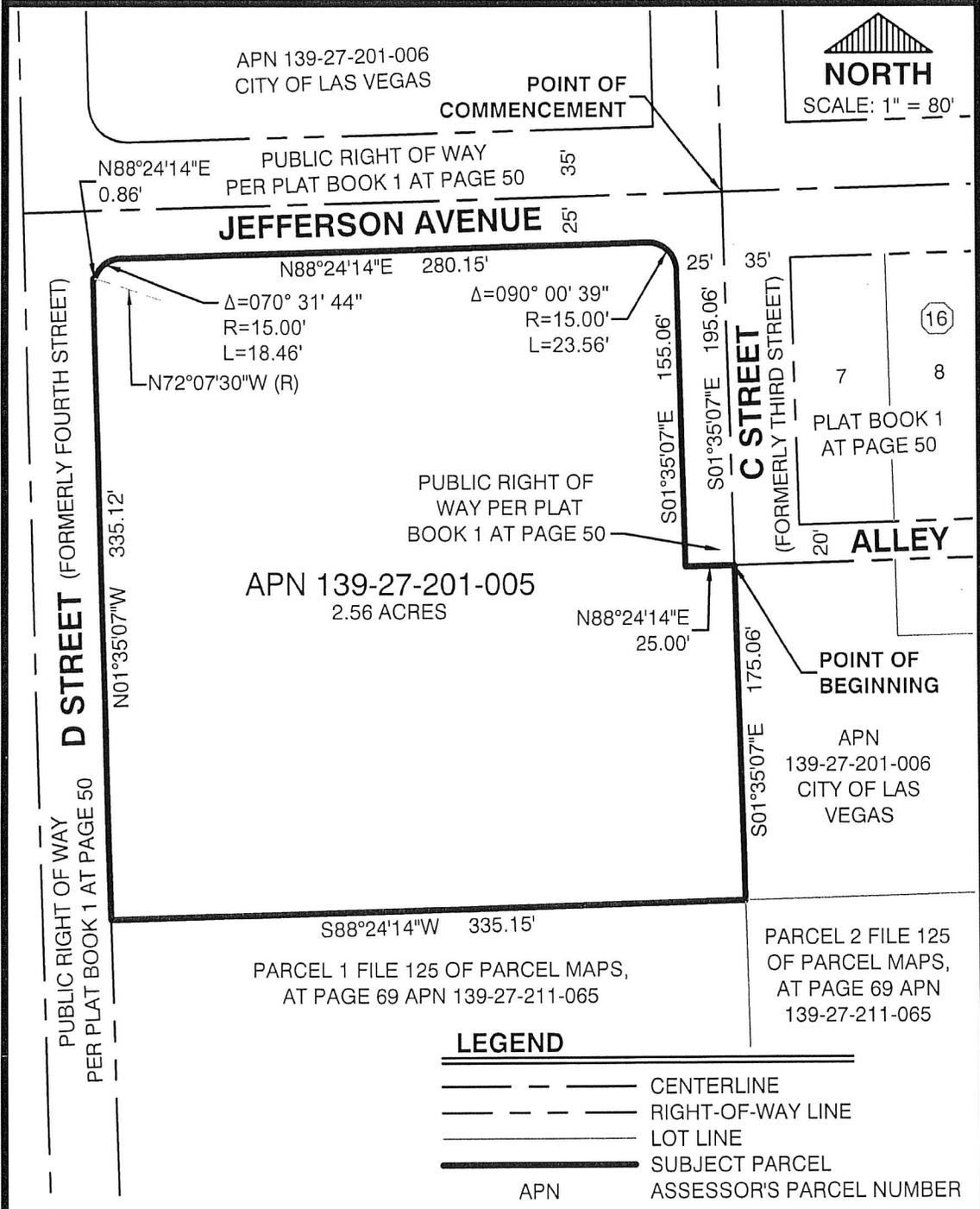
CONTAINING 2.56 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS AS SHOWN ON "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

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.

END OF DESCRIPTION

ELIZA C CHAVEZ, PLS
CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NV 89101




NORTH
SCALE: 1" = 80'

DEPARTMENT OF PUBLIC WORKS
SURVEY & RIGHT-OF-WAY

 DATE: AUG. 2023 DRAWN BY: ECC

SHEET: **3** OF **3**

FILE NAME: H76326-SR08-LEGAL EXHIBIT.DWG

**EXHIBIT TO ACCOMPANY
LAND DESCRIPTION**

APN 139-27-201-005

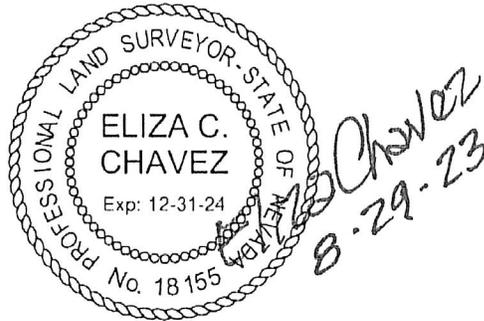
APN: 139-27-201-006

AUGUST 24, 2023

BY: ECC

P.R. BY: ARR

PAGE 1 OF 3



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LAND DESCRIPTION

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COMMENCING AT THE CENTERLINE INTERSECTION OF JEFFERSON AVENUE AND C STREET (FORMERLY THIRD STREET) AS SHOWN ON THAT SUBDIVISION KNOWN AS "VALLEY VIEW ADDITION TO CITY OF LAS VEGAS" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 1 OF PLATS, AT PAGE 50; THENCE SOUTH 01°35'07" EAST ALONG THE CENTERLINE OF C STREET, 195.06 FEET TO THE WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY OF THAT 20' ALLEY IN BLOCK 16 AS SHOWN ON SAID PLAT; SAID POINT BEING THE **POINT OF BEGINNING**:

THENCE NORTH 88°24'14" EAST ALONG SAID SOUTHERLY RIGHT- OF-WAY AND PROLONGATION, 85.00 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK 16 OF SAID PLAT; THENCE SOUTH 01°35'07" EAST, DEPARTING THE SOUTHERLY RIGHT-OF-WAY OF SAID ALLEY AND ALONG THE WEST LINE OF SAID LOT 5 A DISTANCE OF 40.00 FEET; THENCE NORTH 88°24'14" EAST, DEPARTING SAID WEST LINE, 50.00 FEET TO THE EAST LINE OF SAID LOT 5; THENCE NORTH 01°35'07" WEST ALONG SAID EAST LINE, 40.00 FEET, RETURNING TO THE SOUTHERLY RIGHT-OF-WAY OF SAID ALLEY; THENCE NORTH 88°24'14" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 141.29

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FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15;
THENCE SOUTH 31°30'38" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-
WAY LINE, 208.99 FEET; THENCE SOUTH 88°24'14" WEST, DEPARTING SAID
NORTHWESTERLY RIGHT-OF-WAY LINE, 162.18 FEET; THENCE NORTH 01°35'07"
WEST, 175.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 36,379 SQUARE FEET, MORE OR LESS, AS DETERMINED BY
COMPUTER METHODS AS SHOWN ON "EXHIBIT TO ACCOMPANY LAND
DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

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.

END OF DESCRIPTION

ELIZA C CHAVEZ, PLS
CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NV 89101

