

INTERLOCAL LIBRARY DEVELOPMENT AGREEMENT

This INTERLOCAL LIBRARY DEVELOPMENT AGREEMENT ("Agreement") is entered into as of _____, 2022 by and between Las Vegas, a Nevada political subdivision ("City") and the Las Vegas-Clark County Library District, a Nevada political subdivision ("District"). City and District are herein referred to individually as a "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS:

A. City and District are parties to that certain Lease Agreement dated October 21, 1987, as modified by that: Supplemental Lease Agreement dated April 1, 1992 and amended by that Amendment to Lease Agreement dated October 20, 1993 (collectively, the "Groundlease").

B. Pursuant to the Groundlease, City leased to District that land legally on Exhibit A with APNs of 139-21-703-019 and 020 with an address of 955 W. Lake Mead Boulevard, Las Vegas, Clark County, Nevada 89106 ("Groundlease Parcel").

C. Pursuant to the Groundlease, District has constructed and is operating the Westside Las Vegas Library and Theater consisting of 30,696 square foot one (1) story building owned by District comprised of an approximate 17,000 square foot library and two building additions which are made up of the current 298 seat theater and 1,500 square feet Young People Library (the "Library").

D. Both City and District desire that District construct a new, replacement library on the following land owned by City (the "New Library") which consists of approximately 5.25 acres located on Martin L. King Blvd and Mount Mariah Drive, identified as APN 139-21-313-014, APN 139-21-313-028 and a portion of APN 139-21-313-019 and depicted on the site plan shown on Exhibit B-1 and legally described on Exhibit B-2 (the "Development Site").

E. In connection with the development of the New Library and on the terms and conditions set forth herein, City and District have agreed (i) to terminate the Groundlease, (ii) to revert the Library improvements to City in consideration of the payment by City to District of the City Payment (defined below), (iii) that City will convey the Development Site to District for no consideration and (iv) in consideration of the City Payment and the conveyance of the Development Site, District will construct and operate the New Library on the Development Site.

F. District and City agree that this Agreement will be governed by Nevada Revised Statutes 277.050(3)(b) concerning the sale, exchange, or lease of real property by public agency.

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

1. GENERAL PROVISIONS

1.1 Recitals. The Parties hereby agree that the Recitals A thru F are hereby confirmed and made a part of this Agreement.

1.2 Definitions.

“Bill of Sale” means a bill of sale to be delivered to City by District conveying all of District’s right and title to the improvements and furniture, fixtures and equipment to be agreed upon by the Parties of the Library. The Parties agree to negotiate in good faith the form of the Bill of Sale with a goal of having the final form of the Bill of Sale agreed upon during the District Feasibility Period and the City Feasibility Period (as each is defined below).

“Building Permit” means the building permit issued by the applicable Government Authority permitting the vertical construction of the New Library.

“City Closing Costs” has the meaning set forth in Section 11.3(b).

“City Council” means the city council of the City of Las Vegas.

“City Payment” means the sum of Three Million Two Hundred and Twenty Thousand Dollars (\$3,220,000.00).

“Close of Escrow” and/or “Closing” means the consummation of the transactions contemplated hereunder.

“Closing Date” has the meaning set forth in Section 12.1.

“Closing Statement” has the meaning set forth in Section 11.1

“Deed” means City’s Grant, Bargain and Sale Deed. The Parties agree to negotiate in good faith the form of the Deed with a goal of having the final form of the Deed agreed upon during the District Feasibility Period and the City Feasibility Period.

“District Closing Costs” has the meaning set forth in Section 11.2(b).

“Effective Date” has the meaning set forth in Section 15.

“Governmental Authority” or “Governmental Authorities” means (i) the United States of America, the State of Nevada, the City, Clark County, Nevada, 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 District or over, under or above the Development Site (or any portion thereof), and (ii) any public utility or private entity which will be accepting and/or approving any development on the Development Site.

“Groundlease Parcel” is defined in Recital B above.

“Holdover Term” has the meaning set forth in Section 8.1.

“Improvements Deed” means District’s quitclaim deed whereby District conveys the Improvements on the Groundlease Parcel to City. The Parties agree to negotiate in good faith the form of the Improvements Deed with a goal of having the final form of the Improvements Deed agreed upon during the District Feasibility Period and the City Feasibility Period.

“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).

“Library” is defined in Recital C above.

“Library Contracts” has the meaning set forth in Section 7.

“New Library” means that library to be constructed and operated by District the Development Site as generally described on Exhibit C.

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

“Preliminary Closing Statement” has the meaning set forth in Section 11.1.

“Reconveyance Deed” means the deed by which the District would reconvey the Development Site as created by the ROS to the City under Section 4.2(b) below. The Parties agree to negotiate in good faith the form of the Reconveyance Deed with a goal of having the final form of the Reconveyance Deed agreed upon during the District Feasibility Period and the City Feasibility Period.

“Recorder’s Office” means the Office of the County 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 District (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or handicapped parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions) and the Design Standards; (ii) any temporary or final certificates of completion and/or occupancy issued for the Development Parcel, as then in force; (iii) any and all provisions and requirements of any insurance policy required to be carried by District 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 recorded against the Development Parcel as of the Effective Date.

“ROS” has the meaning set forth in Section 1.3.

“Schedule of Performance” means the schedule of performance. The Parties agree to negotiate in good faith the form of the Schedule of Performance with a goal of having the final form of the Schedule of Performance agreed upon during the District Feasibility Period and the City Feasibility Period.

“Termination and Reversion Agreement” means an agreement to be entered into by the Parties at the Closing by which the termination of the Groundlease and the reversion and conveyance of the Library to City is memorialized. The Parties agree to negotiate in good faith the form of the Termination and Reversion Agreement with a goal of having the final form of the Termination and Reversion Agreement agreed upon during the District Feasibility Period and the City Feasibility Period.

“Unavoidable Delays” means delays or stoppages of work due to any of the following (provided that such delay is beyond a Party’s reasonable control): war, insurrection, civil commotion, strikes, labor disputes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions, litigation, unusually severe or abnormal weather conditions, a moratorium or any regulatory policy which impedes or precludes private development on the Development Site, unavailability or failure of utilities, acts of another party, acts or failure to act of any public or governmental agency or entity or a court order which causes a delay (unless resulting from disputes between or among the Party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging Party or Affiliates or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging Party. Any delay resulting from Hazardous Substances disclosed in environmental reports prepared on the Development Site prior to Close of Escrow shall not constitute Unavoidable Delay. Such Party shall use reasonable good faith efforts to notify the other Party not later than twenty (20) days after such Party knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay.

“Use Restriction” means a form of recordable use restriction requiring that use of the Development Site be limited to a public library which will be recorded against title to the Development Parcel at the Closing. The Parties agree to negotiate in good faith the form of the Use Restriction with a goal of having the final form of the Use Restriction agreed upon during the District Feasibility Period and the City Feasibility Period.

1.3 Creation of Development Site. City agrees that City shall take all steps necessary to process and record a record of survey by the Closing in compliance with all applicable Requirements combining APN 139-21-313-014, APN 139-21-313-028 and a portion of APN 139-21-313-019 as legally described on Exhibit B-2 into one legal parcel with a single APN (the “ROS”). Upon the recording of the ROS, the created parcel will constitute the Development Site for all purposes. The Parties will separately agree upon an initial legal description for the Development Site upon recordation of the ROS.

2. LIBRARY REVERSION AND CONVEYANCE OF DEVELOPMENT SITE.

2.1 General. The purpose of this Agreement is to provide an interlocal agreement by which City and District will, among other items, (i) terminate the Ground Lease and revert to City the District's improvements constituting the Library for a payment from the City to the District equal to the in the amount of the City Payment, (ii) City will convey the Development Site on which District will agree to construct the New Library, (iii) District's agreement that in the event it does not commence development of the New Library that it will repay the City Payment to City and reconvey to City the Development Site and (iv) to provide for the holdover use of the Library by District while the New Library is built.

The Parties agree in general, the transaction shall proceed as follows;

- (a) the ROS and Use Restriction will first be recorded in that order.
- (b) City shall deliver the Deed to be recorded with the Recorder's Office.
- (c) The Parties shall enter into the Termination and Reversion Agreement.
- (d) District shall deliver the Improvements Deed to be recorded with the Recorder's Office.
- (e) District shall deliver the Bill of Sale to City.
- (f) City shall make the City Payment to District.

2.2 Bill of Sale and Improvements Deed. The Parties agree to negotiate in good faith during forty-five (45) days after the Effective Date the items that will be included in the Improvements Deed and the Bill of Sale such as improvements, furniture, fixtures and equipment. The Parties also agree to negotiate in good faith during forty-five (45) days after the Effective Date those items that will not be included in the Improvements Deed and the Bill of Sale and which District will be permitted or required to remove upon expiration of the Holdover Term.

3. DEVELOPMENT OF NEW LIBRARY.

3.1 New Library. District will construct the New Library on the Development Site at its sole cost for the purpose of establishing a public library and associated parking, all of which shall be designed and constructed in conformance with the Requirements. District agrees to design, construct, and maintain the New Library in accordance with the Enterprise Park Covenants, Conditions and Restrictions. District agrees that it shall use the City Payment solely as a capital outlay to design and construct the development of the New Library and City shall not be required to contribute any funds, subsidies or support to the development of the New Library. Notwithstanding the foregoing, City shall work in good faith to identify funding sources for

required off-site improvements, including, but not limited to, traffic lights, crosswalks, and turn lanes relative to the Development Site, provided, however, any such funding shall be at City's discretion and subject to any required City administrative approvals.

District agrees that the development of the New Library shall be in compliance with the Schedule of Performance and in the event that District fails to comply with the Schedule of Performance, District shall be in a District Default of this Agreement.

Nothing in this Agreement shall affect the responsibility of District to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the New Library. District shall be responsible for the payment of all permit fees and any other fees in connection with the development and construction of the New Library.

This Section 3.1 shall survive the Close of Escrow and shall not merge into the City Deed, or any other instrument delivered at the Close of Escrow.

3.2 New Market Tax Credits. District acknowledges that City does not receive new market tax credit allocations and that Las Vegas Community Investment Corporation ("LVCIC"), which is an affiliate of City, is the entity that receives New Market Tax allocations. District acknowledges that LVCIC currently does not have any remaining New Market Tax Credit allocation. In the event LVCIC obtains in the future an allocation of New Market Tax Credits, City will work with District in applying to LVCIC for a grant of New Market Tax Credits for the development of the New Library. City cannot, however, commit or guaranty that LVCIC will in fact make such a grant to District. City will cooperate, at no expense to City, with District in applying for state or federal New Market Tax Credits or other third-party subsidies. This Section 3.2 shall survive the Close of Escrow and shall not merge into the City Deed, or any other instrument delivered at the Close of Escrow.

3.3 Use Restriction. District agrees that the use of the Development Site will be restricted to a public library. In connection therewith, at the Closing City will deliver and record the Use Restriction for recordation before the recordation of the Deed.

4. RETURN OF CITY PAYMENT AND RECONVEYANCE OF DEVELOPMENT SITE.

4.1 City Payment. In consideration of City's agreements hereunder, District agrees to hold the City Payment in Escrow separate from all District funds to be used in connection with development of the New Library and not applied to the development of the New Library until such time as the Building Permit for the New Library has been issued.

4.2 Refund of City Payment and Reconveyance of Development Site. District agrees and acknowledges that the City Payment and the conveyance of the Development Site to District have been made by City in reliance upon District's covenant and agreement (i) to construct the New Library and (ii) in the event the District does not commence vertical development of the New Library, it will refund to City the City Payment and reconvey to City the Development Site. In the event (i) District fails to proceed with the development of the New Library as set forth in the

Schedule of Performance, (ii) abandons the development of the New Library or (iii) the Building Permit is not issued within nine (9) months from the Effective Date, City shall have the right to take the following actions:

(a) Issue a demand in writing of repayment by District of the City Payment to City in immediately available funds pursuant to wire instructions provided by City. Such repayment shall be made within five (5) business days of City's written demand; and

(b) No later than thirty (30) days after written notice to District by City, District shall reconvey the Development Site as created by the ROS to City by delivery of the Reconveyance Deed properly dated, executed and acknowledged by District. The reconveyance shall be free and clear of any encumbrances, liens or other matters reasonably objectionable to City. All matters objectionable to City shall be removed by District at District's cost and expense. The Parties shall open an Escrow with Escrow Agent for the closing of the reconveyance and each Party shall provide and execute all necessary documents required for the recordation of the Reconveyance Deed. District agrees that the District's reconveyance obligation is of a nature and character that City may not have an adequate remedy at law in the event District does not comply. It is expressly agreed, therefore, that in addition to all other rights and remedies available to City in connection with District's failure to reconvey the Development Site, the reconveyance of the Development Site to City by District may be enforced by City by an action for specific performance and/or other equitable relief.

4.3 Restoration of Development Site. In the event the District has commenced any work on the Development Site and the Improvements Deed has recorded, District agrees to restore the Development Site at its cost and expense to its original condition. Such restoration shall be completed within 180 days after recordation of the Reconveyance Deed.

4.4 Groundlease Reinstatement. The Parties agree that in the event that City exercises its rights under Section 4.2, the Parties shall enter into an agreement reinstating the Ground Lease in its identical terms for the full current remaining term of the Groundlease; provided, however, that City's obligation to reinstate the Groundlease is contingent upon District complying with Section 4.2 and providing assurance to City that it will comply with Section 4.3.

4.5 Survival. This Section 4 shall survive the Close of Escrow and shall not merge into the City Deed, or any other instrument delivered at the Close of Escrow.

5. DISTRICT FEASIBILITY PERIOD.

(a) Commencing on the Effective Date and thereafter for a period of forty-45 (45) days ("District Feasibility Period"), District, and its respective employees, agents, representatives, architects, engineers, consultants and contractors (collectively, the "District Due Diligence Authorized Parties"), shall have the right, at all reasonable times and upon prior 48-hour notice given to the City (which may be telephonic or by email), to enter the Development Site conduct such investigations as District in its discretion may desire or authorize in order to evaluate the desirability of its developing the New Library. District acknowledges that City has provided to

District a Phase 1 ESA report covering the Development Site prepared by Atlas Co. dated January 11, 2022.

(b) (i) City and its authorized and designated agent(s) shall have the right to be present upon any entry of the Development Site by District any District Due Diligence Authorized Parties, (ii) District and its District Due Diligence Authorized Parties shall conduct their investigations in accordance with standards customarily employed in the industry and all Requirements, (iii) District shall pay in full for all materials, if any, supplied, used, joined, or affixed to the Development Site, and all persons who perform labor upon the Development 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 Development Site relating to investigations and shall, promptly remove any lien filed against the Development Site for work performed or materials delivered connection with the investigations, (iv) District promptly shall restore to the extent practicable any portion(s) of the Development Site disturbed by its investigations, and (v) if District undertakes any boring or other disturbance of the soils on the Development 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, District 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 District to install groundwater monitoring wells or excavate soils with earth moving equipment.

(c) District may elect, at any time prior to the expiration of the District Feasibility period, to terminate this Agreement as a result of District's disapproval of any matters related to the Development Site; provided, however, that if District fails to notify City and Escrow Agent of District's disapproval of any matters no later than the date of expiration of the District Feasibility period (as may be extended), the District will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is so terminated pursuant to the foregoing provisions, District 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).

District hereby agrees to indemnify, hold harmless and defend City, the City, and officers, employees and agents (individually and collectively, the "City Parties"), from and against any and all Liabilities incurred by any of the City Parties caused in whole or in part by District's investigations at the Development Site. This Section 5(d) shall survive the Close of Escrow and shall not merge into the City Deed, or any other instrument delivered at the Close of Escrow.

(d) District further acknowledges and agrees that District is relying entirely on District's own investigations and examinations as to any and all matters including, without limitation, the Title Commitment and/or the Development Site. District acknowledges and agrees that City 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 Development Site or any improvements thereon. District acknowledges that, except for the express representations, it is acquiring the Development Site on an “as-is” “where-is” and “with all faults” basis without any implied warranties, and upon consummating any such acquisition, District accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Development Site.

6. CITY FEASIBILITY PERIOD.

(a) Commencing on the Effective Date and thereafter for a period of forty-45 (45) days (“City Feasibility Period”), City, and its respective employees, agents, representatives, architects, engineers, consultants and contractors (collectively, the “City Due Diligence Authorized Parties”), shall have the right, at all reasonable times and upon prior 48-hour notice given to the District (which may be telephonic or by email), to enter the Library to conduct such investigations as City in its discretion may desire or authorize in order to evaluate the desirability of acquiring the Library.

(b) (i) District and its authorized and designated agent(s) shall have the right to be present upon any entry of the Library by City or any City Due Diligence Authorized Parties, (ii) City and its City Due Diligence Authorized Parties shall conduct their investigations in accordance with standards customarily employed in the industry and all Requirements, (iii) City shall pay in full for all materials, if any, supplied, used, joined, or affixed to the Library, and all persons who perform labor upon the Library, 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 Library relating to investigations and shall, promptly remove any lien filed against the Library for work performed or materials delivered connection with the investigations, (iv) City promptly shall restore to the extent practicable any portion(s) of the Library disturbed by its investigations, and (v) if City undertakes any boring or other disturbance of the soils on the Library, 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, City 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 City to install groundwater monitoring wells or excavate soils with earth moving equipment.

(c) City may elect, at any time prior to the expiration of the City Feasibility period, to terminate this Agreement as a result of City’s disapproval of any matters related to the Library; provided, however, that if City fails to notify District and Escrow Agent of City’s disapproval of any matters no later than the date of expiration of the City Feasibility period (as may be extended), City 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 6(c), City 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 the Closing).

(d) City hereby agrees to indemnify, hold harmless and defend District, and officers, employees and agents (individually and collectively, the “District Parties”), from and against any and all Liabilities incurred by any of the District Parties caused in whole or in part by City’s investigations of the Library. This Section 6(d) shall survive the Close of Escrow and shall not merge into the City Deed, or any other instrument delivered at the Close of Escrow.

(e) City further acknowledges and agrees that City is relying entirely on City’s own investigations and examinations as to any and all matters including, without limitation, the Title Commitment and/or the Library. City acknowledges and agrees that District 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 Library or any improvements thereon. City acknowledges that, except for the express representations, the reversion of the Library hereunder is on an “as-is” “where-is” and “with all faults” basis without any implied warranties, and upon consummating any such purchase, City accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Library.

7. LIBRARY CONTRACTS; LITIGATION.

7.1 Contracts. During the fifteen (15) day period following the Effective Date, the District will disclose the material agreements relating to the maintenance and operation of the physical plant of the Library (the “Library Contracts”) and District shall provide City complete copies of the disclosed material Library Contracts. To the extent that any Library Contracts are renewed or replaced or otherwise modified or District enters into additional agreements relating to the Library, District shall provide an updated list of the Library Contracts along with copies thereof to City.

7.2 District Liabilities. During the fifteen (15) day period following the Effective Date, the District shall provide City with is a list of all existing or threatened litigation or other legal proceedings directly or indirectly involving the Library. District hereby agrees to indemnify, hold harmless and defend the City Parties, from and against any and all Liabilities incurred by any of the City Parties relating to the Library which relate in any manner to the period of time during both the District’s ownership and operation of the Library or to District’s operation of the Library during the Holdover Term. This Section 7.2 shall survive the Close of Escrow and shall not merge into the Deed, or any other instrument delivered at the Close of Escrow.

7.3 City Liabilities. City hereby agrees to indemnify, hold harmless and defend the District Parties, from and against any and all Liabilities incurred by any of the District Parties relating to the Development Site which relate in any manner to the period of time prior to the Close of Escrow. This Section 7.3 shall survive the Close of Escrow and shall not merge into the City Deed, or any other instrument delivered at the Close of Escrow.

8. HOLDOVER AGREEMENT; THEATER USE.

8.1. Holdover Term. City and District agree that District will be permitted to continue to occupy and operate the Library after the Closing during the period of development of the New Library ("Holdover Term"). The Holdover Term shall commence on the date of the Closing and shall continue to and automatically expire on thirty (30) days after the date of the issuance of a certificate of occupancy for the New Library permitting District to move into the New Library.

8.2 Holdover Terms and Conditions. City and District agree that the Holdover Term shall be on the following terms:

(a) District shall pay City as holdover rent the sum of Ten Dollars (\$10.00) for the entire Holdover Term payable at the Closing.

(b) District will remain responsible during the Holdover Term, at its cost and expense, for all maintenance and repair of the Library. The District shall, at all times during the Holdover Term and at its own cost and expense, repair and maintain, in a good, safe and substantial operating condition and in a manner satisfactory to the City, all of the improvements and operating systems of the Library. District agrees that upon expiration of the Holdover Term that District will turn possession to City of the Library in good condition and repair with all operating systems in working order.

(c) District agrees to operate the theater in the Library during the Holdover Term at the same level as currently operated by District.

(d) In the event that District fails to repair or maintain the exterior of the Library promptly, or within fifteen (15) calendar days after written notice from the City so to do, the City may, at its option, make any repair or maintenance deemed necessary by the City, and the District shall repay the costs thereof to the City on demand.

(e) District agrees to indemnify and save the City, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any Person, or of injury or damage to or destruction or loss of any property, which may arise as a result of the use or occupancy of the Library by District or by its officers, agents, employees, contractors or invitees.

(f) District shall, at its sole cost and expense, obtain and thereafter, at all times during the Holdover Term, maintain bodily injury liability insurance covering the Library and any and all improvements thereon in the amount One Million Dollars (\$1,000,000) per occurrence and \$2,000,000 in the aggregate, covering any injury or damage to Person or property from the use of the Library during the Holdover Term. District shall submit to the City a certificate of insurance which evidences the above-required coverages and names the City as an additional insured party. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies has been written for

the City and the District. The insurance coverages shall be with an insurance carrier which is licensed to do business within the State of Nevada, and which is acceptable to the City. All policies of insurance, or certificates of insurance which evidence the insurance coverages required hereby, shall contain a provision that the same shall not be cancelled or modified in any material effect unless and until ninety (90) days written notice of such cancellation or modification has been provided to the City.

(g) The Parties agree that no later than sixty (60) days prior to the projected issuance of the certificate of occupancy for the New Library to meet to determine which Library Contracts that City will assume, if assumable, and which Library Contracts City will require to be terminated by District. District and City will determine at that time what prorations will be required between the Parties in connection with the Library Contracts. All such prorations shall be paid prior to the expiration of the Holdover Term. In addition, the Parties shall conduct a walk-through inspection of the Library in order to determine whether the Library is in the condition required by Section 8.2(b).

(h) District agrees that it shall not make any alterations, additions or improvements to the Library without the written consent of City which may be withheld at City's sole discretion.

8.3 Theater Use. City agrees that District will have the right to continue to use the Theater at its cost and expense after expiration of the Holdover Period in the Library for up to a minimum of four (4) times annually for a period of three (3) years. District agrees that City will have the right to terminate District's right to use the Theater at any time that City has an alternate use of the theater or the building which will require cessation of the use of the theater. District will coordinate the use of the theater with City as required by the City.

8.4 Survival. This Section 8 shall survive the Close of Escrow and shall not merge into the City Deed, or any other instrument delivered at the Close of Escrow.

9. TITLE REVIEW.

9.1 Title Commitment. Within three (3) business days of the Effective Date, District shall order from Escrow Agent a title commitment (the "Title Commitment") for the issuance of a ALTA Extended Owner's Policy, with such ALTA extended coverage as requested by District, covering the Development Site in an amount equal to be determined by District, 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 Development Site. The Title Commitment must show City to be owner of good and indefeasible fee simple title to the Development Site and may contain the "standard printed exceptions." By thirty (30) days after delivery of the Title Commitment and Title Instruments to District, District shall have the opportunity to review the Title Commitment and Title Instruments and to object in writing to any matter contained therein (the "Title Review Period"). District need not object to any consensual monetary liens and encumbrances, e.g., deed of trust, security agreement, financing statement, and City shall eliminate all such consensual monetary liens and encumbrances at or prior to the Closing. If District notifies City of any objections, City may elect to either cure the

item(s) to which District objects or notify District that City is unwilling to cure the objectionable item(s). If City elects to cure the objectionable item, City shall, on or before one (1) day prior to the expiration of the District Feasibility Period, eliminate or modify such objectionable item(s) to the reasonable satisfaction of District (the “City Cure Period”). If City fails to notify District of City’s election, elects not to cure, has not cured or is unable to cure objections of District within the City Cure Period, District may, at its option, and as District’s sole remedy, terminate this Agreement by written notice to City and Escrow Agent at any time prior to the expiration of the Feasibility Period. Any exceptions accepted by District, not timely objected to during the Title Review Period, or any uncured objections that District waives or accepts at the Closing shall be hereafter collectively referred to as “Permitted Encumbrances”. Possession of the Development Site shall be delivered at the Closing free and clear of all parties in possession and other encumbrances other than the Permitted Encumbrances.

9.2 District Title Policy. Concurrently with recordation of the Deed, and as a condition of Closing, Escrow Agent and any required co-insurer shall provide and deliver to District a title insurance policy in the amount designated by District issued by Escrow Agent insuring that title to the Development Site is vested District in and/or its assignee in the condition required by Section 9.1 of (the “Title Policy”). The amount of the Title Policy shall not exceed the appraised value of the Development Site.

9.3 City Title Review.

Within three (3) business days of the Effective Date, City shall order from Escrow Agent a title commitment (the “City Title Commitment”) for the issuance of a ALTA Extended Owner’s Policy, with such ALTA extended coverage covering the Library in an amount equal to the City Payment, issued by the Escrow Agent together with copies of all 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 Library. The City Title Commitment may contain the “standard printed exceptions.” By thirty (30) days after delivery of the City Title Commitment and Title Instruments to City, City shall have the opportunity to review the Title City Commitment and Title Instruments and to object in writing to any matter contained therein (the “City Title Review Period”). City need not object to any consensual monetary liens and encumbrances, e.g., deed of trust, security agreement, financing statement, and District shall eliminate all such consensual monetary liens and encumbrances at or prior to the Closing. If City notifies District of any objections, District may elect to either cure the item(s) to which City objects or notify City that District is unwilling to cure the objectionable item(s). If District elects to cure the objectionable item, District shall, on or before one (1) day prior to the expiration of the City Feasibility Period, eliminate or modify such objectionable item(s) to the reasonable satisfaction of City (the “District Cure Period”). If District fails to notify City of District’s election, elects not to cure, has not cured or is unable to cure objections of City within the District Cure Period, City may, at its option, and as City’s sole remedy, terminate this Agreement by written notice to District and Escrow Agent at any time prior to the expiration of the City Feasibility Period. Any exceptions accepted by City, not timely objected to during the City Title Review Period, or any uncured objections that City waives or accepts at the Closing shall be hereafter collectively referred to as “City Permitted Encumbrances”. Possession of the

Library shall be delivered at the Closing free and clear of all matters other than the City Permitted Encumbrances.

10. GENERAL REPRESENTATIONS AND WARRANTIES.

10.1 City Representations. City represents and warrants that as of the date hereof and as of the date of the Close of Escrow:

(a) City has all requisite power and authority to enter into and perform its obligations under this Agreement, the Deed, the ROS, the Termination and Reversion Agreement, the Bill of Sale, the Use Restriction and to make the City Payment.

(b) By proper action of City, City's signatories have been duly authorized to execute and deliver this Agreement, the Deed, the ROS, the Termination and Reversion Agreement, the Bill of Sale, the Use Restriction and the City Payment.

(c) Neither the execution or making of this Agreement, the Deed, the ROS, the Termination and Reversion Agreement, the Bill of Sale, the Use Restriction and the City Payment will violate any provision of any other agreement to which City is a party.

(d) Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by City are necessary in connection with the execution of this Agreement, the Deed, the ROS, the Termination and Reversion Agreement, the Bill of Sale, the Use Restriction and the City Payment or with the performance by City of its obligations hereunder or under any of the other attached exhibits.

(e) There are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or the ROW or against City which would inhibit City's ability to perform its obligations under this Agreement, the Deed, the ROS, the Termination and Reversion Agreement, the Bill of Sale, the Use Restriction and the City Payment.

(f) There are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Development Site.

(g) The execution, delivery and performance of this Agreement, the Deed, the ROS, the Termination and Reversion Agreement, the Bill of Sale, the Use Restriction and the City Payment will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to City or the Development Site; or (ii) result in any lien, charge or encumbrance of any nature on the Development Site other than as permitted by this Agreement.

(h) City 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. City 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.

10.2 District's Representations. District represents and warrants to City that as of the date hereof and as of the date of the Close of Escrow:

(a) District has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement, the Improvements Deed, the Termination and Reversion Agreement, the Bill of Sale and the Use Restriction.

(b) By proper action of District, District's signatories have been duly authorized to execute and deliver this Agreement, the Improvements Deed, the Termination and Reversion Agreement, the Improvements Deed, Bill of Sale and the Use Restriction.

(c) The execution of this Agreement, the Improvements Deed, the Termination and Reversion Agreement, the Bill of Sale and the Use Restriction by District does not violate any provision of any other agreement to which District is a party.

(d) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by District are necessary in connection with the execution of this Agreement by District or with the performance by District of its obligations hereunder.

(e) To District's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against District which would inhibit District's ability to perform its obligations under this Agreement, the Improvements Deed, the Termination and Reversion Agreement, the Bill of Sale and the Use Restriction.

(g) District 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. District 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.

10.3 Survival. Each Party's respective representations and warranties in this Section 10 shall survive the Close of Escrow for a period of two (2) years after the Close of Escrow.

11. ESCROW AND CLOSING.

11.1 Escrow and Escrow Instructions. City and District agree to open an escrow account ("*Escrow*") with First American Title Insurance Company ("*Escrow Agent*"), within three (3) business days after both Parties have fully executed this Agreement. Escrow Agent shall use as its local agent, Kristin Ravelo, National Commercial Escrow Officer, 8311 W. Sunset Road,

Suite 100, Las Vegas, NV 89113. This Agreement constitutes the joint escrow instructions of City and District, and a fully executed copy of this Agreement shall be delivered to Escrow Agent upon the opening of Escrow. City and District 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 11 in writing, delivered to City and to District after the opening of the Escrow, shall carry out its duties as Escrow Agent hereunder. Not less than three (3) business days prior to the Closing Date, Escrow Agent shall deliver to each of the Parties for its review and approval a preliminary closing statement (the "Preliminary Closing Statement"), setting forth the closing expenses allocable to each of the Parties pursuant to this Agreement. Based on each of the Party's reasonable comments, if any, regarding the Preliminary Closing Statement, Escrow Agent shall revise the Preliminary Closing Statement and each of the Parties shall, subject to its reasonable approval, deliver a final closing statement to Escrow Agent (the "Closing Statement").

11.2 District's Escrow Deposits and Closing Costs.

(a) Except as otherwise provided below, not later than two business days prior to Closing, District shall deposit and deliver to Escrow Agent the following items:

(i) two (2) original copies, duly executed and acknowledged by District of the Termination and Reversion Agreement;

(ii) two (2) original copies, duly executed and acknowledged by District, of the Use Restriction;

(iii) one duly executed and acknowledged Bill of Sale by District;

(iv) one original of the Improvements Deed duly executed and acknowledged by District;

(v) one (1) original of the Closing Statement, duly executed by District; and

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

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

(b) District shall be charged with the following fees, charges and costs after Escrow Agent has notified District of the amount of such fees, charges and costs (collectively, "District Closing Costs"):

(i) [omitted]

(ii) any prorations due from District pursuant to Section 11.7;

(iii) one-half (1/2) all of the premium and costs for the Title Policy and for any special endorsements;

(iv) one-half (1/2) of all of the state, county and/or City documentary transfer tax, if any;

(v) one-half (1/2) of all fees of Escrow Agent; and

(vi) one-half (1/2) of the recording costs for the Deed;

11.3 City's Escrow Deposits.

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

(i) the Deed, duly executed and acknowledged by City;

(ii) the ROS in recordable form;

(iii) the City Payment in immediately available funds;

(iv) one original counterpart of the State of Nevada Declaration of Value associated with the Deed, duly executed by City;

(v) two (2) original copies, duly executed and acknowledged by City of the Termination and Reversion Agreement;

(vi) two (2) original copies, duly executed and acknowledged by City, of the Use Restriction;

(vii) a non-foreign transferor certificate in customary form duly executed by City;

(viii) City's certificate that all of City's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date;

(ix) an owner's affidavit sufficient to remove any standard printed exceptions from the Title Policy;

(x) one (1) original of the Closing Statement, duly executed by City; and

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

(b) City shall be charged with the following fees, charges and costs after Escrow Agent has notified City of the amount of such fees, charges and costs, which shall be deposited by City no later than two (2) business days prior to the Close of Escrow (collectively, "City Closing Costs"):

- (i) [omitted];
- (ii) any prorations due from City pursuant to Section 11.7;
- (iii) one-half (1/2) all of the premium and costs for the Title Policy and for any special endorsements;
- (iv) one-half (1/2) of all of the state, county and/or City documentary transfer tax, if any;
- (v) one-half (1/2) of all fees of Escrow Agent; and
- (vi) one-half (1/2) of the recording costs for the Deed.

11.4 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.

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

- (a) In the following order, record the Deed together with the associated State of Nevada Declaration of Value, the ROS and the Use Restriction;
- (b) Deliver to District by wire transfer or intrabank transfer funds in an amount equal to the City Payment minus the District's Closing Costs;
- (c) Deliver to District the Title Policy; and
- (d) Prepare and submit to the Internal Revenue Service the information return and statement concerning the Close 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).

11.6 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 City: (i) a copy of the Deed and Declaration of Value as recorded; (ii) an original of the recorded Use Restriction; (iii) the original of the recorded Improvements Deed, (iv) fully executed counterparts of the Termination and Reversion Agreement; (v) the Bill of Sale and (vi) the original of District's certificate as to its representations and warranties; and

(b) to District: (i) the original of the Deed, Declaration of Value and ROS as recorded; (ii) a copy of the recorded Use Restriction, (iii) fully executed counterparts of the Termination and Reversion Agreement, (iv) the original of the Non-Foreign Transferor Declaration; and (v) the original of City's certificate as to its representations and warranties.

11.7 Prorations. Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses of the Library with respect to the period prior to the Close of Escrow and during the Holdover Term shall be for the account of District, and all revenues, income and expenses of the with respect to the Library for period after the Holdover Term shall be for the account of District. Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses of the Development Site with respect to the period prior to the Close of Escrow shall be for the account of City, and all revenues, income and expenses of the with respect to the Development Site for period after the Close of Escrow shall be for the account of District. 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 City or District shall promptly pay to the other the sum determined pursuant to such subsequent allocation.

11.8 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 or wire transfer 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 District under this Agreement shall be for the benefit of District and applied to the Purchase Price.

11.9 Escrow Cancellation. If Escrow is not in a condition to close on the Closing Date, the Party who shall have fully performed the acts to be performed 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 at the address set forth herein. If any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all money, papers and documents until instructed in writing by both City and District 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 11.9 shall be construed to impair or affect the rights or obligations of City or District to the respective rights and remedies granted to them pursuant to Section 0 below.

12. CONDITIONS TO CLOSE OF ESCROW.

12.1 Closing Date and Conditions to District's Obligation to Close. Subject to the terms of this Agreement, the Closing shall occur no later than sixty (60) days after the Effective Date ("Closing Date"). Notwithstanding any other provision of this Agreement, District's obligation to proceed with the Close of Escrow is subject to the fulfillment or waiver by District of each of the conditions precedent described below, which are solely for the benefit of District, and which shall be fulfilled or waived by District at its sole discretion prior to the Close of Escrow:

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

(b) City has obtained all required approvals to record the ROS at Close of Escrow;

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

(d) City's representations and warranties set forth in this Agreement are true and correct in all material respects as of the Closing.

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

(a) District shall not be in violation of any of its material obligations under this Agreement, including, without limitation, (i) District having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by District as required herein and (ii) District being in full compliance with the Schedule of Performance in all respects in connection with all matters to be completed prior to Closing;

(b) City has obtained all required approvals to record the ROS at Close of Escrow; and

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

12.3 Failure of Condition.

(a) In the event the condition to District's obligation to the Close of Escrow set forth in Sections 10.1(b) above is not satisfied by the Closing Date, District may terminate this Agreement by written notice to City and Escrow Agent. Upon such termination, City shall pay to Escrow Agent an amount equal to the cost of the cancellation of Escrow and neither Party will have any further rights or obligations under this Agreement (except for any obligation intended to survive Close of Escrow).

(b) In the event the condition to City's obligation to the Close of Escrow set forth in Sections 12.2(b) above is not satisfied by the Closing Date, City may terminate this Agreement by written notice to District and Escrow Agent. Upon such termination, District shall pay to Escrow Agent an amount equal to the cost of the cancellation of Escrow and neither Party will have any further rights or obligations under this Agreement (except for any obligation intended to survive Close of Escrow).

13. DEFAULT AND REMEDIES

13.1 District Event of Default. The occurrence of any of the following prior to the Close of Escrow past the applicable notice and cure period, shall be a District event of default hereunder (each, a “District Default”):

(a) The failure by District to timely deliver the deposits as required by Section 11.2, unless such failure is as a result of the failure to be satisfied of one or more of District’s conditions precedent to the Close of Escrow set forth in Section 12.1 above;

(b) The filing of a petition or the institution of proceedings of, by, or against District 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 District’s making a general assignment for the benefit of its creditors or the entering by District into any compromise or arrangement with its creditors generally; or District’s becoming insolvent in the sense that District is unable to pay its debts as they mature or in the sense that District’s debts exceed the fair market value of District’s assets;

(c) Except for defaults pursuant to Section 13.1(a), the failure of District 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 District within the relevant cure period set forth below. District shall cure any monetary Default within five (5) business days after receipt of written notice from City. District shall cure any nonmonetary Default within fifteen (15) business days after receipt of written notice from City; 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 District 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 District’s representations and warranties set forth in Section 10.2 to be untrue in any material way as of the Closing Date.

13.2 City’s Remedy. If District fails to Close Escrow due to a District Default not otherwise due to the fault of City, then City may by written notice to District terminate this Agreement. Upon such termination District shall have no further rights under this Agreement and shall pay an amount equal to the cost of the cancellation of Escrow.

13.3 City’s Event of Default. The occurrence of any of the following prior to the Close of Escrow past the applicable notice and cure period, shall be a City event of default hereunder (each, a “*City Default*”):

(a) The failure by City to timely deliver the deposits as required by Section 11.3, unless such failure is as a result of the failure to be satisfied of one or more of District’s conditions precedent to the Close of Escrow set forth in Section 12.2; or

(b) Except for defaults pursuant to Section 13.3(a), the failure of City 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 City within the relevant cure period set forth below. City shall cure any monetary City Default within five (5) business days after receipt of written notice from District. City shall cure any nonmonetary City Default within fifteen (15) business days after receipt of written notice from District; provided, however, that in the event that such nonmonetary City Default is of a nature that it cannot be cured within such fifteen (15) business day period, then City shall commence to cure such failure within such fifteen (15) business day period and shall diligently prosecute such cure to its completions.

13.4 District's Remedies. In the event of a City Default prior to the Close of Escrow, District's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such City Default; or

(b) to terminate this Agreement and on such termination, City shall have no liability or obligation hereunder in which case City shall have no liability whatsoever to District, including, without limitation, any liability for District's costs and expenses incurred in connection with its undertakings under this Agreement or in any other way in connection with the New Library. Upon such termination, City shall be responsible for the cost of any Escrow cancellation fee; or

(c) to demand specific performance of City's obligations under this Agreement.

14. MISCELLANEOUS PROVISIONS

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

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

14.3 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.

14.4 Non-Liability of City Officials and Employees. No official or employee of City shall be personally liable to District for any City Default or breach by City, for any amount which may become due to District or for any obligation of City under the terms of this Agreement.

14.5 Non-Liability of District Officials and Employees. No official or employee of District shall be personally liable to City for any District Default or breach by District,

for any amount which may become due to City or for any obligation of District under the terms of this Agreement.

14.6 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; upon receipt or refusal if sent by personal delivery; or upon confirmation of receipt if sent by or facsimile transmission or e-mail electronic submission, in each case to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to City: City Parkway V, Inc.
 c/o Office of Economic and Urban Development
 495 S. Main Street, 6th Floor
 Las Vegas, NV 89101
 Phone: (702) 229-6551
 Fax: (702) 385-3128
 Email: rysmith@lasvegasnevada.gov
 Attn: Ryan Smith, Director

And: City Attorney Office
 City Hall, Sixth Floor
 495 S. Main Street
 Las Vegas, NV 89101
 Phone: (702) 229-6629
 Fax: (702) 368-1749
 Email: jridilla@lasvegasnevada.gov

To District: Las Vegas-Clark County Library District
 Office of the Executive Director
 7060 W. Windmill Lane
 Las Vegas, Nevada 89113
 (702) 507- 6186
 Fax: (702) 507- 6187

Copy To: Las Vegas-Clark County Library District
 General Services Director
 7060 W. Windmill Lane
 Las Vegas, Nevada 89113
 (702) 507- 6200
 Fax: (702) 507- 6210

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

14.8 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 the exhibits described in the schedule set forth below all of which are incorporated herein by reference, and 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 City and District. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City and District 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.

14.9 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.

14.10 Governing Law; Jurisdiction; Waiver of Jury Trial. Any controversy, claim, or dispute arising out of or related to this Agreement or the interpretation, performance, or breach hereof (a "Dispute"), shall be resolved in accordance with this Section.

(a) Governing Law. This Agreement and all Disputes between the Parties under or related to this Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of laws principles thereof.

(b) Jurisdiction. Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any Nevada state court, or federal court of the United States of America, sitting in Clark County, Nevada, and any appellate court from any thereof, for resolution of any Dispute and for recognition or enforcement of any judgment relating to such Dispute, and each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such action or proceeding except in such courts; (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such Nevada state court or, to the extent permitted by applicable law, in such federal court; (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such Nevada state or federal court; and (d) waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Nevada state or federal court. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each Party irrevocably consents to service of process in the manner provided for notices in Section. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by law.

(c) WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS; (b) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (c) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (d) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

14.11 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.

14.12 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.

14.13 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. Nothing herein is intended to create any rights vested in the general public or to otherwise benefit the general public.

14.14 Days. All references to “days” in this Agreement are to consecutive calendar days unless business days are specified. The term “business days” refers means a day when the City is normally open for public access, occurring on Mondays through Thursdays, unless the City is not open for the celebration or observance of holidays or is otherwise declared not open to the public by the City Manager of the City. If a time for performance hereunder falls on a day other than a business day, the time for performance shall be extended to the following business day.

14.15 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.

14.16 Approvals; Extensions of Time. The City Manager shall have the authority to grant time extensions under this Agreement and other agreements related hereto, provided, however, that it shall be at the City Manager’s sole and absolute discretion as to whether

to grant any time extension and/or to submit any requests for time extensions to City Council for approval.

14.17 Attorneys' Fees. The prevailing Party may recover its reasonable attorney fees in any lawsuit arising out of the breach of this Agreement

15. TIME FOR APPROVAL OF AGREEMENT BY CITY AND DISTRICT. This Agreement was approved on _____, 2022 by the City Council and on _____, 2022 by the Board of Trustees of the District. The effective date of this Agreement shall be the date of the later of the District's or the City's approval of this Agreement as indicated on the signature page below (the "Effective Date").

REST OF PAGE LEFT BLANK

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

CITY

CITY OF LAS VEGAS , a Nevada
municipal corporation

DISTRICT

The Las Vegas-Clark County Library District, a
Nevada political subdivision

By: _____

Name: Carolyn G. Goodman

Title: Mayor

Attest:

By: _____

Kelvin Watson

Executive Director

Attest:

LuAnn D. Holmes City Clerk

Effective Date: _____, 2022

APPROVED AS TO FORM:

Michael Niarchos 6/30/22

Date

Effective Date: _____, 2022

APPROVED AS TO FORM:

Date

RESOLUTION NO. R-XX-2022

CC Meeting 08/03/2022

CC Item# _____

EXHIBITS

EXHIBIT A	GROUNDLEASE PARCEL LEGAL DESCRIPTION
EXHIBIT B-1	SITE PLAN OF DEVELOPMENT SITE
EXHIBIT B-2	DEVELOPMENT SITE LEGAL DESCRIPTION
EXHIBIT C	NEW LIBRARY DESCRIPTION

EXHIBIT A
GROUNDLEASE PARCEL LEGAL DESCRIPTION

No. 87-05-11

**CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY
LEGAL DESCRIPTION**

Tax Parcel No. 1-68-12 Document No. 272815(1962)
284660(1962)

Vesting CITY OF LAS VEGAS, a municipal corporation

Section SE 1/4, Sec. 21, T.20S., R.61E., M.D.M.

Street/Subdivision Doolittle Library Site

Requested adp Written mw Checked bb Proofread jlv, msh
5-20-87 5-22-87

That portion of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

COMMENCING at the Northeast corner of the Southeast Quarter (SE 1/4) of said Section 21; thence along the North line of said Southeast Quarter (SE 1/4), North 89°32'33" West a distance of 588.56 feet; thence South 00°26'18" West a distance of 50.00 feet to the TRUE POINT OF BEGINNING, being a point in the South line of the North 50.00 feet of said Southeast Quarter (SE 1/4); thence continuing South 00°26'18" West a distance of 193.13 feet; thence South 89°25'06" East a distance of 63.03 feet; thence South 00°25'33" West a distance of 80.09 feet; thence North 89°33'16" West a distance of 63.05 feet; thence North 00°26'41" East a distance of 30.33 feet; thence North 89°19'17" West a distance of 285.53 feet; thence North 00°02'49" East a distance of 87.67 feet; thence South 89°43'16" West a distance of 80.01 feet; thence North 00°01'23" West a distance of 155.31 feet to the South line of said North 50.00 feet; thence along the South line of said North 50.00 feet, South 89°32'33" East a distance of 367.39 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A"

A.P.N. 139-21-703-001 & 004 (010-680-035 & 036)

CULTURAL ARTS CENTER DOOLITTLE PARK AUG 93

That portion of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

COMMENCING at the Northeast corner of the Southeast Quarter (SE 1/4) of said Section 21; thence along the North line of said Southeast Quarter (SE 1/4), North 89°32'33" West a distance of 594.40 feet; thence South 00°40'22" West a distance of 50.00 feet to the TRUE POINT OF BEGINNING on the South line of the North 50.00 feet of said Southeast Quarter (SE 1/4); thence along the South line of said North 50.00 feet, South 89°32'33" East a distance of 6.04 feet; thence South 00°26'18" West a distance of 193.13 feet; thence South 89°25'06" East a distance of 63.03 feet; thence South 00°25'33" West a distance of 81.41 feet; thence North 89°11'56" West a distance of 120.76 feet; thence North 00°48'04" East a distance of 21.00 feet; thence North 89°11'56" West a distance of 93.48 feet; thence North 00°54'31" West a distance of 67.72 feet; thence South 89°11'56" East a distance of 85.19 feet; thence North 45°48'04" East a distance of 85.60 feet; thence North 00°40'22" East a distance of 125.05 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 19,641 square feet or 0.451 acres, more or less.

OWNER'S INITIALS

A handwritten signature, possibly "JG", written in ink over a horizontal line.

EXHIBIT "B"

A.P.N. 139-21-703-001 & 004 (010-680-035 & 036)

DOOLITTLE LIBRARY SITE AUG 93

That portion of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

COMMENCING at the Northeast corner of the Southeast Quarter (SE 1/4) of said Section 21; thence along the North line of said Southeast Quarter (SE 1/4), North 89°32'33" West a distance of 594.40 feet; thence South 00°40'22" West a distance of 50.00 feet to the TRUE POINT OF BEGINNING on the South line of the North 50.00 feet of said Southeast Quarter (SE 1/4); thence continuing South 00°40'22" West a distance of 125.05 feet; thence South 45°48'04" West a distance of 85.60 feet; thence North 89°11'56" West a distance of 85.19 feet; thence South 00°54'31" East a distance of 67.72 feet; thence South 89°11'56" East a distance of 93.48 feet; thence South 00°48'04" West a distance of 21.00 feet; thence South 89°11'56" East a distance of 120.76 feet; thence South 00°25'33" West a distance of 24.01 feet; thence North 89°19'17" West a distance of 213.04 feet; thence South 51°02'02" West a distance of 42.79 feet; thence North 89°19'17" West a distance of 126.50 feet; thence North 00°48'04" East a distance of 170.00 feet; thence South 89°43'16" West a distance of 57.67 feet; thence North 00°01'23" West a distance of 155.31 feet to the South line of the North 50.00 feet of said Southeast Quarter (SE 1/4); thence along the South line of said North 50.00 feet, South 89°32'33" East a distance of 361.35 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 91,879 square feet or 2.109 acres, more or less.

OWNER'S INITIALS _____

EXHIBIT "A"

A.P.N. 010-680-035 & 036

LIBRARY SITE ADDITION DOOLITTLE PARK

That portion of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

COMMENCING at the Northeast corner of the Southeast Quarter (SE 1/4) of said Section 21; thence along the North line of said Southeast Quarter (SE 1/4), North 89°32'33" West a distance of 588.56 feet; thence South 00°26'18" West a distance of 243.13 feet; thence South 89°25'06" East a distance of 63.03 feet; thence South 00°25'33" West a distance of 80.09 feet to the TRUE POINT OF BEGINNING; thence continuing South 00°25'33" West a distance of 25.33 feet; thence North 89°19'17" West a distance of 213.04 feet; thence South 51°02'02" West a distance of 42.79 feet; thence North 89°19'17" West a distance of 126.50 feet; thence North 00°48'04" East a distance of 170.00 feet; thence North 89°43'16" East a distance of 22.34 feet; thence South 00°02'49" West a distance of 87.67 feet; thence South 89°19'17" East a distance of 285.53 feet; thence South 00°26'41" West a distance of 30.33 feet; thence South 89°33'16" East a distance of 63.05 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 24,628 square feet or 0.565 acres, more or less.

OWNER'S INITIALS

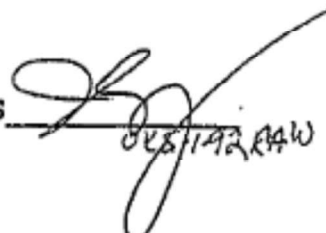
A handwritten signature, possibly "J. B. ...", is written over the line for owner's initials. Below the signature, the date "08/19/2014" is handwritten.

EXHIBIT B-1

SITE PLAN OF DEVELOPMENT SITE

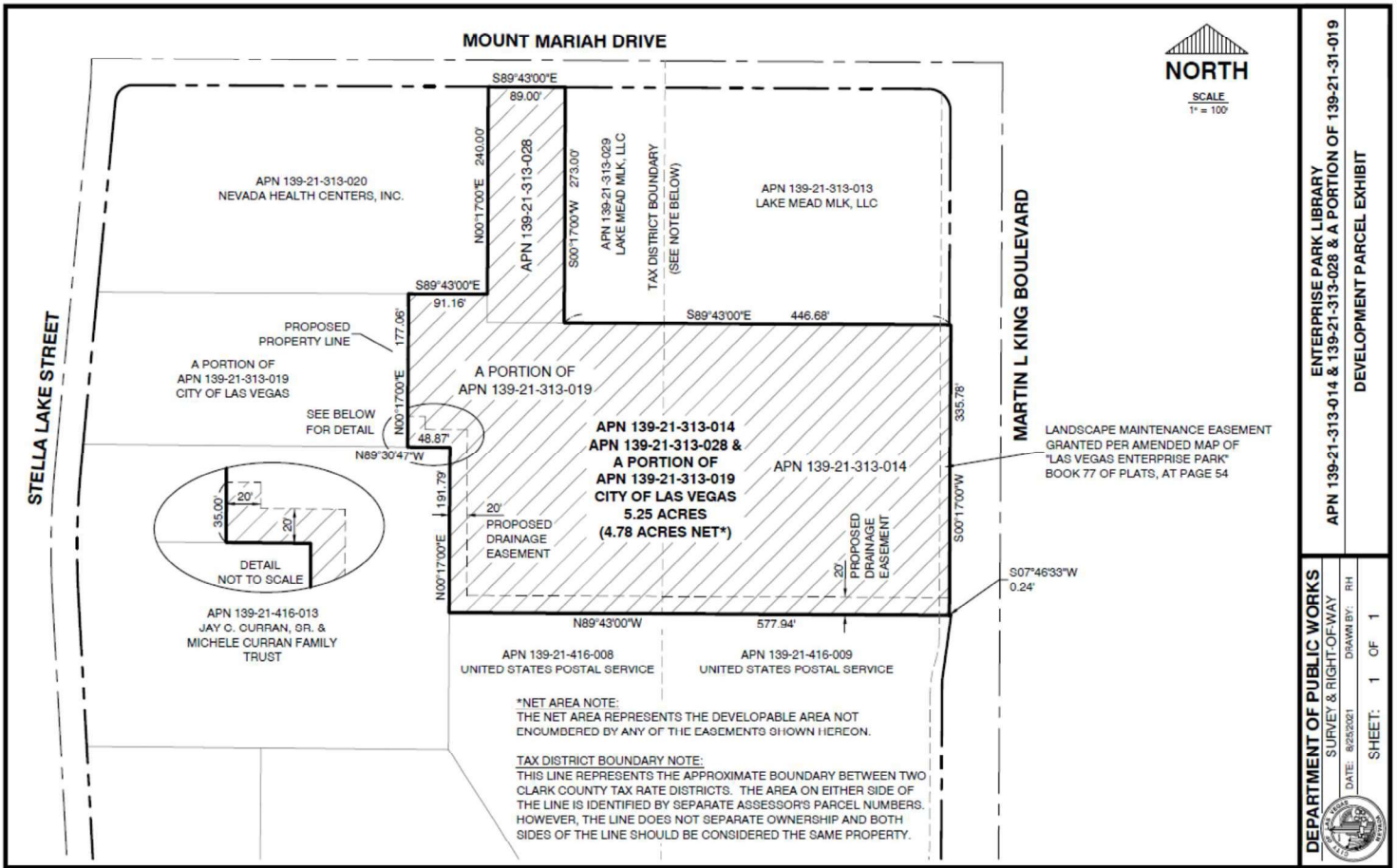


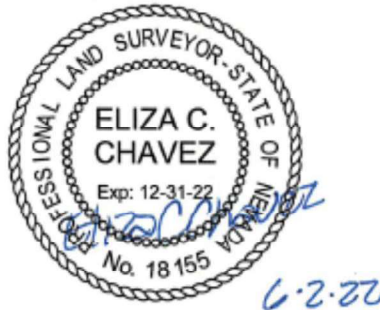
EXHIBIT B-2

DEVELOPMENT SITE LEGAL DESCRIPTION

APN: 139-21-313-014
139-21-313-019
139-21-313-028

May 31, 2022
BY: ECC
P.R. BY: ARR

PAGE 1 OF 2



EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF MARTIN LUTHER KING BOULEVARD AND MOUNT MARIAH DRIVE.

LAND DESCRIPTION

BEING THAT PORTION OF LOT 6 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK (A COMMERCIAL SUBDIVISION) AS FILED IN BOOK 77 OF PLATS, PAGE 54, CLARK COUNTY NEVADA OFFICIAL RECORDS, LOCATED WITHIN THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 21, BEING THE CENTERLINE INTERSECTION OF MARTIN L. KING BOULEVARD AND LAKE MEAD BOULEVARD; THENCE SOUTH 00°17'00" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW 1/4), 1101.36 FEET; THENCE NORTH 89°43'00" WEST, 58.33 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MARTIN L. KING BOULEVARD, ALSO BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 00°17'00" WEST ALONG THE WESTERLY LINE OF MARTIN L. KING BOULEVARD 335.78 FEET; THENCE DEPARTING SAID WESTERLY LINE, NORTH 89°43'00" WEST, 577.94 FEET; THENCE NORTH 00°17'00" EAST, 191.79 FEET; THENCE NORTH 89°30'47" WEST, 48.87 FEET; THENCE NORTH 00°17'00" EAST, 177.06 FEET; THENCE SOUTH 89°43'00" EAST, 91.16 FEET TO THE WEST LINE OF PARCEL "6-3-2" AS SHOWN ON RECORD OF SURVEY FILE 151, FILE 21, CLARK COUNTY NEVADA OFFICIAL RECORDS; THENCE NORTH 00°17'00" EAST ALONG

ENTERPRISE PARK LIBRARY DESCRIPTION

APN: 139-21-313-014
139-21-313-019
139-21-313-028

PAGE 2 OF 2

SAID WEST LINE, 240.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MOUNT MARIAH DRIVE; THENCE DEPARTING SAID WEST LINE, SOUTH 89°43'00" EAST ALONG SAID SOUTHERLY LINE, 89.00 FEET TO THE EAST LINE OF SAID PARCEL "6-3-2"; THENCE DEPARTING SAID SOUTHERLY LINE, SOUTH 00°17'00" WEST ALONG SAID EAST LINE, 273.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89°43'00" EAST 446.68 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MARTIN L. KING BOULEVARD AND THE **POINT OF BEGINNING**

CONTAINING 5.25 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

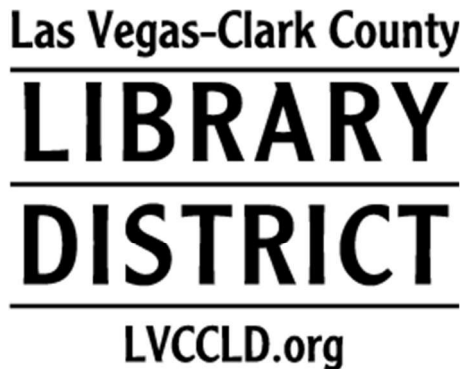
GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS ZONE, NORTH AMERICAN DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

END OF DESCRIPTION

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

EXHIBIT C

NEW LIBRARY DESCRIPTION



A New West Las Vegas Library

Vision

A new West Las Vegas Library will be designed for family and education to thrive. This Library will serve a population in need of basic resources that are critical to health and well-being, education opportunities, career advancement and financial independence.

With a location in the heart of the community, the library will be an important contributor to the West Las Vegas Community. An Intergenerational library will provide the ability for the community in general to acquire knowledge according to their needs such as learning to read, keeping up with the latest technologies, and learn skills for career advancement.

Branch Anticipated Design and Services

The new library will be designed to be a Class A building of approximately 35,000 to 40,000 square-feet. It will be designed to seek LEED certification and will be built using sustainable design and construction practices.

Services and programming will focus on 21st century skill sets, including Critical Thinking and Problem Solving, Creativity and Innovation, Communication and Collaboration, Visual Literacy, Media Literacy, Entrepreneurial Literacy and Global Awareness.

Library Features and Services:

- Open seven days a week and with a collection of over 70,000 items;
- Bilingual staff who are fully fluent in Spanish and English. About ten percent of the Library collection will be in Spanish-language; nearly one-third of magazines and newspapers are available in Spanish; and bilingual resources in Spanish and English are available for children;
- Computer Center, with 40 computers and 20 laptops available for check out;
- Tech Lab, featuring an audio/video production studio with an isolated recording booth, plus editing equipment and software, digital video cameras, and a green screen; plus industry-

standard DJ equipment, where teens and adults can learn these skills;

- Dedicated Makerspaces focused on teaching and sharing STEAM Programming. (Science, Technology, Engineering, Art, and Mathematics.)
- Teen Sphere, where teens can meet up, hang out, and participate in gaming, crafts, and other cool activities;
- Over 1,000 programs per year in early childhood and parenting education, media production, makerspace labs;
- Multipurpose Room, with 3,400-square-feet of dividable space, which is available for the public to rent;
- Places to gather, which include an art gallery, multi-generational living room, homework help center, children's storyroom and outdoor play area, print center, conference and collaboration rooms, and more.
- Adult Learning Center which offers classes in Adult Basic Education, English-language training, and Career Online High School.
- A Business Center which offer customers workforce training and readiness, financial aid, digital literacy, interview coaching, and employment searches to help move people into sustainable careers.

About the Las Vegas-Clark County Library District

- The Las Vegas-Clark County Library District ranks among the top 15 largest public libraries in the U.S., serving the City of Las Vegas and most of Clark County Nevada (excludes North Las Vegas, Boulder City, and Henderson) serving 1.5 million people over 8,000 square miles—an area larger than the state of Connecticut.
- As with the communities it serves, the District continues to grow and these statistics illustrate our role as a critical community resource during a typical year:
 - 637,256 current library cardholders
 - 309 full-time and 329 part-time staff
 - 25 branches (13 urban, 11 rural, and 1 outreach).
 - Unique to public libraries across the U.S., 6 branches feature professional quality theaters or auditoriums and 13 dedicated art galleries.
 - 12.1 million: Books and other materials checked out
 - 6 million: Visits to the branches
 - 2.8 million: Number of items in the collection – almost 20 times the number of slot machines in Las Vegas
 - 21,726: Library-sponsored and community programs
 - 652,835: Children and adult program attendance
 - 43,466: Volunteer hours