

APN: 139-23-602-001  
RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

NORTH LAS VEGAS REDEVELOPMENT AGENCY  
North Las Vegas City Hall  
2250 Las Vegas Blvd. North, Suite 920  
North Las Vegas, NV 89030

---

OWNER PARTICIPATION AGREEMENT

By and Between

North Las Vegas Redevelopment Agency

And

McDaniel LLC

Dated: \_\_\_\_\_, 2022

---

## OWNER PARTICIPATION AGREEMENT

### Amended

THIS AGREEMENT is entered into as of its effective date [FINAL DATE], by and between the North Las Vegas Redevelopment Agency (“Agency”), a public body, corporate and politic, and McDaniel LLC (“Participant”), a limited liability company doing business under the laws of the State of Nevada. The Agency and the Participant agree as follows:

#### I. (Section 100) **SUBJECT OF AGREEMENT**

##### A. (Section 101) Purpose of the Agreement

This Agreement is intended to amend that certain Owner Participation Agreement entered into between the Agency and Professional Facilities, Inc., on January 2, 1992, concerning that certain property located generally at McDaniel Street and Civic Center Drive, which Agreement recorded as Instrument 00525 in Book 920117 of the Records of Clark County, Nevada, on January 17, 1992.

##### B. (Section 102) The Redevelopment Plan

The North Las Vegas Downtown Redevelopment Plan (“Redevelopment Plan”) was approved and adopted by the City Council of the City of North Las Vegas (“City”) on December 19, 1990 as Ordinance No. 994. Said Ordinance, Redevelopment Plan, and updates thereto, as hereby incorporated herein by reference and made a part thereof.

##### C. (Section 103) The Project Area

The Redevelopment Project Area (“Project Area”) is located in the City of North Las Vegas, Nevada, the specific boundaries of which are legally described in the Redevelopment Area in the above referenced Redevelopment Plan.

##### D. (Section 104) The Site

The Site is a certain portion of real property generally located on McDaniel Street and Civic Center Drive and commonly known as 2280 Civic Center Drive and by its Assessor Parcel Number APN 139-23-602-001. The Site consists of certain improvements constructed in conformance with the January 1992 Owner Participation Agreement.

##### E. (Section 105) Parties to the Agreement

###### (a) The Agency

The Agency is a public body corporate and politic, exercising governmental functions and powers, organized and existing under Chapter 279 of the Nevada Revised Statutes. The principal office of the Agency is located at 2250 N. Las Vegas Boulevard, North Las Vegas, Nevada 89030.

(b) McDaniel LLC (The Participant)

McDaniel LLC, the Participant, is a Nevada limited liability company. The Participant qualifies as and is an owner-participant pursuant to the Agency's Owner Participation Rules. For purposes of this agreement the address for the Participant is P.O. Box 260094, Encino, California 91426

**II. (Section 200) DEVELOPMENT AND USE OF THE SITE BY THE PARTICIPANT**

A. (Section 201) Scope of Development

The Site has been developed consistent with the parameters of the January 1992 Owner Participation Agreement, and Exhibit 2 of that Agreement. The Site was used for medical office and related uses. The Participant and Agency agree that in addition to such medical uses, the Site is suitable for use for higher education and related uses, and that such a use is beneficial to the Redevelopment Plan and goals of the Agency.

The Site, as developed, may be used for medical office and related uses and also higher education purposes and related uses. No other uses of the Site shall be permitted, and the restriction of this Section shall run with the land and shall apply to all subsequent owners of the Site.

**III. (Section 300) AGENCY PARTICIPATION**

A. (Section 301) Site Conformity with Designated Land Use in the Redevelopment Plan

The Site has been used for medical offices consistent with the January 1992 Owner Participation Agreement, and as such has been deemed in conformance with the Redevelopment Plan's designated land use. If the Site is used for medical office or related use, or higher education or related use, then the Site shall be likewise deemed in conformance with the Redevelopment Plan's designated land use.

B. (Section 302) Waiver of Eminent Domain Authority

The Agency agrees that so long as the Participant is not in violation or default of the terms of this Agreement, the Agency will not invoke the power of eminent domain to acquire the Site for the purposes of redevelopment during the life of the North Las Vegas Downtown Redevelopment Plan.

If the Participant constructs additional improvements on the Site, substantially alters or modifies existing structures on the Site or substantially changes the use of the Site, the Participant shall be required to enter into a new Owner Participation Agreement with the Agency or to execute an amendment to this Owner Participation Agreement acceptable to the Agency in order to maintain this protection against acquisition of the site by the Agency through eminent domain for the purpose of redevelopment, and to maintain status as a conforming owner with a conforming land use. Failure to enter into a new Owner Participation Agreement or to execute an acceptable amendment for additional improvements, change of use, or substantially altering existing structures on the Site shall be considered a breach of this Agreement and all appropriate remedies may be pursued by the Agency.

IV. (Section 400) **DEFAULTS AND REMEDIES**

A. (Section 401) Defaults

Except as otherwise set forth herein, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay within thirty (30) days following written notice of default given by the nondefaulting party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Failure by either party to cure a default shall entitle the nondefaulting party to terminate this Agreement at their election or to seek enforcement through all available legal remedies.

B. (Section 402) Applicable Law

The laws of the State of Nevada shall govern the interpretation and enforcement of this Agreement.

C. (Section 403) Institution of Legal Actions

In addition to any other rights or remedies, either party hereto may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement, including specific performance. Such legal actions must be instituted in the District Court of the State of Nevada in and for the County of Clark, or, alternatively in the Federal District Court in the State of Nevada, if jurisdiction therein is appropriate.

D. (Section 404) Acceptance of Service of Process

In the event that any legal action is commenced by either party, service of process shall be made in such manner as provided by law.

E. (Section 405) Attorney's Fees

If either party commences an action against the other party to enforce any of the terms hereof or because of a breach of any of the terms hereof, the losing party shall pay the prevailing party's reasonable attorney's fees, court costs and other expenses incurred in connection with such action, in addition to whatever other relief the court determines the prevailing party is entitled to receive.

F. (Section 406) Rights and Remedies are Cumulative

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

G. (Section 407) Enforced Delay; Extension of Times of Performance

The Participant shall not be deemed to be in default of this Agreement for failure to perform any term of this agreement if a delay in such performance is beyond the control of and without fault by the Participant – whether due to war; insurrection; strikes; lock-outs; riots; flooding; earthquakes; fire; casualties; acts of god; acts of public enemy; governmentally recognized epidemics; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, material or tools; acts or omissions of another party; or other extraordinary cause – if Participant requests an extension of time to perform. Notwithstanding anything in this Agreement to the contrary, an extension of time for performance shall be for the period of the enforced delay beginning with the commencement of the cause of delay as determined by the Agency if the request for extension is sent to Agency within 30 days of the commencement of the cause of delay.

Extensions to perform any requirement of the Agreement for other causes may also be granted at the Agency’s discretion. However, no extension shall be granted or considered valid unless in writing and signed by both parties to this Agreement.

**V. (Section 500) GENERAL PROVISIONS**

A. (Section 501) Maintenance of the Site

The Participant covenants that it shall maintain the Site and Improvements on the Site in a manner consistent with the provisions set forth in the Municipal Code of the City of North Las Vegas and shall keep the entire Site and parking area free from any accumulation of debris or waste materials. Failure to comply with this provision shall be considered a breach of this Agreement.

B. (Section 502) General Representations

The Agency and the Participant each warrant and represent that:

(a) This Agreement and any other agreements, instruments or documents to be executed as may be provided herein are duly executed and binding upon the parties when signed by the individuals indicated on the signature page of this Agreement;

(b) The execution, consent, or acknowledgment of no other party is necessary to effect the obligations of the Agency or the Participant provided in this Agreement;

(c) Nothing prohibits or restricts the Agency or the Participant from carrying out the terms and conditions of this Agreement; and

(d) This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan, or credit agreement.

C. (Section 503) Notices Demands and Communications

Formal notices, demands, and communications between the Agency and the Participant shall be deemed to have been sufficiently given if mailed by certified, return receipt U.S. Mail to the principal offices of the Agency and/or Participant as set forth in Section 105 of this Agreement. Said written notices, demands, and communications shall be deemed to have been received by the other party three (3) days after the postmarked date of the mailing. Either party may designate other addresses for

receipt of notices, demands, and communications by putting such designation in writing and mailing it to the last address the other party as designated for receipt of formal correspondence.

D. (Section 504) Non-liability of Agency Officials and Employees

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

E. (Section 505) Non-liability of the Participant's Officials and Employees

No member, manager, or employee of the Participant shall be personally responsible or liable to the Agency, or any successor or interest, in the event of any default or breach by the Participant or for any amount which may become due to the Agency or its successor or on any obligations under the terms of this Agreement.

F. (Section 506) Indemnification and Hold Harmless

The Participant shall defend, indemnify, and hold harmless the Agency and the City, as well as both entities' officers, employees, and agents, from all claims, suits, and damages to property or injuries to persons, including accidental death, and including any reasonable attorney's fees and court costs, which may be related to the Participant's activities under this Agreement, whether such activities or performance be by the Participant or anyone directly or indirectly employed or contracted with by the Participant and whether such damage or injury shall be discovered before or after the termination of this Agreement.

**VI. (Section 600) ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS**

This Agreement constitutes the entire understanding and agreement of the Parties, and amends that certain 1992 Owner Participation Agreement.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors with respect to all or any part of the subject matter hereof.

All waivers of provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency and the Participant. All amendments hereto must also be in writing and signed by the appropriate authorities of the Agency and the Participant.

**VII. (Section 700) TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY**

This Agreement must first be signed by Participant and delivered to the Agency. Execution and delivery of this Agreement constitutes an irrevocable offer to enter into this Agreement and be bound by its terms. Upon receipt, the Agency will place the Agreement for approval and ratification on the next available meeting of the Redevelopment Agency's Board, and the Agreement will be deemed fully executed upon such ratification.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by  
Agency and Developer as of the Effective Date.

**NORTH LAS VEGAS  
REDEVELOPMENT AGENCY,**  
a public body, corporate and politic

By: \_\_\_\_\_  
Pamela Goynes-Brown  
Chairwoman

Attest:

\_\_\_\_\_  
Jackie Rodgers  
City Clerk

STATE OF NEVADA  
COUNTY OF CLARK

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Pamela Goynes-Brown,  
the Chairwoman of the North Las Vegas Redevelopment Agency.

(Seal, if any)

\_\_\_\_\_  
(Signature of Notarial Officer)

Approved as to form:

\_\_\_\_\_  
Micaela Rustia Moore  
City Attorney

**PARTICIPANT:**

McDaniel LLC,  
a Nevada limited-liability company

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

Name: Paris Fakheri

Its: Managing Member

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by  
\_\_\_\_\_, the \_\_\_\_\_ of McDaniel LLC.

(Seal, if any)

\_\_\_\_\_  
(Signature of Notarial Officer)