

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: <u>Yang Men's christian Association of Southern Nevada</u>						
(Include d.b.a., if applicable) <u>YMCA OF Southern Nevada</u>						
Street Address: <u>4141 Meadows Lane</u>			Website: <u>lasvegasymca.org</u>			
City, State and Zip Code: <u>Las Vegas, NV 89107</u>			POC Name: <u>Lisa Tomlin</u>			
Telephone No: <u>702-877-7249</u>			Email: <u>ltomlin@lasvegasymca.org</u>			
Nevada Local Street Address: <u></u>			Fax No: <u>702-877-0856</u>			
(If different from above)			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
- ☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
- ☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Jordan Sammaggio
Signature
President ; CEO
Title

Jordan Sammaggio
Print Name
11/20/25
Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

Lease Agreement Between Clark County and YMCA of Southern Nevada

**LEASE AGREEMENT
BETWEEN
CLARK COUNTY
AND
YMCA OF SOUTHERN NEVADA**

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2025 ("Effective Date") by and between CLARK COUNTY, a political subdivision of the State of Nevada ("COUNTY") and Young Men's Christian Association of Southern Nevada ("YMCA"), a non-profit corporation qualified to do business in Nevada ("LESSEE") (Individually a "Party" and collectively the "Parties").

WHEREAS, NRS 244.284 authorizes the Clark County Board of Commissioners ("Board") to lease any of the real property of Clark County not otherwise needed for public purposes to a non-profit corporation recognized as exempt under Section 501(c)(3) of the Internal Revenue Code for charitable or civic purposes on such terms and conditions as the Board deems appropriate;

WHEREAS, COUNTY is the owner of Assessor's Parcel Numbers 138-14-601-005, 006, 013, & 014 containing +/- 11.22 acres and three buildings, addressed as 2900 N Torrey Pines Building A, B & C Las Vegas, NV 89130 ("Property") as depicted in Exhibit "A";

WHEREAS, LESSEE desires to lease a portion of the Property encumbering +/- 0.26 acres of vacant land (+/- 11,529 square feet labeled as "School" on Exhibit "B") and non-exclusive use of +/- 14,103 square feet of space within Building C as depicted on Exhibit "B" (collectively the "Premises") for the operation and construction of a pop-up preschool; and

WHEREAS, the Premises leased herein to LESSEE are not needed for the public purposes of COUNTY.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. DESCRIPTION OF PREMISES.

COUNTY hereby leases to LESSEE the Premises which is generally described as +/- 0.26 acres of vacant land for the construction of a pop-up preschool ("School") and non-exclusive use of +/- 14,103 square feet of space within Building C which includes a shared office, kitchen, break room, gym and multi-purpose room ("Non-Exclusive Space"). Notwithstanding, COUNTY may reduce, modify or eliminate the area included in the Non-Exclusive Space, in its sole discretion. LESSEE shall also have the right to use the common area depicted in Exhibit "B". Further, the LESSEE shall have non-exclusive access to any future sports field the COUNTY constructs adjacent to Building C which is depicted on Exhibit "B" labeled as "PROPOSED FUTURE FIELD". Upon design and survey, Exhibit "B" may be updated to show the legal description of the vacant land referenced herein.

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2. **TERM.**

2.1 The term of this Lease is Ten (10) years commencing upon the Effective Date or approval of this Lease by the Board ("Commencement Date"), with the option to extend for two (2) additional Five (5) year periods to be exercised by giving formal written notice to COUNTY at least ninety (90) days before expiration of the prior term, subject to approval of the COUNTY through its Director of Real Property Management or their designee ("Director").

3. **RENT.**

In consideration of LESSEE's provision of valuable services to the community, COUNTY agrees to lease the Premises to LESSEE without requiring the payment of any rent.

4. **COUNTY'S BUDGETARY LIMITS AND FISCAL FUND OUT.**

4.1 The COUNTY, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which require COUNTY to budget annually for its expenses and which prohibit COUNTY from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All COUNTY's financial obligations under this Lease are subject to those statutory requirements and sections 4.2 and 4.3 below (hereinafter "Fund Out Clause").

4.2 Notwithstanding the monetary obligations of this Lease, the total amount of COUNTY's payment obligations hereunder for any fiscal year shall not exceed the amounts that COUNTY has appropriated for maintenance of the building and for related liabilities for the COUNTY. COUNTY represents that as of the date this Lease is executed sufficient funds have been appropriated to cover COUNTY's obligations hereunder through the expiration of the COUNTY's Fiscal Year

4.3 Notwithstanding the monetary obligations of this Lease, this Lease shall terminate, and COUNTY's liability and payment obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in which the COUNTY's governing body fails to appropriate monies for the ensuing fiscal year for the payment of all amounts which will then become due. COUNTY's staff shall take all appropriate actions and act in good faith to obtain funding for the COUNTY's liabilities hereunder accordingly.

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5. USE OF THE PREMISES.

5.1 LESSEE shall use the Premises only for the following purpose or purposes: to operate a pop-up preschool with associated education and nutritional programming with the option to include after-school programming that benefit school-age youth. Such use shall conform to applicable local ordinances, state and federal laws and this Lease. No other use of the Premises shall be allowed unless prior written approval is obtained from the Director in his or her sole discretion. LESSEE may not sublease the Premises or assign this Lease to any person or entity not affiliated with LESSEE without the prior written approval from the Director in his or her sole discretion.

5.2 LESSEE shall observe and enforce all established rules and regulations of COUNTY in connection with LESSEE's use of the Premises. LESSEE shall not use or occupy the Premises and Property in violation of any law, covenant, condition, restriction, rule, or regulation affecting the Premises and Property. Upon notice from COUNTY, LESSEE shall immediately discontinue any use of the Premises and Property which is declared by any governmental authority having jurisdiction to be a violation of a law, covenant, condition, or restriction, rule, or regulation.

5.3 LESSEE shall not knowingly do or permit to be done anything which will increase the risk of fire or create a hazard on or about the Premises or Property, and shall comply with all rules, orders, regulations, requirements and recommendations of COUNTY's risk manager, or any other person or organization performing a similar function.

5.4 LESSEE shall not do or permit anything to be done in or about the Premises and Property which will in any way obstruct or interfere with the rights of other lessees or occupants of the Premises and Property, or injure or annoy them, or use or allow the Premises and Property to be used for any unlawful purposes.

5.5 LESSEE shall not cause, maintain, or permit any nuisance or waste in, on or about the Premises or Property.

5.6 Upon commencement of operations, LESSEE shall operate the Premises continuously through the term of the Lease. Should LESSEE cease operations of the Premises for a continuous period of six (6) months or more during the term of this Lease, the Premises and all improvements or facilities constructed thereon shall automatically revert to the COUNTY at no cost to the COUNTY and this Lease shall terminate.

5.7 LESSEE shall not store, generate, release or dispose of any hazardous materials on the Premises and Property. However, LESSEE is permitted to make use of such materials that are required to be used in the normal course of LESSEE's business provided that LESSEE complies with all applicable laws and regulations related to the hazardous materials. LESSEE is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by LESSEE or resulting from the LESSEE's use of the Premises and Property.

5.8 Prior to the use of the shared kitchen located in the Non-Exclusive Space, LESSEE,

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its agents, officers and employees shall watch and review all equipment safety videos or materials necessary for the safe and proper operation of the equipment including proper cleaning and shut down practices. LESSEE shall take responsibility to insure new or additional staff adhere to this provision. To ensure proper safety and operation, LESSEE may need to coordinate with other exclusive users of the kitchen, including the University of Nevada Reno by and through its Cooperative Extension ("UNCE").

5.9 LESSEE shall have the right to operate within the Non-Exclusive Space only during the hours the Property is open which is Monday through Sunday 7 AM to 10 PM. No other schedule shall be allowed unless prior written approval is obtained from the Director in their sole discretion.

6. SERVICE LEVEL REQUIREMENTS.

6.1. LESSEE shall provide COUNTY the first right of refusal for ten percent (10%) of the available seats/spots available at the School for social services clientele. For each school year, if COUNTY does not fill all of the available seats at least thirty (30) days prior to the start of the school year, LESSEE shall have the right to fill the seats at their discretion. LESSEE is a shared user of the Non-Exclusive Space and shall partner with the COUNTY to coordinate care, activities and services.

7. REPAIRS AND MAINTENANCE.

7.1 LESSEE shall accept the Premises in as-is condition and shall maintain the School in good order, condition, and repair. Such maintenance includes routine maintenance due to normal and ordinary wear and tear, including interior surfaces of the ceilings, walls and floors, doors, interior windows, plumbing, pipes and fixtures, electrical wiring, switches and fixtures, and standard building furnishings. LESSEE shall maintain in good repair all furniture, office equipment and fixtures.

7.2 LESSEE shall bear the cost of any badge, re-key, or duplicate key request for any lost or stolen keys or badges at the COUNTY's prevailing rate at that time.

7.3 COUNTY shall service any fire extinguishers serving the Non-Exclusive Space and provide for any inspections or repairs of the fire extinguishers, fire sprinklers, fire alarms or specialty fire suppression systems. LESSEE must make the Non-Exclusive Space available for these services to be performed. COUNTY will provide a schedule for non-emergency services.

7.4 COUNTY shall, at its sole cost and expense, repair and maintain the Non-Exclusive Space, its structural or building systems (mechanical (HVAC) sub-surface or cement embedded, electrical, plumbing, and low voltage systems, exterior walls, and exterior roof) serving the Non-Exclusive Space, sidewalks, driveways, landscaping and parking lots,

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fixtures in common areas, and appurtenances furnished in common areas by COUNTY under this Lease, in good repair and tenantable condition, except that LESSEE shall reimburse COUNTY, for any costs incurred by COUNTY in repair and maintenance of damage to said portions caused by the intentional or negligent acts of LESSEE, its officers, agents or employees.

7.5 LESSEE shall, at its sole cost and expense, repair and maintain the School, its structural or building systems (mechanical (HVAC) sub-surface or cement embedded, electrical, plumbing, and low voltage systems, exterior walls, and exterior roof) serving the School, in good repair and tenantable condition, LESSEE'S failure to repair and maintain the School to COUNTY'S satisfaction gives COUNTY the right to terminate this Lease in accordance with Section 13.

7.6 LESSEE shall be responsible for repairs to the Premises and Property, the need for which arises out of (a) LESSEE's use or occupancy of the Premises and Property; (b) the installation, removal, use or operation of LESSEE's property; (c) the moving of LESSEE's property into or out of the Premises or Property; or (d) the act, omission, misuse or negligence of LESSEE, its agents, officers, employees, or invitees.

7.7 LESSEE must use the Premises and Property in a reasonable manner that does not create an undue burden or financial difficulties for COUNTY.

7.8 If LESSEE fails to repair the Premises and Property as provided in Subsection 7.5 & 7.6 above, COUNTY shall give LESSEE thirty (30) days notice to do such acts as are reasonably required to repair the Premises and Property. If LESSEE fails to promptly commence such work and diligently prosecute it to completion, COUNTY shall have the right to do such acts and expend such funds at the expense of LESSEE as are reasonably required to perform such work. Any amount so expended by COUNTY shall be paid by LESSEE within thirty (30) days of such invoice. COUNTY shall have no liability to LESSEE for any damage, inconvenience, or interference with the use of the Premises and Property by LESSEE as a result of performing any such work. COUNTY shall nevertheless use reasonable efforts to minimize any interference with LESSEE's use of the Premises and Property.

7.9 LESSEE shall give COUNTY prompt verbal notice, followed by written notice, of any damage to or defective condition in any part of the mechanical, electrical, plumbing, air conditioning or other systems serving, located in, or passing through the Non-Exclusive Space.

7.10 Upon the expiration or earlier termination of this Lease, LESSEE shall return the Premises to COUNTY in broom-clean condition, except for normal and ordinary wear and tear. Any damage to the Premises and Property, including any structural damage, resulting from LESSEE's use of the Premises and Property, or resulting from the removal of LESSEE's property from the Premises and Property shall be repaired by LESSEE at LESSEE's expense. Any amount so expended by COUNTY shall be promptly paid by LESSEE.

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7.11 COUNTY and LESSEE shall each fully comply with all applicable Nevada laws, ordinances and rules of any public authority relating to their respective maintenance and repair obligations as set forth herein.

8. SERVICES AND UTILITIES.

8.1(a) COUNTY shall provide, at no additional cost to LESSEE, the following utilities and services to the Non-Exclusive Space & the School, with the exception that janitorial for the School shall be at the sole cost and expense of the LESSEE:

Electricity X Basic Trash Service X Sewer X Gas X Water X
Phone Internet Interior Pest Control Exterior Pest Control
Exterior Landscaping Premises Janitorial X Alarm Monitoring Security

8.1(b) LESSEE shall or shall not X pay for their pro-rata share of the utilities described in section 7.1(a).

8.2 LESSEE shall cause to be separately metered or sub-metered all utilities for the School at its sole cost and expense. Further LESSEE shall provide and pay for all supplies, equipment, and employees required for its use of the Premises.

8.3 Any services or utilities not enumerated above shall be the responsibility of the LESSEE.

9. ALTERATIONS AND IMPROVEMENTS.

9.1 LESSEE shall have the right, at its expense, to make non-structural improvements or alterations to the Premises provided LESSEE requests permission, in writing, to make such changes and obtains all necessary permits, and provided the Director, in his or her sole discretion, gives written approval of the requested non-structural improvements or alterations.

9.2 Upon the termination or expiration of this Lease, LESSEE shall have the right, at its expense, to remove any personal property which LESSEE has installed or placed on the Premises. LESSEE shall completely repair, at its expense, any and all damage resulting from such removal.

9.3 All fixtures or other improvements remaining upon expiration or termination of this Lease shall be deemed to be the property of COUNTY or may be stored by COUNTY, in COUNTY's discretion, at LESSEE's expense.

10. TENANT IMPROVEMENTS.

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10.1 LESSEE shall, at no cost or expense of the COUNTY, promptly undertake the planning, design and construction of the School within the timeframes listed below:

- (i) LESSEE shall commence design within six (6) months of the Effective Date
- (ii) LESSEE shall obtain land use approval within twelve (12) months of the Effective Date
- (iii) LESSEE shall obtain building department approval and commence construction within eighteen (18) months of the Effective Date
- (iv) LESSEE shall complete construction within twenty-four (24) months of the Effective Date.
- (v) LESSEE shall commence operation of the School on the Premises within twenty-six (26) months of the Effective Date.

LESSEE shall notify COUNTY, in writing, when LESSEE has commenced each action as listed in i-v above.

All planning, design, and construction costs of the School shall be borne solely by LESSEE and at no cost or expense to the COUNTY, including any land use applications, utility extension and connections fees and offsite improvements associated with development of the School. COUNTY is under no obligation to grant any permits, licenses, variances or other approvals but only to assist as needed as the owner of the Property. If LESSEE notifies the COUNTY within twelve (12) months of the Effective Date that it cannot commence construction within the timeframes outlined, the Director may, but shall be obligated to, grant an extension to LESSEE for up to twelve (12) months.

10.2 LESSEE shall provide an estimate to COUNTY of the estimated costs of the tenant improvements for the School ("TI"). Such estimate shall be accompanied by applicable design plans ("TI Plans").

10.3 The Director or their designee shall approve, deny or request changes to the TI Plans in their sole discretion.

10.4 COUNTY shall retain all rights and ownership of the constructed TI's, buildings, and equipment. At the expiration or termination of this Lease, County may require that the School be removed, in its sole discretion. LESSEE shall completely repair, at its expense, any and all damage resulting from such removal.

10.5 Upon completion of the TI's, LESSEE shall provide the following: a copy of the certificate of occupancy, as-built drawings, final approved building department plans, material data

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safety sheets, asbestos reports, any instruction manuals for products installed.

10.6 No building erected under the provisions of this Lease shall be removed or torn-down without the prior written consent of the COUNTY.

10.7 Upon request by the COUNTY, LESSEE shall undertake any action necessary to convert the SCHOOL to real property, at its sole cost and expense.

11. INDEMNIFICATION.

LESSEE agrees to hold harmless, indemnify and defend the COUNTY, its agents, officers and employees against any and all claims or liability of any kind, including liability for attorneys' fees and other litigation costs and expenses, for any personal injury, wrongful death, or damage to property arising out of LESSEE's operations or use of the School, Premises and Property, occurring in, on or in the vicinity of the School, Premises and Property, including the adjacent streets or sidewalks or any part thereof, due to the alleged negligence, fault, act or omission of LESSEE, its agents, officers, employees or invitees.

12. INSURANCE.

LESSEE will maintain the following insurance coverage during the initial and any extended terms of this Lease and will, prior to approval of this Lease by the Board, furnish to the COUNTY certificates of insurance, showing that the following insurance is in force:

12.1 Workers compensation in accordance with Nevada law or evidence from the Nevada Division of Industrial Relations that LESSEE is exempt from such requirement;

12.2 Fire insurance with extended coverage with policy limits of Two Hundred Fifty Thousand Dollars (\$250,000). COUNTY shall not be liable for injury or damages to the Premises or any property or fixtures by fire or other casualty so covered by this type of insurance, no matter how caused, it being understood that in case of damage, LESSEE shall look solely to the insurer for reimbursement and not to COUNTY.

12.3 Commercial general liability, including abuse, molestation, and corporal punishment coverage, with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence to protect the COUNTY, the LESSEE, LESSEE's affiliates, contractors, and agents against claims for injury or death and damage to the property of others.

12.4 Any and all insurance policies required shall be "occurrence" policies and shall not be "claims made" policies.

12.5 LESSEE shall provide and maintain, or provide evidence of, professional liability (malpractice) insurance for all medical service providers working or volunteering on the Premises

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against any claim for damages arising out of any injury or death resulting from any medical services performed. Such insurance policies shall provide coverage with policy limits of at least One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate per year.

12.6 Before a contractor commences any work, LESSEE shall require the contractor to obtain and maintain throughout the term of the construction contract, the bonds and insurance coverage required and shall furnish certificates of such insurance coverage to the Director. The insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statutes Chapter 683A.

12.7 If LESSEE suffers a substantial casualty loss to the facilities, fixtures or personal property located on the School, LESSEE may, at its option, (a) apply any insurance proceeds to the proper repair of such damaged facilities, fixtures or personal property and continue this Lease under the terms and conditions contained herein, or (b) apply any insurance proceeds in any other manner it determines to be in its best interests and may terminate this Lease without liability for damages, injunctive relief or otherwise, provided, however, if LESSEE terminates this Lease in connection with such casualty loss, LESSEE shall return the Premises to a condition substantially similar to that which existed on the Effective Date of this Lease, or alternatively, to a condition mutually agreed upon by the Parties hereto.

13. TERMINATION AND DEFAULT

13.1 LESSEE will be considered in default under this Lease in the event of any one or more of the following occurrences:

- (i) LESSEE fails to pay any amount required by this Lease when the same is due and the continuance of such failure for a period of ten (10) days after written notice thereof from the COUNTY.
- (ii) LESSEE fails to adhere to the time periods required above in Subsection 10.1.
- (iii) LESSEE fails to operate the Premises as within the time periods required herein.
- (iv) LESSEE voluntarily abandons the Premises, discontinues the conduct and operation of its business at the Premises, or ceases to use the Premises for charitable or civic purposes.
- (v) LESSEE fails to fulfill any of the other terms, covenants, or conditions set forth in this Lease if such failure continues for a period of more than thirty (30) days unless cured as provided below in Subsection 13.2.
- (vi) LESSEE is divested of their 501(c)(3) status.

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13.2 LESSEE will be considered in default under this Lease if LESSEE fails to fulfill any of the terms, covenants, or conditions set forth in this Lease if such failure continues for a period of more than thirty (30) days (except failure to pay charges as described in Subsection 13(i) above) after delivery by the Director of a written notice of such breach or default, except if the fulfillment of its obligation requires activity over a period of time, and LESSEE will have commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice, or as may be extended in the Director's sole discretion, and continues such performance without interruption.

13.3 If LESSEE fails to cure any default as described above in Subsection 13.2, the COUNTY, without penalty, may elect to terminate this Lease with thirty (30) days' written notice to LESSEE:

13.3.1 In the event of any termination for default by LESSEE, COUNTY will have the right to enter upon the Premises and take possession of the same.

13.3.2 If COUNTY elects to terminate this Lease, it will in no way prejudice the right of action for monetary arrearages owed by LESSEE.

13.4 Upon thirty (30) days' written notice to the COUNTY, and so long as no TI's have taken place, LESSEE may elect to terminate this Lease without any liability to the COUNTY in the event of any one or more of the following occurrences:

(i) A determination by LESSEE that the Premises are not suitable for its intended purpose.

(ii) LESSEE is unable, after the exercise of due diligence, to secure necessary zoning or other land use approvals for the construction of the Premises.

(iii) LESSEE is unable to secure the necessary funding within eighteen (18) months of the Effective Date.

(iv) LESSEE declares bankruptcy or is declared insolvent

13.5 For any reason with or without cause, this Lease may be terminated by the LESSEE upon one hundred eighty (180) days written notice to the COUNTY, contingent upon approval from the COUNTY, which shall not be unreasonably withheld. The Parties will have sixty (60) days from the written notice to attempt to fix any issues before a termination is pursued. The Parties agree that the notification period herein may be waived if for any reason federal, state legislature and/or county funding ability to satisfy this Lease is withdrawn, limited or impaired.

13.6 Within sixty (60) days of expiration or earlier termination as outlined above, LESSEE shall, at the request of the COUNTY, remove any facilities or improvements upon the Premises to the extent reasonable and unless otherwise agreed to in writing by the COUNTY and restore the Premises to its original condition or better prior to the Effective Date

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minus reasonable wear and tear including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature. If LESSEE fails to comply with this Subsection, COUNTY may, but is not obligated, to complete the work on LESSEE's behalf and shall invoice LESSEE for any costs for removal and restoration of the Premises, which invoice shall be paid by LESSEE within thirty (30) days of receipt. Should COUNTY elect to not have facilities removed as outlined above, LESSEE shall turn over Premises and any facilities or improvements located upon the Premises to the COUNTY without any obligation of payment, reimbursement or other monetary compensation from the COUNTY.

14. REPRESENTATIONS AND WARRANTIES

14.1 The COUNTY makes no representations, warranties or covenants regarding the title, condition or stability of the Premises or its suitability for LESSEE's purpose or for any other purpose or existence of any Hazardous Materials on or within the Premises. LESSEE shall assume responsibility for any hazardous materials on the School and any environmental mitigation and/or cleanup.

14.2 The Premises is subject to any covenants, conditions, restrictions, reservations, right of way and easements recorded or not recorded.

14.3 The Premises is leased in "as-is" condition and the LESSEE shall be responsible to complete such investigations, research, and due diligence to confirm the Premises are suitable to LESSEE's needs.

15. VACATING OF PREMISES

15.1 Upon termination or expiration of this Lease, LESSEE shall surrender and vacate the Premises and leave the Premises in broom swept condition. Unless otherwise agreed, all personal property and debris must be removed at the LESSEE's sole cost and expense. If LESSEE fails to leave the Premises in broom swept condition or remove any personal property or debris, COUNTY reserves the right to do such acts and expend such funds at the expense of LESSEE as are reasonably required to perform such work. Any amount so expended by COUNTY shall be paid by LESSEE within thirty (30) days of such invoice.

15.2 Any keys, remotes or access devices provided to the LESSEE including badges shall be returned to the COUNTY upon termination or expiration of this Lease.

15.3 If LESSEE fails to vacate the Premises upon termination or expiration of this Lease, COUNTY reserves the right to retake the possession of the Premises in compliance with Nevada Law. LESSEE shall be responsible to reimburse the COUNTY for any costs incurred to complete the retaking of the Premises.

15.4 Final walk-through shall be conducted no later than two (2) business days prior to Lease termination.

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16. ANNUAL REPORTING

On or before each anniversary of the Commencement Date, LESSEE shall send annual reports including information regarding types of services offered, number of clients served, operating hours, value of services rendered and any other information requested by the Director ("Annual Reports"). The Annual Reports shall be sent to the attention of the Director and the Commissioner of the district of which the Premises resides. LESSEE may be required to present the Annual Report at a Board of County Commissioner hearing at the COUNTY's request.

17. TAXES AND LIENS

17.1 LESSEE shall bear, pay and discharge any taxes, assessments, duties, impositions and burdens whatsoever assessed, charged or imposed upon improvements built upon the Premises by LESSEE (if such taxes, assessments, duties, impositions and burdens arise out of the actions of LESSEE, its employees, residents, or agents), and shall deliver to the COUNTY upon demand sufficient receipts and other evidence of the payment and discharge of the same.

17.2 LESSEE shall not permit or cause to permit any lien, mortgage or encumbrance upon the Premises or Property. Any such lien shall be paid for by the LESSEE within thirty (30) days of notification. Any failure to cure by LESSEE shall constitute a breach under this Lease.

17.3 LESSEE is hereby notified that pursuant to NRS 108.234, the COUNTY is defined as a disinterested owner and shall exercise any such rights available pursuant to NRS 108.234. LESSEE agrees to comply with the provisions of NRS 108.2403 as it relates to any work of improvements to be constructed, altered or repaired upon the Property by the LESSEE.

18. ACCESS

COUNTY reserves the right to enter upon the Premises for the purposes of repairs, inspections, alterations, improvements etc. upon reasonable notice to and coordination with the LESSEE but no less than twenty-four (24) hours except for in the case of an emergency or as otherwise agreed.

19. NOTICES.

All notices, approvals and demands allowed or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows:

To COUNTY:

Clark County Real Property Management
Attention: Director

Lease Agreement Between Clark County and YMCA of Southern Nevada

500 S. Grand Central Parkway, 4th Floor
Las Vegas, NV 89155-1825

To LESSEE:

YMCA of Southern Nevada
Attn: President and CEO
4141 Meadows Lane
Las Vegas, NV 89107

20. WAIVER.

The Parties failure to enforce or its delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. The Parties exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right. This Section 20 may not be waived.

21. RELATIONSHIP OF PARTIES.

Nothing contained in this Lease shall be deemed or construed by the Parties hereto or by any third-party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between COUNTY and LESSEE. No provisions of this Lease, or any acts of the Parties hereto, shall be deemed to create any relationship between COUNTY and LESSEE other than as set forth in this Lease.

22. REMEDIES CUMULATIVE.

The various rights, options, elections, and remedies of the Parties contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law and not expressly waived in this Lease.

23. GOVERNING LAW.

The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Lease.

24. ENTIRE AGREEMENT.

This Lease sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Lease shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties

Lease Agreement Between Clark County and YMCA of Southern Nevada

hereto. No representation or statement not expressly contained in this Lease or in any written, properly executed amendment to this Lease shall be binding upon COUNTY or LESSEE as a warranty or otherwise.

25. ASSIGNMENT AND SUBLEASE.

Any attempt by LESSEE to assign any rights or delegate any duties arising from this Lease or to sublease the Premises without the written consent of COUNTY shall be void.

26. THIRD PARTY BENEFICIARY.

This Lease is not intended to create any rights, powers, or interest in any third-party; and this Lease is entered into for the exclusive benefit of the undersigned Parties.

27. NON-DISCRIMINATION.

LESSEE shall not unlawfully discriminate against any person in the use of the Premises.

[SIGNATURE PAGE TO FOLLOW]

Lease Agreement Between Clark County and YMCA of Southern Nevada

IN WITNESS WHEREOF, we have hereto set our hands this _____ day of _____, 2025.

COUNTY:

CLARK COUNTY

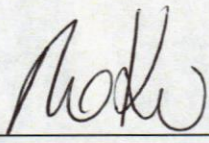
LESSEE:

YMCA of Southern Nevada

By _____
Shauna Bradley, Director
Real Property Management

By _____
Jordan Sommaggio
President & CEO

APPROVED AS TO FORM

By  _____
Nichole Kazimirovic
Deputy District Attorney

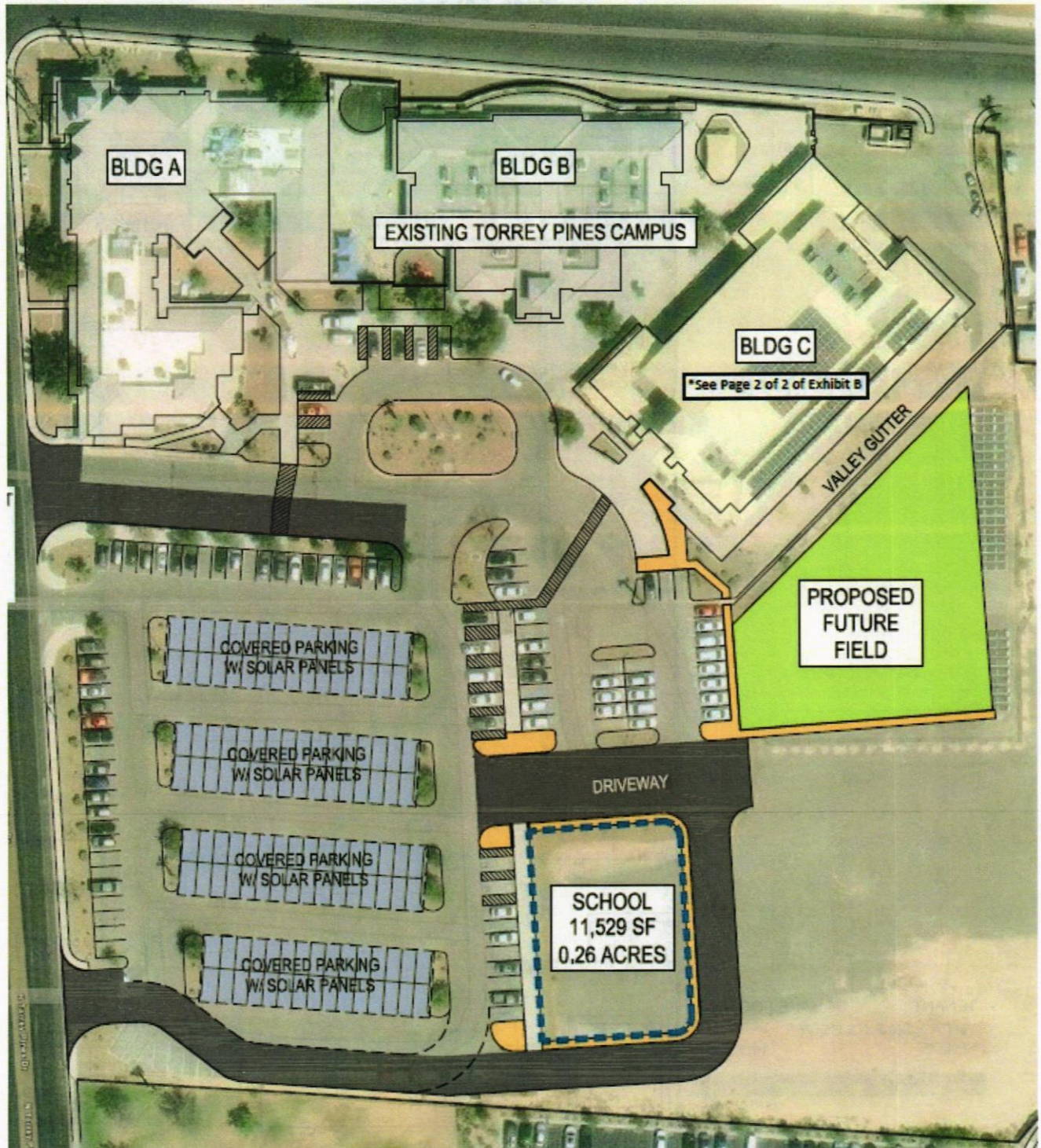
Lease Agreement Between Clark County and YMCA of Southern Nevada

EXHIBIT "A"



EXHIBIT "B"

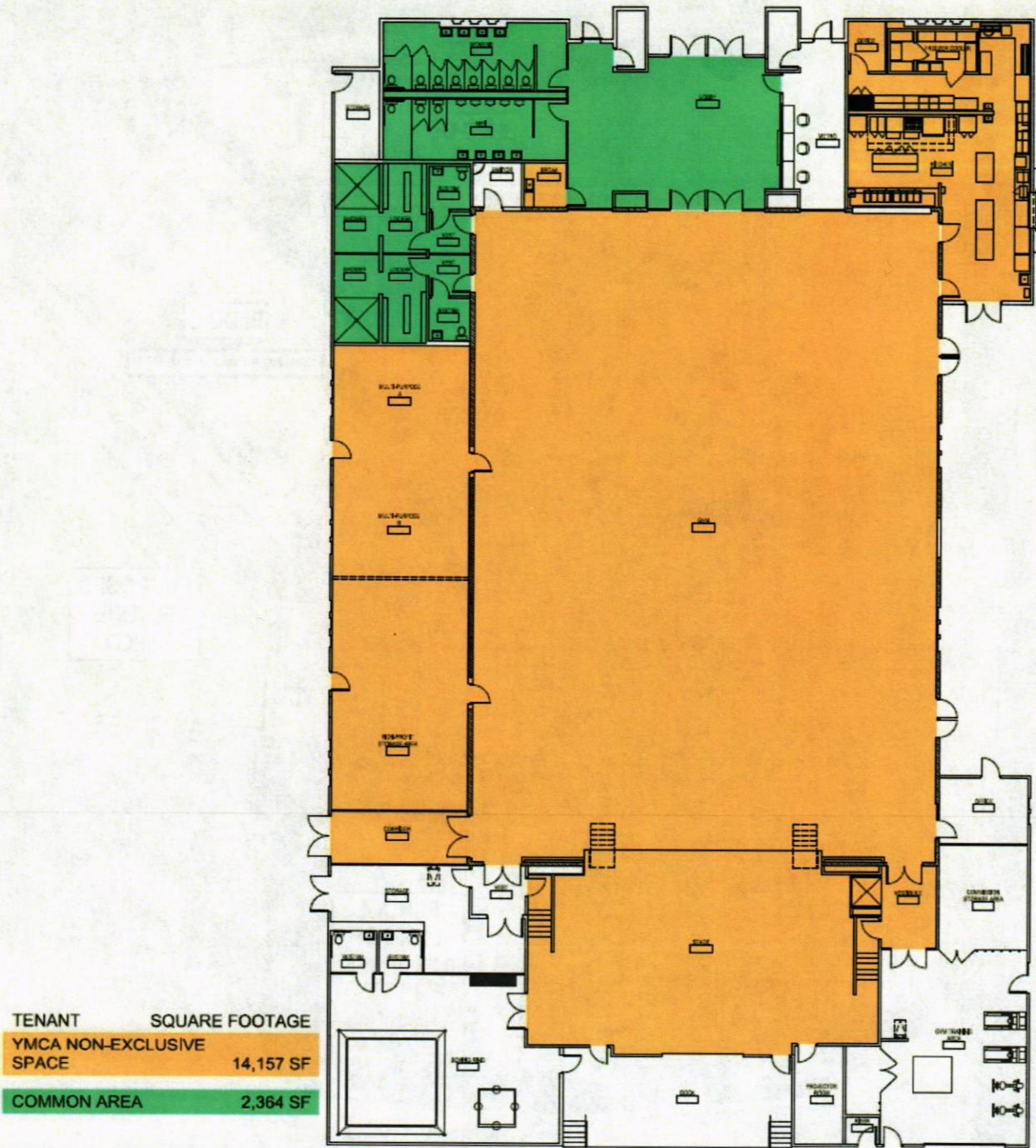
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EXHIBIT "B"

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Maverick St

Fort West Rd

Mustang St

BLDG C

13314601006

BLDG B

BLDG A

13314601005

13314601013

13314601011

W Brooks Ave

Spring Pkwy

N Torrey Pines Dr



EXHIBIT TORREY PINES CAMPUS

NOT TO SCALE
6/4/2025

