

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:				18 Employees		
Corporate/Business Entity Name:		Olive Crest				
(Include d.b.a., if applicable)						
Street Address:		2130 E. 4th Street, Ste. 200		Website: www.olivecrest.org		
City, State and Zip Code:		Santa Ana, CA 92705		POC Name: Donald Verleur		
Telephone No:		(714) 543-5437		Email: ceo@olivecrest.org		
Local Telephone No:		(702) 685-3459		Fax No: (714) 543-5463		
Nevada Local Street Address:		4285 N. Rancho Dr. #160		Website: www.olivecrest.org/Nevada/		
(If different from above)						
City, State and Zip Code:		Las Vegas, NV 89130		Local Fax No: (702) 851-8528		
Local Telephone No:		(702) 685-3459		Local POC Name: Jimmy Monaghan		
				Email: Jimmy-Monaghan@olivecrest.org		

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)
Donald Verleur	Chief Executive Officer	
Kristan Livingston	Chief Financial Officer	
Kathryn Jones	Secretary	

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.

 Signature	Donald A. Verleur Print Name
CEO Title	<div style="text-align: center;">1/31/25</div> Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(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
N/A			

* 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 Olive Crest

**LEASE AGREEMENT
BETWEEN
CLARK COUNTY
AND
OLIVE CREST**

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 ("LESSOR" or "COUNTY") and Olive Crest, 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 Number 138-02-701-003 containing +/- 5 acres and two (2) buildings, to the East addressed as 4231 N Rancho Drive Las Vegas, NV 89130 known as the UMC Orthopedic and Spine Institute, and to the West addressed as 4233 N Rancho Drive Las Vegas, NV 89130 known as the UMC Rehabilitation Center ("Property") as depicted on Exhibit "A";

WHEREAS, LESSEE desires to lease a portion of the Property encumbering +/- 113,266 square feet of land including the UMC Rehabilitation Center as depicted in Exhibit "B" ("Premises") for the operation of a Children & Family Resource Center and construction of associated housing to serve at-risk youth who have aged out of the foster system; and

WHEREAS, the Premises leased herein to LESSEE are not needed for the public purposes of Clark 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 +/- 113,266 square feet of land, to include the +/- 15,710 square foot existing building addressed as 4233 N Rancho Drive Las Vegas, NV 89130 together with a non-exclusive access area as depicted on Exhibit "B".

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2. **TERM.**

2.1 The term of this Lease is Twenty-Five (25) years commencing upon approval of this Lease by the Board ("Commencement Date"), with the option to extend for one (1) additional Twenty-Five (25) year period to be exercised by giving formal written notice to COUNTY at least One (1) year before expiration of the Lease, 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 Lessee'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 Child & Family Resource Center which shall provide therapy, stabilization support, parenting and life-skills workshops, nutrition education, care coordination, emergency relief and other related civic services with the addition of sixteen (16) apartments (subject to zoning and entitlement requirements) for at-risk youth who have aged out of the foster system or are victims of sexual exploitation. 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 or Property. LESSEE shall not use or occupy the Premises or Property in violation of any law, covenant, condition, restriction, rule, or regulation affecting the Premises or Property. Upon notice from COUNTY, LESSEE shall immediately discontinue any use of the Premises or 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 or Property which will in any way obstruct or interfere with the rights of other lessees or occupants of the Property, or injure or annoy them, or use or allow the Premises or Property to be used for any unlawful purposes. LESSEE understands the University Medical Center (UMC) operates the Orthopedic and Spine Institute on a portion of the Property and no activities of the LESSEE shall interfere with UMC's operations.

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 two (2) years 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 or Property. However, LESSEE is permitted to make use of such materials that

Lease Agreement Between Clark County and Olive Crest

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 or Property.

5.8 LESSEE may, in support of its mission, charge a utility reimbursement fee for the residential housing to be constructed on the Premises to offset utility costs of such housing. Such fee shall be no more than proportionate actual costs incurred by LESSEE. Any revenue collected shall not be used for any function or expense of LESSEE not related to the Premises or its programming.

5.9 LESSEE shall have non-exclusive access to the parking stalls located on the Premises. LESSEE shall have ingress and egress rights through the existing parking lot located on the Property as reasonably necessary to access the Premises.

5.10 LESSEE shall ensure proper separation between the 4233 North Rancho building on the Premises and the 4231 North Rancho building on the Property, which may include fencing at the COUNTY's request.

6. SERVICE LEVEL REQUIREMENTS.

6.1. The COUNTY shall have priority placement rights for up to fifteen percent (15%) of any available unoccupied beds ("Referral Allocation"), provided that the individuals referred by the COUNTY meet the LESSEE's minimum qualification requirements which may include but are not limited to: age, foster care history, readiness requirements, application submission and interview process. Acceptance of a candidate is not guaranteed and shall be determined solely by LESSEE based on compliance with program requirements at the time of application and during occupancy. LESSEE shall not be obligated to accept any referral that does not meet program eligibility or who fails to complete the interview process successfully. If, at the time of a COUNTY referral, no beds are available and the referred individual satisfies the LESSEE's minimum qualifications, such individual shall receive first priority placement upon a bed becoming available.

Nothing contained herein shall authorize the displacement of any existing residents, nor shall it entitle the COUNTY to priority placement once the COUNTY has reached its Referral Allocation. LESSEE shall not be required to solicit referrals from the COUNTY.

6.2 Commencing one (1) year after the Effective Date and on every anniversary year thereafter, LESSEE shall provide the COUNTY with a copy of the IRS filing confirming their 501(c)(3) status.

7. REPAIRS AND MAINTENANCE.

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7.1 LESSEE shall accept the Premises in as-is condition and shall maintain the Premises and all improvements in good order, condition, and repair.

7.2 LESSEE shall be responsible for repairs to the Premises or Property, the need for which arises out of (a) LESSEE's use or occupancy of the Premises or 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.

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

7.4 If LESSEE fails to repair the Premises or Property as provided in Subsection 7.2 above, COUNTY shall give LESSEE thirty (30) days notice to do such acts as are reasonably required to repair the Premises or 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 or 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 or Property.

7.5 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 or Property, including any structural damage, resulting from LESSEE's use of the Premises or Property, or resulting from the removal of LESSEE's property from the Premises or Property shall be repaired by LESSEE at LESSEE's expense. Any amount so expended by COUNTY shall be promptly paid by LESSEE.

7.6 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.

LESSEE shall provide and pay for any and all utilities, services, supplies, equipment, and employees required for its use of the Premises or Property. If any utilities are tied to the Property, LESSEE shall complete such actions as required to submeter the utilities to the Premises. For any utilities that are unable to be submetered and are tied to the Property, LESSEE shall pay its pro-rata share for such utility.

9. ALTERATIONS AND IMPROVEMENTS.

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9.1 LESSEE shall have the right, at its expense, to make structural or non-structural improvements or alterations to the existing building 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 improvements or alterations., which shall not be unreasonably withheld or delayed.

9.2 Upon the termination or expiration of this Lease, LESSEE shall have the right, at its expense, to remove any personal property or fixture 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.

10.1 LESSEE shall, at no cost or expense of the COUNTY, promptly undertake the planning, design and construction of the proposed housing and remodel of the building on the Premises within the timeframes listed below:

- (i) LESSEE shall commence design within twelve (12) months of the Effective Date
- (ii) LESSEE shall obtain land use approval within twenty-four (24) months of the Effective Date
- (iii) LESSEE shall obtain building department approval and commence construction within thirty-six (36) months of the Effective Date
- (iv) LESSEE shall complete construction within fifty-four (54) months of the Effective Date.
- (v) LESSEE shall commence operation of the Premises within sixty (60) 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 Premises 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 Premises. COUNTY is under no obligation to grant any permits, licenses, variances or other approvals but

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only to assist as needed as the owner of the Property and Premises. If LESSEE notifies the COUNTY within thirty (30) 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 building and construction costs for the proposed housing on the Premises ("TI's). 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.

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

11. INDEMNIFICATION.

LESSEE, its contractors, subcontractors and vendor agree 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 Premises or Property, occurring in, on or in the vicinity of the Premises or 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.

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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 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 Three Million Dollars (\$3,000,000) 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 in Exhibit "B" 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 Premises, 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.

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- (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.

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 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 TI construction on the Premises.
- (iii) LESSEE is unable to secure the necessary funding within eighteen (18) months of the Effective Date.

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13.5 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 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. The parties agree that LESSEE will not be required to remove the apartments and new buildings approved by the County. 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 Premises 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 LESSEE shall return any keys, remotes or access devices to the COUNTY including badges upon termination or expiration of this Lease.

15.3 If LESSEE fails to vacate the Premises upon termination or expiration of

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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.

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, occupancy of apartments units, 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.

18. ACCESS

COUNTY reserves the right to enter upon the Premises for the purposes of repairs, inspections, alterations, improvements etc. upon reasonable notice to 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:

Lease Agreement Between Clark County and Olive Crest

Clark County Real Property Management
Attention: Director
500 S. Grand Central Parkway, 4th Floor
Las Vegas, NV 89155-1825

To LESSEE:

Olive Crest
4285 N Rancho Drive, Suite 160
Las Vegas, NV 89130

20. WAIVER.

COUNTY's 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. LESSEE's 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 COUNTY 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 hereto. No representation or statement not expressly contained in this Lease or in any

Lease Agreement Between Clark County and Olive Crest

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 Olive Crest

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


COUNTY:

LESSEE:


CLARK COUNTY

OLIVE CREST

By _____
Shauna Bradley, Director
Real Property Management

By  _____
Donald A Verleur
CEO

APPROVED AS TO FORM

By  _____
Nichole Kazimirovich
Deputy District Attorney

Lease Agreement Between Clark County and Olive Crest

EXHIBIT "A"



Lease Agreement Between Clark County and Olive Crest

EXHIBIT "B"

PREMISES

113,266 SF
(HATCHED AREA)



Print

Owner Name(s): COUNTY OF

CLARK(JMC)

Jurisdiction: Las Vegas - 89130

Sale Price: Not Available

Construction Year: 1980

Aerial Flight Date: 2025-10-26

—

Annexes

—

1

Assessor's Parcel Map

Document Image Record

Recorder's Office Inform

Executive Cell Goldilocks M...

Flood Zone Information

Google Maps

Assessor Parcel Number Tree

Assessor Parcel Number Tree

Coords in State Plane ft. v

Flight Date: Most Current Flight

Current View: Parcel

1:1,000

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features as released



PREMISES

113,266 SF
(HATCHED AREA)

