

COOPERATIVE INTERLOCAL AGREEMENT

This COOPERATIVE INTERLOCAL AGREEMENT (this “**Agreement**”) is made and entered into the 19th day of June, 2009, by and between the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, a public agency of the State of Nevada (hereinafter referred to as “**NSHE**”), and the 99th Air Base Wing, Nellis Air Force Base, Nevada, (hereinafter referred to as “**NELLIS AFB**”).

WHEREAS, in 2005, NELLIS AFB participated with NSHE and other federal and local agencies to prepare a Preliminary Comprehensive Master Plan for the purpose of developing major academic and research programs and activities on approximately 2,009 acres of federal land located within the boundaries of the City of North Las Vegas, Nevada, and more particularly described on Exhibit “A” and graphically depicted on Exhibit “B”, both attached hereto and incorporated herein by this reference (the “**Land**”); and

WHEREAS, UNLV on behalf of NSHE and NELLIS AFB conducted further discussions during 2006, 2007, and 2008 to establish mutually acceptable conditions for the development of the proposed North Campus (as defined herein); and

WHEREAS, said discussions condition the conveyance of the Land upon NSHE and NELLIS AFB entering into a written agreement to address future uses and purposes of the Land, mutual approval of a master plan for the Land, and other obligations of the parties; and

WHEREAS, NELLIS AFB understands NSHE and the City of North Las Vegas, Nevada, a municipal corporation (“**CNLV**”), intend to enter into a separate agreement to establish community relationships, campus and off-campus development conditions and mutual responsibilities; and

WHEREAS, a successful development process requires a solid partnership between the parties.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, NSHE and NELLIS AFB agree as follows:

A. DEFINITIONS

1. “Board of Regents of the Nevada System of Higher Education” shall mean the Board referred to in Article 11, Section 4 of the Constitution of the State of Nevada.

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2. "Military Aircraft" shall mean any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air or space, regardless of the form of propulsion which powers said Military Aircraft.
3. "Nellis Small Arms Range" shall mean the approximate 10,800 acres of land withdrawn pursuant to Public Land Order 2936, 19 Mar 63, Revoked EO 8954, 27 Nov 41; T.18S, R.62E, secs. 32 to 36 inclusive, T.19S, R.62E, secs. 1 to 5 inclusive, secs. 8 to 11 inclusive, sec. 12 W½, secs. 16 and 17, T. 18S, R.63E, sec. 31 lots 1 to 4, inclusive, E½NW¼ and NE¼SW¼ and currently in use by NELLIS AFB.
4. "North Campus" shall mean the Land proposed for Congressional conveyance to NSHE for the establishment, operation, growth and maintenance of major academic and research programs and activities including any purpose that would generally be associated with an institution of higher learning, including academic facilities, research facilities, housing for students, faculty and NSHE affiliates, support facilities, commercial vendors and public-private development partnerships.
5. "North Campus Master Plan" shall mean the plan coordinated by UNLV that will set forth a physical framework to guide development of the North Campus. The physical master plan shall: (1) be based upon the UNLV North Campus Conceptual Master Plan, a copy of which is attached hereto as Exhibit "C," (the "**Conceptual Master Plan**"), but refine the development of the North Campus as directed by its academic programmatic needs and encompass elements of campus organization, land and building use, vehicular and pedestrian circulation, infrastructure, open space, relationship to the community, sensitivity to the campus site, and building design to ensure compliance with physical master plan principles; (2) guide the development of a physical plant that serves and supports the educational and research mission of UNLV and other NSHE institutions; and (3) create a physical environment that is sustainable and complements NSHE's educational purpose, encouraging social and intellectual interchange among students, faculty, staff, private partners and the greater community.

B. CONVEYANCE OF LAND FOR PUBLIC PURPOSE

1. Subject to the terms and conditions of this Agreement and the inclusion in the signed Congressional legislation, i.e. the Southern Nevada Higher Education Land Act of 2008 (the "**Congressional Legislation**"), of statutory protections for NELLIS AFB, NELLIS AFB agrees it will not oppose legislation by the United States to provide for the conveyance of the Land to NSHE on behalf of UNLV.
2. NSHE and NELLIS AFB recognize that acceptance of the Land by NSHE is predicated upon the successful remediation of all environmental conditions that exist on the North Campus portions of the former Nellis Small Arms Range. Said land was identified in United States Army Corps of Engineers reports from 1994

and 1996. Said remediation to be accomplished by the United States Army Corps of Engineers, as set out in the Final Site Inspection Report for the Formerly Used Defense Sites Military Munitions Recovery Program Site Inspection Project (J09NV051001), completed July 23, 2007 for the Department of the Army Corps of Engineers, Los Angeles District.

C. EASEMENTS AND RESTRICTIONS

1. For so long as the Department of Defense has an interest, the Land shall be subject to an avigation easements as follows:
 - a. as to Sections 6 and 7 of the Land, as more particularly described on Exhibit "A" and graphically depicted on Exhibit "B," an easement to make low and frequent flights above, over, and across the surface of the Land, to specifically include unfettered use of the airspace above the Land, between one hundred to five hundred feet above ground level (100' - 500' AGL); and
 - b. as to Section 18 of the Land, as more particularly described on Exhibit "A" and graphically depicted on Exhibit "B," an easement to make low and frequent flights above, over, and across the surface of the Land, to specifically include unfettered use of the airspace above the Land, between one hundred fifty feet to five hundred feet above ground level (150' - 500' AGL), unless NELLIS AFB approves any building or structure over 150' AGL in writing.
2. For so long as the Department of Defense has an interest, the Land shall be subject to an easement to generate, cause, create or allow, in all of the airspace above, over, and across the surface of the Land, noises, vibrations, sonic booms, chaff, flares, odors, vapors, fumes, dust, fuel, particles and all other effects that may be inherent in the operation of Military Aircraft, whether or not while directly over the Land.
3. For so long as the Department of Defense has an interest, the Land shall be subject to height restrictions as follows:
 - a. as to Sections 6 and 7, NSHE shall not build, construct, cause or permit to be built or constructed, or permit to remain, any building, structure or improvement that: (i) is one hundred feet above ground level (100' AGL) or greater; (ii) would interfere with the avigation easement set forth in Section C(1a) of this Agreement; or (iii) would violate any local, state, or federal law or regulation regarding the operation of Military Aircraft; and
 - b. as to Sections 18, without prior consent of NELLIS AFB, NSHE shall not build, construct, cause or permit to be built or constructed, or permit to remain, any building, structure or improvement that (i) is one hundred

fifty feet above ground level (150' AGL) or greater; (ii) would interfere with the rights conveyed by the avigation easement set forth in Section C(1b) of this Agreement; or (iii) would violate any local, state, or federal law or regulation regarding the operation of Military Aircraft.

4. NELLIS AFB acknowledges and agrees that Sections 6 and 7 may contain research, laboratory and testing facilities that may contain equipment or other apparatus that may create electrical, electronic, or other interference with radio, radar, microwave, or other similar means of aircraft communications, or that may make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or that may result in glare or other condition that would impair the vision of pilots, or that may otherwise endanger the operation of Military Aircraft. NSHE covenants and agrees not to use or permit the use of any such equipment or other apparatus in any manner that would cause such interference without prior approval, scheduling and coordination with NELLIS AFB.
5. NSHE hereby acknowledges that:
 - a. the Land is located in an area impacted by Military Aircraft noise and that present and future Military Aircraft noise may interfere with the unrestricted use and enjoyment of the Land;
 - b. Military Aircraft noise may change over time by virtue of greater numbers of Military Aircraft, louder Military Aircraft, variation in military training operations, and changes in airfield and air traffic control procedures;
 - c. the Land is located in an area impacted by noise from a live fire small arms range and that present and future noises from the live fire small arms range may interfere with the unrestricted use and enjoyment of the Federal land; and
 - d. noise from the live fire small arms range may change over time by virtue of louder weapons, variation in military training operations, and changes in small arms range or its procedures.

D. PLANNING AND DEVELOPMENT PROCESS

1. NSHE and NELLIS AFB agree to participate and collaborate in the preparation of a mutually agreeable North Campus Master Plan, subject to scope of work agreements with applicable consultants, which shall contain design and development standards of sufficient detail to ensure quality campus development and a seamless interface with the "University District," particularly the proposed commercial, mixed-use, and transit oriented developments to the west, leading to joint adoption of the North Campus Master Plan by both parties.

2. Both parties agree the UNLV North Campus Conceptual Master Plan shall be used as a framework for the development of the North Campus Master Plan and NELLIS AFB agrees that approval of the Master Plan shall not be unreasonably withheld.
3. NSHE and NELLIS AFB agree to use their best efforts to complete the North Campus Master Plan within twenty-four (24) months after final patent of the Land to NSHE, or such longer period as may be mutually agreed upon by the parties.
4. NELLIS AFB acknowledges that NSHE will collaborate with CNLV to develop the North Campus Master Plan and that the design standards of the North Campus Master Plan shall seek to reflect NSHE design standards, as well as design guidelines and development standards as may be adopted jointly by NSHE and CNLV from time to time, in order to accommodate the adjacent uses of CNLV.
5. Preparation of the North Campus Master Plan will be a collaborative process between NSHE and NELLIS AFB and CNLV:
 - a. The process for developing the North Campus Master Plan will comply with physical master plan guidelines contained in NSHE Board of Regents Handbook Title 4, Chapter 14.
 - b. NELLIS AFB and NSHE acknowledge the North Campus Master Plan, once completed by the NSHE, NELLIS AFB and CNLV planning staff, will be: (1) subject to public input requirements of CNLV; and (2) subject to adoption by the Board of Regents of the Nevada System of Higher Education, NELLIS AFB and the North Las Vegas Council. Should any approving body adopt the North Campus Master Plan with any changes or revisions after another approving body has already adopted the North Campus Master Plan, the plan shall be re-referred to those other approving bodies for approval of all changes or revisions.
 - c. Amendments to the North Campus Master Plan shall be subject to review and approval by NELLIS AFB.
 - d. The North Campus Master Plan will designate areas of the campus in the following categories: (i) academic use areas, which will include those improvements/buildings primarily intended for academic, academic support and student life, together with supporting infrastructure; and (ii) non-academic use areas, which are uses not directly relating to the academic mission of NSHE, its member institutions or student life. The North Campus Master Plan will establish basic standards for development applicable to academic and non-academic uses, but will also allow for appropriate flexibility to meet long-term changes in NSHE's academic needs.

E. INTERGOVERNMENTAL ISSUES

1. Both parties agree to maintain continuing cooperation on all legislative matters, local, state or federal, that impact the development or operation of the North Campus.
2. Neither party shall seek amendments to the provisions of the Congressional Legislation related to the North Campus without consent of the other party.
3. Both parties agree to the establishment of a two-tiered planning group to continue implementation of the North Campus Master Plan, as well as a process for the preparation, review and completion of North Campus plans and projects governed by this Agreement and/or the Congressional Legislation. The organization and process shall include:
 - a. An executive board (the “**Executive Committee**”) comprised of the following leaders or their designees:
 - i. Chancellor, NSHE
 - ii. Presidents of the four NSHE institutions in Southern Nevada (UNLV, Nevada State College, College of Southern Nevada, and Desert Research Institute)
 - iii. Executive Vice President/Provost, UNLV
 - iv. Commander, 99th Air Base Wing, Nellis AFB
 - v. Director, Public Partnerships, 99th Air Base Wing, Nellis AFB
 - vi. CNLV staff designated by its City Manager
 - b. A North Campus planning committee comprised of selected facilities management, engineering, planning and legal representatives of NSHE, NELLIS AFB, and CNLV as determined by the Chancellor, NSHE; Presidents, NSHE Institutions; Commander, 99th Air Base Wing; and City Manager, CNLV (“**Planning Task Force**”). Members of the Planning Task Force will also participate in the activities of the North Campus Task Force created by NSHE and CNLV in 2003.
 - c. The Planning Task Force’s management and staff support will be provided by UNLV. Initial procedures will include:
 - i. Establishment of a meeting schedule of sufficient frequency to guide the property acquisition, environmental remediation, and master planning processes and to regularly update the Executive Board.
 - ii. Development of master plan progress scope, group objectives, budget, processes, responsibilities and schedule for completion and review of the North Campus Master Plan.

- iii. Preparation of procedures for review and progress of the North Campus Master Plan and subsequent activities requiring approval by NSHE and NELLIS AFB.
- iv. Preparation of the master plan scope of work, budget and other documentation required to contract professional campus planning consultant(s) as determined necessary to implement the North Campus Master Plan.

F. INDEMNIFICATION

To the extent authorized by law, specifically, Nevada Revised Statutes Chapter 41, each party agrees to indemnify, defend and hold harmless the other party (and its officers, employees, agents and representatives) from and against all claims, liabilities, expenses, costs, liens and judgments relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such party, its tenants and subtenants, and the contractors, employees, agents, suppliers, purveyors, customers, licensees and invitees of each of them. The parties do not waive and intend to assert all defenses and immunities that are available to them by law.

G. MISCELLANEOUS

1. Term and Termination. This Agreement and the obligations and conditions herein contained, including, without limitation, those concerning avigation and noise easements, shall run with and burden the Land and be binding upon and inure to the benefit of NSHE, its successors and assigns. This Agreement shall terminate by mutual agreement of the parties or in the event the Land reverts to the United States.
2. Notices. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be personally delivered or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, to the Party at the address listed below:

To NSHE: University of Nevada, Las Vegas
Senior Vice President of Finance and Business
4505 Maryland Parkway
Box 451004
Las Vegas, NV 89154-1004

To NELLIS AFB: Commander, 99th Air Base Wing
4430 Grissom Avenue, Suite 101
Nellis AFB, NV 89191-6520

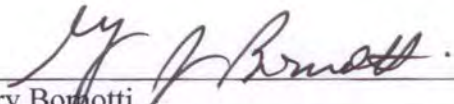
3. Governing Law and Jurisdiction. This Agreement shall be interpreted and construed in accordance with the laws of the State of Nevada, and any action or proceeding instituted to enforce its provisions shall be litigated and determined in a court of competent jurisdiction.
4. Severability. Invalidation of any covenant, condition, restriction, term or provision of this Agreement by judgment, court order or otherwise shall in no way affect any other covenant, condition, restriction, term or provision, each of which shall remain in full force and effect.
5. No Waiver. The failure of any Party to insist upon strict performance of any of the obligations, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said Party may have and shall not be deemed a waiver of any subsequent breach or default in any of the obligations, conditions or agreements contained herein by the same or any other Party.
6. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between any of the Parties.
7. Third-Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.
8. Integration. This Agreement, together with any attachments, exhibits or amendments thereto, constitutes the entire agreement between the parties and supersedes all previous contracts, whether written or oral, between the Parties with respect to the subject matter hereof, whether expressed or implied and shall bind the Parties unless the same be in writing and signed by the Parties.
9. Modification. This Agreement may be modified upon the mutual consent of the parties, provided such modification is in writing and agreed upon and signed by the same parties or the successors of those parties who signed the original agreement. Upon notification by a party wishing to modify this Agreement, the other party has 90 days to review the request and decide whether to accept, reject or negotiate modified language with the requesting party. No amendment shall be effective until fully executed by the parties or the date indicated in the modification itself, as applicable. There shall be no ex post facto modifications to this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

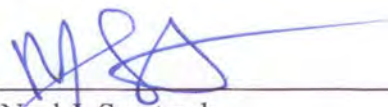
NEVADA SYSTEM OF HIGHER EDUCATION,
on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS

Recommended:




Gerry Boniotti ~~15~~
Senior Vice President for Finance and Business
University of Nevada, Las Vegas

Recommended:



Neal J. Smatresk 08/13/09
Acting President
University of Nevada, Las Vegas

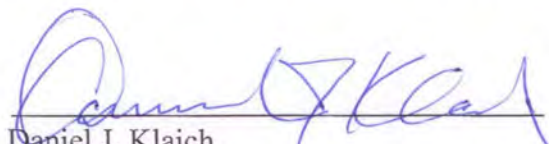
Approved as to Form:



Richard C. Linstrom
Vice President and General Counsel
University of Nevada, Las Vegas

BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION

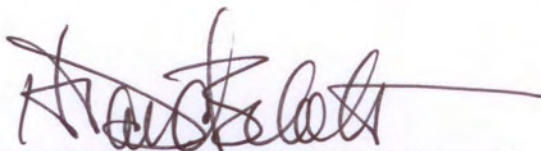
Date of Board of Regents approval: June 18-19 2009



Daniel J. Klaich
Chancellor



Commander, 99th Air Base Wing, Nellis AFB, NV

A handwritten signature in dark ink, appearing to read "Howard D. Belote", with a long horizontal line extending to the right from the end of the signature.

HOWARD D. BELOTE
Colonel, USAF
Commander

A small, stylized handwritten mark or signature located in the bottom right corner of the page.

Exhibit "A"

Mayor
Michael L. Montandon

Council Members
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason



City Manager
Gregory E. Rose
Assistant City Manager
Dan Tarwater

Public Works Department • James A. Bell, P.E., Director

50 East Brooks Avenue • North Las Vegas, Nevada 89030
Telephone: (702) 633-1306 • Fax: (702) 642-2633
www.cityofnorthlasvegas.com

EXPLANATION: This description represents lands for the proposed UNLV - North Las Vegas Campus expansion lying north of Clark County Route 215, between Pecos Rd. and Lamb Blvd. within Sections 18 and 19, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County, Nevada and is intended to be used to accompany the R&PP application to the BLM.

This description was prepared from record information and is not the result of a field survey.

PARCEL DESCRIPTION

All of Sections 6, 7 & 18, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County, Nevada.

And

The North Half (N ½) of Government Lot 1,
The North Half (N ½) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼),
The North Half (N ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) and
The North Half (N ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼)
of Section 19, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County, Nevada.

Containing 2009.45 Acres, more or less as shown on BLM Land Records.

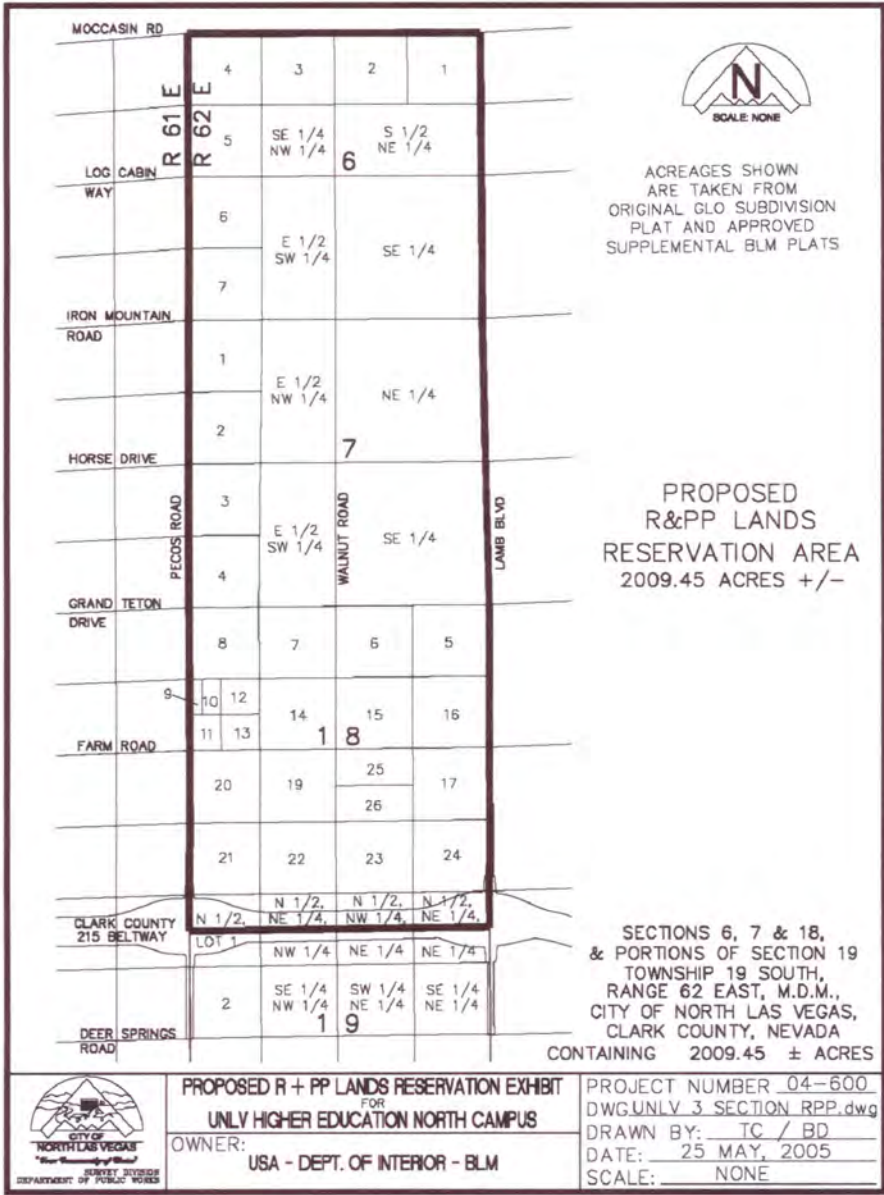
Prepared by:

Bartlett C Dalton, PLS
City Surveyor
50 East Brooks Avenue
North Las Vegas, NV 89030
Nevada Certificate 10160
Expires December 31, 2006

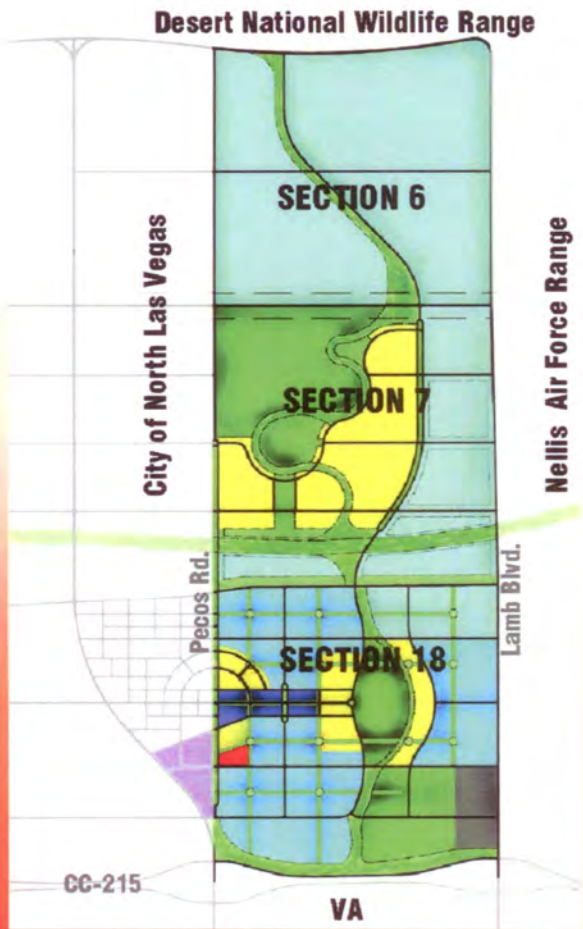


25 May 05

Exhibit "B"



Handwritten initials/signature.



Pre-Decisional Site Plan

SECTION 18: Comprehensive Campus

SECTION 7: Recreation/Residential Specialized Research

SECTION 6: Large Area Research

Legend of Land Uses:

-  Academics / Research
-  Specialized Research
-  Initial Building at UNLV North Campus
-  Residential
-  Recreation / Athletic
-  Civic Wedge
-  Transit
-  Support Services

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