



Board of Commissioners:

Tick Segerblom, Chairperson
Nancy E. Brune, Vice-Chairperson
Larry Blackman, Commissioner
Marissa Brown, Commissioner
Richard Cherchio, Commissioner
Carrie Cox, Commissioner
Michael Dismond, Commissioner
William McCurdy II, Commissioner
LuChana Turner, Commissioner
Lewis Jordan, Executive Director

**NOTICE FOR THE SPECIAL MEETING OF THE
BOARD OF COMMISSIONERS OF
THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
ON THURSDAY, AUGUST 7, 2025
AT 9:00 A.M.
IN THE COMMISSION CHAMBERS
340 N. 11TH STREET, LAS VEGAS, NEVADA**

If you wish to speak on an item marked "For Discussion and Possible Action" appearing on this agenda, please fill out a Public Comment Interest Card, which is located in front of the Commission Chambers, and submit the comment card to staff sitting in the Commission Chambers. If you wish to speak to the Board about items within its authority but not appearing as an "Action" item on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address, and spell your last name for the record. If any member of the Board wishes to extend the length of a presentation, this will be done by the Chairperson or the Board by majority vote.

The agenda is available on the Southern Nevada Regional Housing Authority website, <http://www.snrha.org>. For copies of agenda items and supporting backup materials, please contact Ms. Theresa Garzon, Executive Coordinator, at (702) 477-3110 or tgazon@snvrha.org. A recording of the meeting is posted on the agency's website or can be obtained on a flash drive by contacting Mr. Tommy Albert, Information Security Officer, at (702) 477-3160 or talbert@snvrha.org. For more information regarding the Southern Nevada Regional Housing Authority, you may call (702) 477-3100 or visit our website at <http://www.snrha.org>.

To practice social distancing, a limited number of seats will be available to the public. If you would like to provide public comment or citizen participation, please provide your statements to include your name and address to Ms. Theresa Garzon, Executive Coordinator, at tgazon@snvrha.org before 9:00 AM on Thursday, July 17, 2025. Your comments and participation will be read into the record.

The meeting has been properly noticed and posted in the following locations:

Southern Nevada Regional Housing Authority
Administrative Office (North Campus)
340 N. 11th Street
Las Vegas, NV 89101
(Principal Office)

Southern Nevada Regional Housing Authority
Housing Programs Office
380 N. Maryland Pkwy
Las Vegas, NV 89101

Clark County Government Center
500 S. Grand Central Pkwy.
Las Vegas, NV 89155

City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

City of Henderson
240 Water Street
Henderson, NV 89015

City of North Las Vegas
2250 N. Las Vegas Blvd.
North Las Vegas, NV 89030

SECTION 1. OPENING CEREMONIES

1. ROLL CALL

2. PUBLIC COMMENT

Public comment during this portion of the Agenda must be limited to matters on the agenda for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, will be limited to three (3) minutes. If any member of the Board wishes to extend the length of a presentation, this will be done by the Chairperson or the Board by majority vote. Public comment that is repetitious, slanderous, offensive, and inflammatory amounts to personal attacks or interferes with the rights of other speakers is not allowed. Any person who acts in violation of these rules will be excused for the remainder of the meeting.

3. APPROVAL OF MINUTES: APPROVAL WILL TAKE PLACE AT THE NEXT REGULAR BOARD MEETING

4. APPROVAL OF AGENDA WITH THE INCLUSION OF ANY EMERGENCY ITEMS AND DELETION OF ANY ITEMS. (FOR DISCUSSION AND POSSIBLE ACTION)

SECTION 2. BUSINESS ITEMS: NO ITEMS

5. Receive report from the Executive Director on administrative and operational activities of the agency

SECTION 3. CONSENT AGENDA: NO ITEMS

- The Board of Commissioners for the Southern Nevada Regional Housing Authority may remove an item from the agenda or delay discussion and action relating to an item at any time.
- Consent Agenda - The Board of Commissioners considers all matters in this sub-category to be routine and may be acted upon in one motion. Most agenda items are phrased for positive action. However, the Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Commissioner requests that an item be taken separately. The Chair will call for public comment on these items before a vote. For all items left on the Consent Agenda, the action taken will be the staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Commission members at the meeting will be heard following the Commissioners'/Executive Director's Recognition Section.

SECTION 4. COMMISSIONERS'/EXECUTIVE DIRECTOR'S RECOGNITIONS

6. Acknowledgement of our Departed

SECTION 5. ITEMS TAKEN SEPARATELY FROM THE CONSENT AGENDA

Development and Modernization

7. Approval to Enter Into a Right-Of-Entry Agreement with MM Demo, L.L.C. in the amount \$1,052,634.27

Background: On July 16, 2024, the SNRHA and its partner the City of Las Vegas were awarded a Choice Neighborhoods Initiative Implementation (CNI) Grant from HUD in the amount of \$50 Million dollars for the comprehensive redevelopment of the Marble Manor public housing development located in the Historic Westside. Brinshore Development, L.L.C. was chosen as the development partner for this project.

Brinshore Development, L.L.C. created an affiliate company, MM Demo, L.L.C., (the Demo Agent) to perform the demolition of Phase I of the project. The SNRHA and the Demo Agent will enter into a Right-Of-Entry Agreement in the amount of \$1,052,634.27 to reimburse the demolition costs to the Demo Agent. The SNRHA will advance the demo costs and then be reimbursed with Community Development Block Grant (CDBG) Funds from the City of Las Vegas.

Action Requested: The Executive Director requests Board approval to enter into a Right-Of-Entry Agreement with MM Demo, L.L.C. in the amount of \$1,052,634.27.

END OF ITEMS OPEN FOR DISCUSSION AND POSSIBLE ACTION

SECTION 6. NEW BUSINESS ITEMS - *New business items may be brought up during this time by any board member using the proper motion procedure. Items under this Section are open for discussion and possible action.*

COMMENTS BY THE GENERAL PUBLIC

Items raised under this portion of the Agenda cannot be deliberated or acted upon by the Board of Commissioners for the Southern Nevada Regional Housing Authority until the notice provisions of the Open Meeting Law have been complied with. If you wish to speak on matters not listed on the posted Agenda, please step to the podium and clearly state your name and address, and please spell your last name for the record. The amount of time any single speaker is allowed will be limited to three (3) minutes. Public comment that is repetitious, slanderous, offensive, and inflammatory amounts to personal attacks or interferes with the rights of other speakers is not allowed. Any person who acts in violation of these rules will be excused for the remainder of the meeting. All comments by speakers should be relevant to the Board of Commissioners of the Southern Nevada Regional Housing Authority.

ADJOURNMENT

RIGHT-OF-ENTRY AGREEMENT
(Marble Manor Demolition)

This **RIGHT-OF-ENTRY AGREEMENT** (this “**Agreement**”) is made as of _____, 2025 (the “**Effective Date**”), by and between **SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**, a public body politic and corporate created and existing under the laws of the State of Nevada (“**Authority**”), and **MM DEMO, LLC**, a Nevada limited liability company (“**Demo Agent**”).

RECITALS:

- A. The Authority is a public housing authority formed pursuant to Nevada Revised Statute, Chapter 315.7805. The Authority is the fee simple owner of certain improved land situated in Las Vegas, Nevada, consisting of approximately 35.74 acres bounded by W. Washington Avenue, H Street, W McWilliams Ave and N Street in Las Vegas, Nevada, and identified as Tax Map Key No. 139-28-702-001 (the “**Site**”).
- B. The Authority selected Brinshore Development, L.L.C., an Illinois limited liability company (“**Developer**”), as Master Developer for the Mixed Income Redevelopment of Marble Manor pursuant to a request for qualifications. The Authority determined that the Developer’s qualifications best met the needs of the Authority and entered into that certain Southern Nevada Regional Housing Authority Contract for Redevelopment (Marble Manor) dated October 15, 2020, as amended and restated by that certain Amended and Restated Master Development Agreement for Choice Neighborhoods Implementation Grant Marble Manor Transformation Plan dated March 28, 2025 (the “**Development Agreement**”) governing the rights and obligations of the Authority and the Developer concerning the planning, design, demolition, entitlement, construction, ownership, rental, management, and operation of the Marble Manor redevelopment project (the “**Redevelopment**”).
- C. The Authority and the Developer have determined that it is in the best interest of the Redevelopment to demolish the existing buildings and related structures on a portion of the Site that is more particularly depicted on **Exhibit A** attached hereto (the “**Demo Property**”).
- D. As permitted and contemplated by Section 2.1 of the Development Agreement, the Authority and the Developer have determined that an affiliate of the Developer, the Demo Agent, shall be responsible for overseeing the demolition activities.
- E. Toward that end, the Demo Agent entered into an *AIA Form A105 Short Form Agreement between Owner and Contractor* dated [July 21], 2025 in the amount of \$1,199,705.20 (the “**Contract**”) with Metcalf Builders, Inc. (“**General Contractor**”) to perform demolition and other work described in the Contract (the “**Contract Work**”).

- F. To enable the Demo Agent to perform the Contract Work, the Authority has agreed to provide a revocable temporary right of entry to enter the Demo Property in favor of Demo Agent and its agents, consultants, contractors or representatives, which shall include the General Contractor (collectively, “**Permittee**” and “**Permittees**”), in order to perform the Contract Work, described below, subject to the terms and conditions set forth herein.
- G. Authority has agreed to pay the Demo Agent for the Contract Work completed as set forth below.

AGREEMENT:

In consideration of the Recitals, the Authority and Demo Agent hereby agree as follows:

1. **GRANT OF LIMITED RIGHT OF ENTRY.** The Authority hereby grants to Permittee, and Permittee hereby accepts from the Authority, the limited right, upon the terms and conditions set forth in this Agreement, to enter upon the Demo Property solely for the Contract Work. Permittee shall not permit or conduct on the Demo Property any activities beyond the scope of or in breach of the Contract Work and this Agreement. All persons conducting work, studies or investigations on the Demo Property must wear a uniform or clearly visible identification tag that provides the name of such person and the name of the company or business they are representing. Each and any entry shall be made only during regular business hours.

2. **TERM.** This Agreement shall commence on _____, 2025 and continue until the earlier of (i) the completion of the Contract Work, or (ii) December 31, 2025, unless extended by the mutual consent of the parties, or sooner terminated in accordance with this Agreement (the “**Term**”). Demo Agent shall coordinate entry upon the Demo Property with the Authority in accordance with Section 8 of this Agreement.

3. **PROTECTION OF COMMUNITY.** The Demo Property is part of an on-going residential community and will continue to be so during the Term of this Agreement. Portions of the Site will be occupied by public housing residents while the Contract Work is underway. The Contract Work shall be performed with the highest degree of care so as to (a) permit the Marble Manor community to operate without material interference to any persons working or otherwise occupying or visiting its community, and (b) ensure the safety of persons and property thereon and adjacent thereto. The Demo Agent and its Permittees will use commercially reasonable efforts to ensure that the improvements on the perimeter of the Demo Property shall not be damaged or disturbed. The Demo Agent and its Permittees will use commercially reasonable efforts to avoid any disruption to any utility services to the existing Marble Manor community or to public housing residents occupying portions of the Marble Manor public housing development resulting from the Contract Work.

4. **REQUEST FOR DISBURSEMENTS.** Under the Development Agreement, the Authority is responsible for demolition activities unless undertaken by Developer by mutual agreement of the Authority and Developer. The Demo Agent, an affiliate of the Developer, is providing oversight of the Contract Work and causing the Contract Work to be performed for the

benefit of and on behalf of the Authority. The Authority has approved the Contract and the budget included therein. The Authority hereby agrees to promptly pay the Demo Agent on a monthly basis, but no later than fifteen (15) business days after receipt of a properly documented request for payment from the Demo Agent, which request shall include:

- (a) a letter from Demo Agent requesting a disbursement, containing any special funding instructions, requesting any required changes in the Contract Work, the budget, or the construction schedule;
- (b) a summary chart produced and certified by Demo Agent itemizing all costs previously paid and the amount requested to be disbursed, and the remaining balance;
- (c) a certificate from Demo Agent that the construction work and the materials for which the request for a disbursement is based have been completed and/or obtained in a workmanlike manner and in good working order in accordance with the Contract;
- (d) copies of any and all change orders, subcontracts not previously submitted, insurance contracts for subcontractors not previously submitted, inspection reports not previously submitted, and other documents relating to the Contract Work;
- (e) releases and waivers of liens, or copies of same, for all lienable work done and materials delivered and paid by the most recent disbursement;
- (f) the following reports required by the Authority: reports documenting compliance with 24 CFR 75 (more commonly known as "Section 3 Reports"), MBE/WBE requirements, and Davis Bacon wage rates, in the form required by the Authority; and
- (g) such other certificates, documents, information, or instruments as Authority shall reasonably require.

5. AUTHORITY'S RIGHT TO WITHHOLD DISBURSEMENTS. Any disbursement pursuant to this Agreement shall be contingent on the construction progressing substantially in accordance with the Contract. The Authority shall either: make the requested disbursement in accordance with this Agreement, or provide the Demo Agent with a written explanation of the denial of any disbursement request no later than the date the disbursement is otherwise due in accordance with the terms of this Agreement. Authority shall have the right to withhold disbursements in whole or in part if: (a) any mechanic's lien in connection with the Contract Work exists on the Demo Property which is not bonded off or released of record within thirty (30) days of Demo Agent's notice of such encumbrance; (b) there has been, in Authority's reasonable judgment, any uncorrected material violation of building, zoning or other applicable municipal, State or federal law, code, regulation or order relating to the Contract Work, or any public official or agency responsible for enforcing any of the foregoing shall have asserted a material violation of such law, code, regulation or order; (c) Contract Work is in any material respect not in accordance with Contract; (d) there has been any damage by fire or other casualty to the Demo Property (unless Demo Agent has deposited with Authority funds which, together with insurance proceeds received or to be received by the Authority and Demo Agent, aggregate

a sum sufficient, in Authority's reasonable judgment, to complete the Contract Work); or (e) Demo Agent is in default beyond any applicable notice and cure period under any obligation to Authority.

6. **PAYMENT TO CONTRACTOR.** The parties expressly acknowledge that all payments made by the Authority to Demo Agent pursuant to this Agreement shall be made for the benefit of the Contractor in accordance with the Contract, and that it is the sole responsibility of Demo Agent, and not the Authority, to ensure that all payments are properly and timely made to the Contractor. The Authority shall have no obligation or liability to Contractor for failure to make any payments under the Contract.

7. **NOTICES.** All notices to the Authority, including requests for reimbursement, and Demo Agent shall be sent to:

Authority: Southern Nevada Regional Housing Authority
340 North 11th Street
Las Vegas, NV 89101
Attention: Fred Haron
Email: fharon@snvrha.org

And

Email: fstafford@snvrha.org

Demo Agent: MM Demo, LLC
1803 Orrington Avenue, Suite 450
Evanston, IL 60201
Attn: David Brint
Email: davidb@brinshore.com

8. **TERMINATION.** Upon a material default by Demo Agent, Permittee or Authority under this Agreement, the non-defaulting party shall give written notice of such material default, with a right to cure such default of not less than thirty (30) days for non-monetary defaults, and ten (10) days for monetary defaults; provided, however, that if the nature of the non-monetary default is such that it cannot be cured within such thirty (30) day period, no non-monetary default shall be deemed to exist if the defaulting party commences the curing of the default promptly within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If the Authority or Demo Agent reasonably determines that the other party or Permittees, as applicable, is conducting illegal activities on the Demo Property, then this Agreement may be terminated by the non-defaulting party immediately upon written notice to the defaulting party. Termination of this Agreement shall not release the defaulting party of or from any liability or obligations arising out of or in connection with the acts or omissions of the defaulting party during the Term and the non-defaulting party shall have all remedies available to it at law or equity.

9. **CONDITION OF DEMO PROPERTY.** Upon expiration of the Term or sooner termination of this Agreement, Demo Agent shall, (a) cause the removal of all equipment brought to the Demo Property by them and their Permittees; and (b) repair any damage outside the Contract

Work to the Demo Property caused by Permittee or any of them, and return the Demo Property to a clean and orderly condition.

10. **PROHIBITED USES AND ACTIVITIES.** Except for reasonable, temporary signage addressing safety matters, and structures, fences, barricades, tanks, signage and other temporary improvements customary for the demolition work of a similar scope, Demo Agent shall not carry out other work except with the prior written consent of the Authority obtained in each case, which consent the Authority may withhold in its sole discretion.

11. **ENTRY NOTICE.** Demo Agent shall provide four (4) business days advance electronic mail notice to the Authority before any Permittee enters the Demo Property for the commencement of the Contract Work.

12. **PERFORMANCE AND PAYMENT BONDS.** The Demo Agent shall provide the Authority with evidence satisfactory to the Authority that the Contractor has provided 100% performance and payment bonds for the Contract Work before the Contractor begins the Contract Work.

13. **INSURANCE.** Prior to Demo Agent or any Permittee entering the Demo Property pursuant to this Agreement, the Demo Agent shall provide the Authority with satisfactory evidence of insurance. Demo Agent shall maintain the insurance set forth in subsection (a) below and any other Permittee shall maintain all of the following insurance coverage in full force and effect throughout the Term of this Agreement:

(a) **General Liability Insurance,** \$1 million per occurrence and \$2 million aggregate and, if applicable, Products Liability. This coverage shall include fire damage of \$50,000, medical expenses/personal injury of any one person of \$5,000, and a deductible not greater than \$1,000. The Authority shall be named as an additional insured on the certificate and the Demo Agent and any applicable Permittee shall provide an endorsement stating the same. If the Demo Agent or any applicable Permittee carries a deductible higher than \$1,000, in lieu of the required deductible, the Demo Agent or any applicable Permittee shall provide a statement of financial responsibility or provide an umbrella of additional coverage.

(b) **Workers' Compensation Insurance** for any Permittee, except Demo Agent, that employs more than one person.

(c) **Auto Liability Insurance,** \$1 million combined single limit or evidence of coverage for all vehicles that will be driven on the Demo Property.

14. **INGRESS/EGRESS/USE** Permittee shall not obstruct ingress and egress to and from the parking areas or driveways within the Demo Property, except as Permittee reasonably deems necessary or appropriate for the Contract Work. If applicable, Permittee shall not unreasonably impair the operations and use of the Demo Property by the other permittees on the Demo Property or their respective employees, agents, or invitees.

15. **COMPLIANCE WITH LAW.** Permittee, at all times during the Term, will observe and perform all laws, ordinances, rules, and regulations, now or hereafter made by any governmental authority, applicable to the Demo Property or Permittee's use of the Demo Property.

Permittee shall comply with all Davis Bacon and Section 3 requirements, as further described in the Development Agreement. Permittee must make all certifications listed in Exhibit B to the Development Agreement. Permittee will secure all necessary permits and governmental authorizations necessary or appropriate for the Contract Work, upon request therefor, shall provide true and complete copies thereof to the Authority. Without limiting the generality of the foregoing, Permittee shall take all necessary precautions to preclude (and shall be solely responsible for) any release or discharge of mud or other matter from the Demo Property to adjoining properties and public streets caused by or in connection with Permittee's activities.

16. **INDEMNITY.** Demo Agent shall defend, indemnify, and hold harmless the Authority, its employees, officers, agents, representatives, successors, and assigns ("**Indemnitees**") against any loss, cost, action, claim, damage, or injury arising out of the wrongful acts or omissions on the Demo Property by Permittee during the Term, including, but not limited to, property damage, personal injury, or wrongful death. Demo Agent's obligation to defend, indemnify, and hold harmless the Indemnitees shall survive the termination or expiration of this Agreement, notwithstanding any other provision to the contrary. Neither Demo Agent nor Permittee shall be responsible for, and such indemnification obligation shall exclude, any loss, cost, action, claim, damage, or injury arising from the acts or omissions of the Indemnitees, third-party occupants, or permittees (other than Permittee) with respect to their use and occupation of the Demo Property.

17. **NO LIENS.** Permittee and Authority will not commit or suffer any act or neglect whereby the Demo Property or any improvements thereon shall become subject to any attachment, judgment, lien, charge or encumbrance.

18. **HAZARDOUS MATERIALS.** Permittee and the Authority shall be bound under this Agreement to the same terms pertaining to hazardous materials as required under the Development Agreement.

19. **EXISTING LIENS AND EASEMENTS.** Demo Agent shall be solely responsible for any damage caused by any Permittee to the lines, pipes, conduits, easements, and rights of way of others in, on, under, over, across, or through the Demo Property. Neither Demo Agent nor Permittee shall be responsible for any acts or omissions of the Indemnitees or third-party occupants with respect to any damage caused by Indemnitees or third-party occupants to the lines, pipes, conduits, easements, and rights of way of others in, on, under, over, across, or through the Demo Property.

20. **ASSIGNMENT.** This Agreement shall not be assigned or transferred by Demo Agent to any other party without the prior written consent of the Authority. Demo Agent acknowledges and agrees that in the event that this Agreement is terminated due to a Demo Agent default hereunder, Demo Agent will assign to Authority all of its right, title and interest in and to (1) the Contract, provided Authority reimburses Demo Agent for the amounts paid by Demo Agent under the Contract and not yet reimbursed by the Authority, and (2) the work product arising from the Contract; and Demo Agent agrees to obtain from the General Contractor and Permittees their agreement to perform their services under such Contract to the Authority upon such assignment, provided the Authority continues to make such reimbursements as are required under the Contract.

21. **AMENDMENTS.** No amendment, modification, waiver, renewal or extension of this Agreement or any provision hereof, nor any consent to any departure therefrom by either party shall be effective unless the same shall be in writing and signed by both parties. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. Notice to, or demand on a party in any case shall not entitle either party to any other or further notice or demand in similar or other circumstances.

22. **BINDING EFFECT; NO THIRD PARTY BENEFICIARIES.** This Agreement shall be binding upon and inure to the benefit of the Demo Agent and the Authority and their respective successors and permitted assigns. Neither the General Contractor nor any other Permittees have any right to enforce this Agreement. There are no third party beneficiaries to this Agreement.

23. **GOVERNING LAW.** The laws of the State of Nevada shall govern the construction, validity, performance and enforcement of this Agreement.

24. **ATTORNEYS' FEES.** In the event of any dispute arising under this Agreement, each party shall be responsible for its own costs of suit, including attorneys' fees.

25. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be considered an original and all of which taken together shall constitute one instrument.

[signatures on the following page]

The Authority and Demo Agent have executed this Agreement as of the Effective Date.

**SOUTHERN NEVADA REGIONAL HOUSING
AUTHORITY**, a public body corporate and politic
“**Authority**”

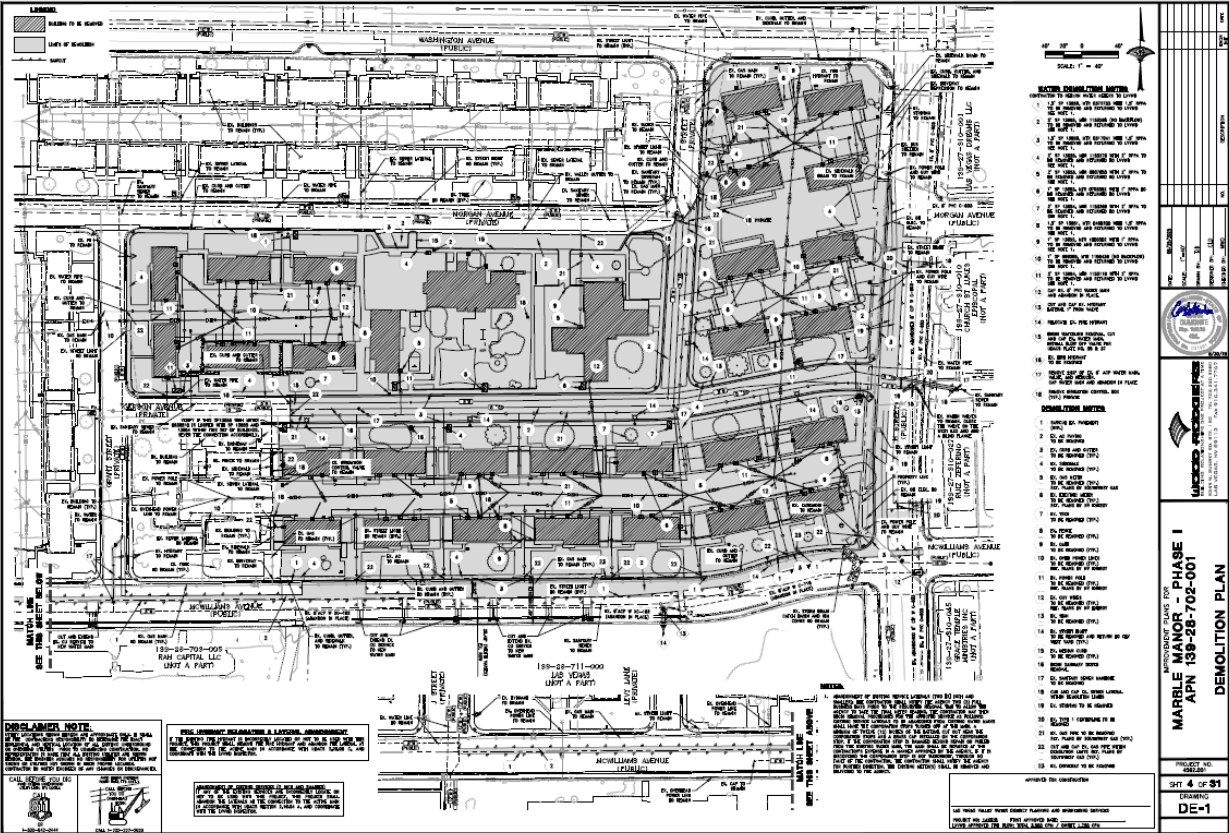
By: _____
Name: Lewis Jordan
Title: Executive Director

MM DEMO, LLC,
a Nevada limited liability company
“**Demo Agent**”

By: _____
Name: David B. Brint
Title: Authorized Signatory

EXHIBIT A

DEMO PROPERTY DEPICTION



RIGHT-OF-ENTRY AGREEMENT (Marble Manor Demolition)

This **RIGHT-OF-ENTRY AGREEMENT** (this “**Agreement**”) is made as of _____, 2025 (the “**Effective Date**”), by and between **SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**, a public body politic and corporate created and existing under the laws of the State of Nevada (“**Authority**”), and **MM DEMO, LLC**, a Nevada limited liability company (“**Demo Agent**”).

RECITALS:

- A. The Authority is a public housing authority formed pursuant to Nevada Revised Statute, Chapter 315.7805. The Authority is the fee simple owner of certain improved land situated in Las Vegas, Nevada, consisting of approximately 35.74 acres bounded by W. Washington Avenue, H Street, W McWilliams Ave and N Street in Las Vegas, Nevada, and identified as Tax Map Key No. 139-28-702-001 (the “**Site**”).
- B. The Authority selected Brinshore Development, L.L.C., an Illinois limited liability company (“**Developer**”), as Master Developer for the Mixed Income Redevelopment of Marble Manor pursuant to a request for qualifications. The Authority determined that the Developer’s qualifications best met the needs of the Authority and entered into that certain Southern Nevada Regional Housing Authority Contract for Redevelopment (Marble Manor) dated October 15, 2020, as amended and restated by that certain Amended and Restated Master Development Agreement for Choice Neighborhoods Implementation Grant Marble Manor Transformation Plan dated March 28, 2025 (the “**Development Agreement**”) governing the rights and obligations of the Authority and the Developer concerning the planning, design, demolition, entitlement, construction, ownership, rental, management, and operation of the Marble Manor redevelopment project (the “**Redevelopment**”).
- C. The Authority and the Developer have determined that it is in the best interest of the Redevelopment to demolish the existing buildings and related structures on a portion of the Site that is more particularly depicted on **Exhibit A** attached hereto (the “**Demo Property**”).
- D. As permitted and contemplated by Section 2.1 of the Development Agreement, the Authority and the Developer have determined that an affiliate of the Developer, the Demo Agent, shall be responsible for overseeing the demolition activities.
- E. Toward that end, the Demo Agent entered into an *AIA Form A105 Short Form Agreement between Owner and Contractor* dated [July 21], 2025 in the amount of ~~\$1,052,634.27~~ 1,199,705.20 (the “**Contract**”) with Metcalf Builders, Inc. (“**General Contractor**”) to perform demolition and other work described in the Contract (the “**Contract Work**”).

- F. To enable the Demo Agent to perform the Contract Work, the Authority has agreed to provide a revocable temporary right of entry to enter the Demo Property in favor of Demo Agent and its agents, consultants, contractors or representatives, which shall include the General Contractor (collectively, “**Permittee**” and “**Permittees**”), in order to perform the Contract Work, described below, subject to the terms and conditions set forth herein.
- G. Authority has agreed to pay the Demo Agent for the Contract Work completed as set forth below.

AGREEMENT:

In consideration of the Recitals, the Authority and Demo Agent hereby agree as follows:

1. **GRANT OF LIMITED RIGHT OF ENTRY.** The Authority hereby grants to Permittee, and Permittee hereby accepts from the Authority, the limited right, upon the terms and conditions set forth in this Agreement, to enter upon the Demo Property solely for the Contract Work. Permittee shall not permit or conduct on the Demo Property any activities beyond the scope of or in breach of the Contract Work and this Agreement. All persons conducting work, studies or investigations on the Demo Property must wear a uniform or clearly visible identification tag that provides the name of such person and the name of the company or business they are representing. Each and any entry shall be made only during regular business hours.

2. **TERM.** This Agreement shall commence on _____, 2025 and continue until the earlier of (i) the completion of the Contract Work, or (ii) December 31, 2025, unless extended by the mutual consent of the parties, or sooner terminated in accordance with this Agreement (the “**Term**”). Demo Agent shall coordinate entry upon the Demo Property with the Authority in accordance with Section 8 of this Agreement.

3. **PROTECTION OF COMMUNITY.** The Demo Property is part of an on-going residential community and will continue to be so during the Term of this Agreement. Portions of the Site will be occupied by public housing residents while the Contract Work is underway. The Contract Work shall be performed with the highest degree of care so as to (a) permit the Marble Manor community to operate without material interference to any persons working or otherwise occupying or visiting its community, and (b) ensure the safety of persons and property thereon and adjacent thereto. The Demo Agent and its Permittees will use commercially reasonable efforts to ensure that the improvements on the perimeter of the Demo Property shall not be damaged or disturbed. The Demo Agent and its Permittees will use commercially reasonable efforts to avoid any disruption to any utility services to the existing Marble Manor community or to public housing residents occupying portions of the Marble Manor public housing development resulting from the Contract Work.

4. **REQUEST FOR DISBURSEMENTS.** Under the Development Agreement, the Authority is responsible for demolition activities unless undertaken by Developer by mutual agreement of the Authority and Developer. The Demo Agent, an affiliate of the Developer, is providing oversight of the Contract Work and causing the Contract Work to be performed for the

benefit of and on behalf of the Authority. The Authority has approved the Contract and the budget included therein. The Authority hereby agrees to promptly pay the Demo Agent on a monthly basis, but no later than fifteen (15) business days after receipt of a properly documented request for payment from the Demo Agent, which request shall include:

- (a) a letter from Demo Agent requesting a disbursement, containing any special funding instructions, requesting any required changes in the Contract Work, the budget, or the construction schedule;
- (b) a summary chart produced and certified by Demo Agent itemizing all costs previously paid and the amount requested to be disbursed, and the remaining balance;
- (c) a certificate from Demo Agent that the construction work and the materials for which the request for a disbursement is based have been completed and/or obtained in a workmanlike manner and in good working order in accordance with the Contract;
- (d) copies of any and all change orders, subcontracts not previously submitted, insurance contracts for subcontractors not previously submitted, inspection reports not previously submitted, and other documents relating to the Contract Work;
- (e) releases and waivers of liens, or copies of same, for all lienable work done and materials delivered and paid by the most recent disbursement;
- (f) the following reports required by the Authority: reports documenting compliance with 24 CFR ~~135~~75 (more commonly known as “Section 3 Reports”), MBE/WBE requirements, and Davis Bacon wage rates, in the form required by the Authority; and
- (g) such other certificates, documents, information, or instruments as Authority shall reasonably require.

5. AUTHORITY’S RIGHT TO WITHHOLD DISBURSEMENTS. Any disbursement pursuant to this Agreement shall be contingent on the construction progressing substantially in accordance with the Contract. The Authority shall either: make the requested disbursement in accordance with this Agreement, or provide the Demo Agent with a written explanation of the denial of any disbursement request no later than the date the disbursement is otherwise due in accordance with the terms of this Agreement. Authority shall have the right to withhold disbursements in whole or in part if: (a) any mechanic’s lien in connection with the Contract Work exists on the Demo Property which is not bonded off or released of record within thirty (30) days of Demo Agent’s notice of such encumbrance; (b) there has been, in Authority’s reasonable judgment, any uncorrected material violation of building, zoning or other applicable municipal, State or federal law, code, regulation or order relating to the Contract Work, or any public official or agency responsible for enforcing any of the foregoing shall have asserted a material violation of such law, code, regulation or order; (c) Contract Work is in any material respect not in accordance with Contract; (d) there has been any damage by fire or other casualty to the Demo Property (unless Demo Agent has deposited with Authority funds which, together with insurance proceeds received or to be received by the Authority and Demo Agent, aggregate

a sum sufficient, in Authority's reasonable judgment, to complete the Contract Work); or (e) Demo Agent is in default beyond any applicable notice and cure period under any obligation to Authority.

6. **PAYMENT TO CONTRACTOR.** The parties expressly acknowledge that all payments made by the Authority to Demo Agent pursuant to this Agreement shall be made for the benefit of the Contractor in accordance with the Contract, and that it is the sole responsibility of Demo Agent, and not the Authority, to ensure that all payments are properly and timely made to the Contractor. The Authority shall have no obligation or liability to Contractor for failure to make any payments under the Contract.

7. **NOTICES.** All notices to the Authority, including requests for reimbursement, and Demo Agent shall be sent to:

Authority: Southern Nevada Regional Housing Authority
340 North 11th Street
Las Vegas, NV 89101
Attention: Fred Haron
Email: fharon@snvrha.org

And

Email: fstafford@snvrha.org

Demo Agent: MM Demo, LLC
1803 Orrington Avenue, Suite 450
Evanston, IL 60201
Attn: David Brint
Email: davidb@brinshore.com

8. **TERMINATION.** Upon a material default by Demo Agent, Permittee or Authority under this Agreement, the non-defaulting party shall give written notice of such material default, with a right to cure such default of not less than thirty (30) days for non-monetary defaults, and ten (10) days for monetary defaults; provided, however, that if the nature of the non-monetary default is such that it cannot be cured within such thirty (30) day period, no non-monetary default shall be deemed to exist if the defaulting party commences the curing of the default promptly within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If the Authority or Demo Agent reasonably determines that the other party or Permittees, as applicable, is conducting illegal activities on the Demo Property, then this Agreement may be terminated by the non-defaulting party immediately upon written notice to the defaulting party. Termination of this Agreement shall not release the defaulting party of or from any liability or obligations arising out of or in connection with the acts or omissions of the defaulting party during the Term and the non-defaulting party shall have all remedies available to it at law or equity.

9. **CONDITION OF DEMO PROPERTY.** Upon expiration of the Term or sooner termination of this Agreement, Demo Agent shall, (a) cause the removal of all equipment brought to the Demo Property by them and their Permittees; and (b) repair any damage outside the Contract

Work to the Demo Property caused by Permittee or any of them, and return the Demo Property to a clean and orderly condition.

10. **PROHIBITED USES AND ACTIVITIES.** Except for reasonable, temporary signage addressing safety matters, and structures, fences, barricades, tanks, signage and other temporary improvements customary for the demolition work of a similar scope, Demo Agent shall not carry out other work except with the prior written consent of the Authority obtained in each case, which consent the Authority may withhold in its sole discretion.

11. **ENTRY NOTICE.** Demo Agent shall provide four (4) business days advance electronic mail notice to the Authority before any Permittee enters the Demo Property for the commencement of the Contract Work.

12. **PERFORMANCE AND PAYMENT BONDS.** The Demo Agent shall provide the Authority with evidence satisfactory to the Authority that the Contractor has provided 100% performance and payment bonds for the Contract Work before the Contractor begins the Contract Work.

13. **INSURANCE.** Prior to Demo Agent or any Permittee entering the Demo Property pursuant to this Agreement, the Demo Agent shall provide the Authority with satisfactory evidence of insurance. Demo Agent shall maintain the insurance set forth in subsection (a) below and any other Permittee shall maintain all of the following insurance coverage in full force and effect throughout the Term of this Agreement:

(a) **General Liability Insurance**, \$1 million per occurrence and \$2 million aggregate and, if applicable, Products Liability. This coverage shall include fire damage of \$50,000, medical expenses/personal injury of any one person of \$5,000, and a deductible not greater than \$1,000. The Authority shall be named as an additional insured on the certificate and the Demo Agent and any applicable Permittee shall provide an endorsement stating the same. If the Demo Agent or any applicable Permittee carries a deductible higher than \$1,000, in lieu of the required deductible, the Demo Agent or any applicable Permittee shall provide a statement of financial responsibility or provide an umbrella of additional coverage.

(b) **Workers' Compensation Insurance** for any Permittee, except Demo Agent, that employs more than one person.

(c) **Auto Liability Insurance**, \$1 million combined single limit or evidence of coverage for all vehicles that will be driven on the Demo Property.

14. **INGRESS/EGRESS/USE** Permittee shall not obstruct ingress and egress to and from the parking areas or driveways within the Demo Property, except as Permittee reasonably deems necessary or appropriate for the Contract Work. If applicable, Permittee shall not unreasonably impair the operations and use of the Demo Property by the other permittees on the Demo Property or their respective employees, agents, or invitees.

15. **COMPLIANCE WITH LAW.** Permittee, at all times during the Term, will observe and perform all laws, ordinances, rules, and regulations, now or hereafter made by any governmental authority, applicable to the Demo Property or Permittee's use of the Demo Property.

Permittee shall comply with all Davis Bacon and Section 3 requirements, as further described in the Development Agreement. Permittee must make all certifications listed in Exhibit B to the Development Agreement. Permittee will secure all necessary permits and governmental authorizations necessary or appropriate for the Contract Work, upon request therefor, shall provide true and complete copies thereof to the Authority. Without limiting the generality of the foregoing, Permittee shall take all necessary precautions to preclude (and shall be solely responsible for) any release or discharge of mud or other matter from the Demo Property to adjoining properties and public streets caused by or in connection with Permittee's activities.

16. **INDEMNITY.** Demo Agent shall defend, indemnify, and hold harmless the Authority, its employees, officers, agents, representatives, successors, and assigns ("**Indemnitees**") against any loss, cost, action, claim, damage, or injury arising out of the wrongful acts or omissions on the Demo Property by Permittee during the Term, including, but not limited to, property damage, personal injury, or wrongful death. Demo Agent's obligation to defend, indemnify, and hold harmless the Indemnitees shall survive the termination or expiration of this Agreement, notwithstanding any other provision to the contrary. Neither Demo Agent nor Permittee shall be responsible for, and such indemnification obligation shall exclude, any loss, cost, action, claim, damage, or injury arising from the acts or omissions of the Indemnitees, third-party occupants, or permittees (other than Permittee) with respect to their use and occupation of the Demo Property.

17. **NO LIENS.** Permittee and Authority will not commit or suffer any act or neglect whereby the Demo Property or any improvements thereon shall become subject to any attachment, judgment, lien, charge or encumbrance.

18. **HAZARDOUS MATERIALS.** Permittee and the Authority shall be bound under this Agreement to the same terms pertaining to hazardous materials as required under the Development Agreement.

19. **EXISTING LIENS AND EASEMENTS.** Demo Agent shall be solely responsible for any damage caused by any Permittee to the lines, pipes, conduits, easements, and rights of way of others in, on, under, over, across, or through the Demo Property. Neither Demo Agent nor Permittee shall be responsible for any acts or omissions of the Indemnitees or third-party occupants with respect to any damage caused by Indemnitees or third-party occupants to the lines, pipes, conduits, easements, and rights of way of others in, on, under, over, across, or through the Demo Property.

20. **ASSIGNMENT.** This Agreement shall not be assigned or transferred by Demo Agent to any other party without the prior written consent of the Authority. Demo Agent acknowledges and agrees that in the event that this Agreement is terminated due to a Demo Agent default hereunder, Demo Agent will assign to Authority all of its right, title and interest in and to (1) the Contract, provided Authority reimburses Demo Agent for the amounts paid by Demo Agent under the Contract and not yet reimbursed by the Authority, and (2) the work product arising from the Contract; and Demo Agent agrees to obtain from the General Contractor and Permittees their agreement to perform their services under such Contract to the Authority upon such assignment, provided the Authority continues to make such reimbursements as are required under the Contract.

21. **AMENDMENTS.** No amendment, modification, waiver, renewal or extension of this Agreement or any provision hereof, nor any consent to any departure therefrom by either party shall be effective unless the same shall be in writing and signed by both parties. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. Notice to, or demand on a party in any case shall not entitle either party to any other or further notice or demand in similar or other circumstances.

22. **BINDING EFFECT; NO THIRD PARTY BENEFICIARIES.** This Agreement shall be binding upon and inure to the benefit of the Demo Agent and the Authority and their respective successors and permitted assigns. Neither the General Contractor nor any other Permittees have any right to enforce this Agreement. There are no third party beneficiaries to this Agreement.

23. **GOVERNING LAW.** The laws of the State of Nevada shall govern the construction, validity, performance and enforcement of this Agreement.

24. **ATTORNEYS' FEES.** In the event of any dispute arising under this Agreement, each party shall be responsible for its own costs of suit, including attorneys' fees.

25. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be considered an original and all of which taken together shall constitute one instrument.

[signatures on the following page]

The Authority and Demo Agent have executed this Agreement as of the Effective Date.

**SOUTHERN NEVADA REGIONAL HOUSING
AUTHORITY**, a public body corporate and politic
“**Authority**”

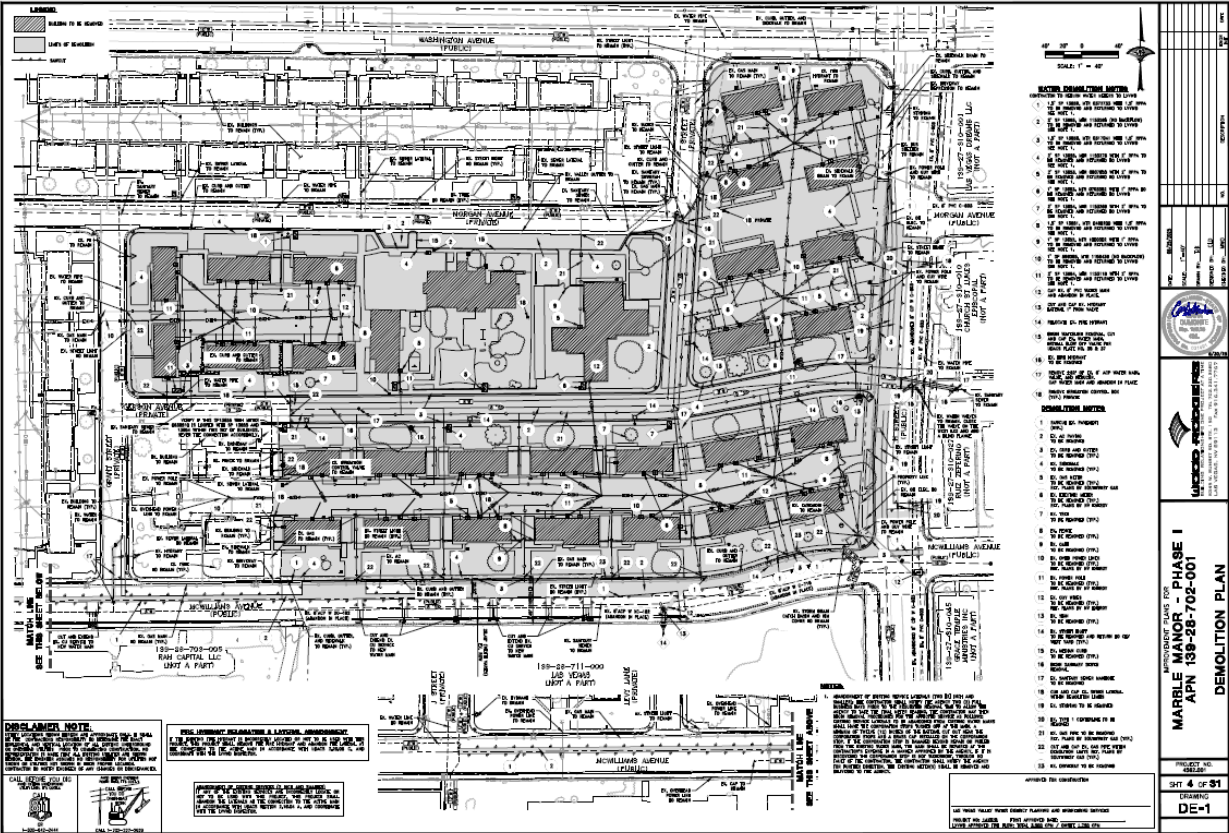
By: _____
Name: Lewis Jordan
Title: Executive Director

MM DEMO, LLC,
a Nevada limited liability company
“**Demo Agent**”

By: _____
Name: David B. Brint
Title: Authorized Signatory

EXHIBIT A

DEMO PROPERTY DEPICTION



Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 8/6/2025 9:03:40 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4933-2404-2066/12/Right of Entry Agreement.docx	
Modified DMS: nd://4933-2404-2066/13/Right of Entry Agreement.docx	
Changes:	
<u>Add</u>	3
Delete	3
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	6