

ACTIVATE, LLC

A to-be-formed IRC §501(c)(2) subsidiary of the
Economic Development Authority of Northern Nevada (EDAWN)
50 W Liberty St, Suite. 108
Reno, NV 89501
(775) 829-3700

February 5, 2025

VIA EMAIL

Eric P. Brown
Washoe County Manager
Office of the Washoe County Manager
1001 E. Ninth Street, Building A
Reno, NV 89512

Re: Non-Binding Letter of Intent re EDAWN/Washoe County Collaboration

Eric,

This non-binding letter of intent ("LOI") has been drafted for discussion purposes only and reflects the proposed terms for agreements ("Agreements") by and between (1) EDAWN for itself and on behalf of a to be formed limited liability company ("Activate") and (2) Washoe County ("Washoe"). This LOI does not reflect an offer, nor does it reflect an agreement between or among any of the parties referenced herein to enter any transaction(s) whatsoever. No Agreement shall be deemed to have occurred, and no such Agreement shall exist, unless and until the parties referenced herein enter into definitive written agreements evidencing such transactions. No legal or tax advice is given and each party is advised to consult with its own legal and tax advisors regarding the proposed terms discussed in this LOI. Upon agreement to the non-binding terms set forth herein, we agree to work in good faith to formalize agreements that incorporate the business points identified below. Nonetheless, the parties recognize and agree that any Agreement will contain additional, material terms that are not set forth herein and, therefore, that this LOI sets forth the parties' mutual intent only as to certain (but not all) of the material terms necessary for an Agreement; as such, it is not binding upon the parties and does not set forth the terms of a definitive, enforceable agreement. To be effective and binding, such Agreement, if ever made, must be in writing, fully executed by authorized representatives of the parties, and delivered to the other parties. The parties will execute individual agreements for different projects.

With the foregoing understood and agreed, and in order to further the EDAWN mission of providing, and Washoe's need for, collaborative, innovative, and strategic economic development leadership that promotes a competitive, prosperous, and growing Washoe economy that will improve the health and wellbeing as well as the service needs of Washoe residents and Washoe communities and enable Washoe to meet the need of Washoe residents for services, jobs and housing, Washoe and Activate here set forth the basic outline of terms for the creation of an Agreement, as follows:

1. Agreement Terms: Activate and Washoe shall form an Agreement as follows:
 - a. Purpose. The purpose of the Agreement is to assist Washoe in its effort to assure the appropriate use and positioning of its surplus land ("Land"), to promote and provide PPP Projects necessary to Washoe, and to prevent Washoe Land from lying fallow and burdening Washoe through the unnecessary cost and expense of maintenance, police and fire protection, and other public services. It is the parties' mutual intent to effectuate Washoe's need to support and sustain innovation, prosperity, growth, and housing availability in Washoe by encouraging private development of public property to facilitate needed projects for the public good and benefit ("PPP Projects"). Washoe does not have an economic development team so EDAWN would provide economic expertise to Washoe's benefit. EDAWN will help Washoe put Washoe's land to the highest and best use.

- b. Program Structure. To effectuate and facilitate PPP Projects, the parties shall establish a program to activate unutilized, underutilized, and/or misused property within Washoe (the "Program"):
- i. On a regularly recurring basis not less than once per Washoe fiscal year (July 1-June 30), Washoe and EDAWN shall collaboratively investigate, locate, and assess all land owned and/or otherwise controlled by Washoe and determine whether such land is or should be declared to be surplus land.
 - ii. On a regularly recurring basis not less than once per Washoe fiscal year (July 1-June 30), Washoe and EDAWN shall collaboratively investigate, locate, and assess all land within Washoe owned and/or otherwise controlled by other governmental agencies, including federal, state, and city entities, and determine whether such land is or should be declared to be surplus land and requested to be placed put into this Program.
 - iii. From the above lists and as EDAWN determines is appropriate for development of any particular PPP Project in its sole and unfettered discretion, EDAWN shall present to Washoe a list of one or more parcels of Land EDAWN believes should be transferred as provided herein to Activate, and, so long as the proposed use is mutually agreed, Washoe shall transfer such land to Activate as provided herein.
 - iv. Upon its receipt of Land, Activate shall effectuate the mutual agreement of the parties by running a process generally as follows:
 1. So long as the contemplated use is as agreed by Washoe, Activate shall have the sole and unfettered discretion as to how to execute any PPP Project and to conduct its search for private developers. For example:
 - a. Where Activate determines the scope and design of the PPP Project, it might choose to solicit requests for proposals (RFP).
 - b. Where Activate wants to solicit ideas on how to execute a proposed PPP Project for specific Land, it might choose to solicit requests for qualifications (RFQ).
 2. For each PPP Project, Activate and/or its selected developers shall comply with all Washoe rules and regulations respecting development and construction, including but not limited to building and other code compliance, permits, and inspections; provided, however, Washoe shall provide expedited plan check, permit issuance, and inspection services for all PPP Projects to ensure prompt delivery of projects needed for the public good and benefit.
 3. Washoe recognizes and agrees that, although Activate always will endeavor to secure development of an agreed use without additional contribution from Washoe, additional contributions from Washoe through incentives such as reduced or temporarily eliminated property taxes, extractions, and other Washoe customary costs, expenses, charges, demands, and requirements, and/or through Washoe monetary contributions might be required. While Washoe is not committing to provide any such reduced or eliminated requirements or contributions, Washoe agrees it shall consider any such request from Activate in good faith and shall do so where required to facilitate an agreed use and PPP Project.

- c. Fiscal Year 2024-2025 Other Available Land. Attached hereto as Exhibit A and incorporated herein is Washoe's list of Land available for transfer to Activate in accordance with Section 1.b.i above. Pursuant to Section 1.b.iii above, EDAWN shall select Land from the list to be transferred to Activate as it determines in its sole and unfettered discretion is needed to undertake one or more PPP Project(s).

2. Good Faith: As soon as reasonably practicable after the parties' execution of this LOI, the parties shall endeavor in good faith to reach agreement upon and to make and enter into a written, mutually satisfactory Agreement premised upon the basic terms and conditions contained herein plus such additional terms as either party deems necessary or prudent in its sole and exclusive discretion. Such agreement, when executed and delivered, shall be the Agreement between the parties hereto. Notwithstanding each parties' commitment to negotiate in good faith, neither party shall be liable to the other should they not be able to reach agreement, regardless of whether such failure to agree is the result of a failure to act in good faith or otherwise, and there shall be no binding or enforceable agreement between the parties unless and until a written agreement is executed by authorized representatives of each party and delivered by the parties.

3. Independence of the Parties. Nothing in any Agreement is intended to create or constitute a joint venture, partnership, or agency relationship between the parties. No party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other parties with respect to the matters governed by any Agreement. Without the prior written consent of the other party, no party may use the logo, trademark, name, or other sign of identification of the other party, unless otherwise expressly authorized. Each party shall undertake its efforts in regard to any Agreement independently, and no party shall be or be deemed to be the alter-ego of any other.

4. Non-Binding. This is a letter of intent only. This LOI is not legally binding on either party, notwithstanding anything to the contrary contained elsewhere in this LOI. Wherever words of agreement or similar import appear, they are used only to illustrate what might be contained in a future Agreement. This letter of intent is only an indication of the good faith intent of the parties to be detailed in a future Agreement, if the parties so agree. As such, the parties hereby agree that this LOI does not bind either party to the other and that any acts or omissions undertaken, or any costs or expenses incurred by either party following the acceptance or execution of this LOI, is at each respective party's sole risk and expense. Each party agrees that it is proceeding at its sole cost and expense and that either party may terminate negotiations at anytime and for any or no reason without liability or obligation whatsoever. No terms shall be final or binding on either party until a mutually satisfactory Agreement is executed by both parties and unconditionally delivered to both parties. Neither party shall treat this LOI as a promise by the other. Neither party shall rely on this LOI to its detriment or make a claim of promissory estoppel based on this LOI. This LOI may be modified or withdrawn by either party at any time without liability or obligation whatsoever.

If the above is acceptable to you, please countersign below where indicated.

Sincerely,

Economic Development Authority of Northern Nevada
for itself and on behalf of its to-be-formed IRC §501(c)(2)
subsidiary, which is contemplated to be Activate LLC,


By: _____
Taylor Adams,
its Authorized Representative

AGREED, ACCEPTED AND APPROVED:

Washoe County,

By: _____
Alexis Hill, Chair Washoe County Board of County Commissioners

Exhibit A – EDAWN/WC Letter of Intent

APN	Description	Year Acquired	Size
552-132-01	North Hills Boulevard	1995	4.435 AC
552-132-02	North Hills Boulevard	1995	8.120 AC
018-164-07	Budrow/Hunter Lake	1972	0.954 AC
008-123-10	1361 E. 10 th Street	1994	0.158 AC
008-123-11	1351 E. 10 th Street	2024	0.158 AC
080-283-03	Lemmon Valley/Chesapeake	1950's	8.388 AC
011-165-01	76 Court Street	2000	0.23 AC
011-135-02	201 S. Virginia Street	2000	0.23 AC
011-165-03	221 S. Virginia Street	2000	1.26 AC
011-165-04	225 S. Virginia Street	2000	0.102 AC
011-165-18	248 S. Sierra Street	2000	0.127 AC
011-165-23	275 S. Virginia Street	2000	0.242 AC
011-165-21	310 S. Virginia Street	2000	0.597 AC