

1 **RESOLUTION NO. RA-9-2016**

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3 **RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF THE**
4 **QUITCLAIM DEED FOR THE CITY CENTRE PARKING GARAGE AND THE**
5 **RELATED ASSIGNMENT OF PARKING AND RECIPROCAL EASEMENT**
6 **AGREEMENT; RATIFYING ACTIONS PREVIOUSLY TAKEN AND PERTAINING**
7 **TO THE FOREGOING BY THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY,**
8 **ITS OFFICERS AND EMPLOYEES AND PROVIDING FOR OTHER MATTERS**
9 **RELATING THERETO**

10 WHEREAS, The City of Las Vegas Redevelopment Agency, a public body corporate and
11 politic of the City of Las Vegas, Nevada (“Agency”), and Intown Office, LLC, a Nevada limited
12 liability company (“Developer”), entered into that certain Parking and Reciprocal Easement
13 Agreement dated as of June 26, 2000, recorded June 26, 2000 in Book 20000626 as Instrument
14 No. 01526 of the Official Records of Clark County, Nevada (the “Official Records”), as
15 amended by that certain Second Amendment to Development Agreement and Amendment to
16 Parking and Reciprocal Easement Agreement dated as of September 18, 2002 recorded October
17 10, 2002 in Book 20021010 as Instrument No. 02409 in the Official Records, as amended by that
18 certain Second Amendment to Parking and Reciprocal Easement Agreement dated February 15,
19 2012, recorded June 27, 2012 in Book 20120627 as Instrument No. 00369 in the Official
20 Records (collectively, as so amended, the “Original Parking Agreement”);

21 and

22 WHEREAS, Pursuant to the Original Parking Agreement, (i) the Agency constructed a
23 parking garage (the “Garage”) on that certain real property bearing APN 139-34-301-004 (the
24 “Garage Property”), and (ii) Developer constructed an office building on that certain real
25 property bearing APN 139-34-301-003 (the “Building Owner Property”); and
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1 WHEREAS, Pursuant to the Original Parking Agreement the Garage Property and the Building
2 Owner Property have reciprocal parking and easement rights; and

3 WHEREAS, in order for the City of Las Vegas ("City") to manage and operate the
4 Garage, Agency desires to convey the Garage and Garage Property to City by Quitclaim Deed
5 and to assign Agency's interest in the Original Parking Agreement by the Assignment of Parking
6 and Reciprocal Easement Agreement to City.
7

8 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE
9 CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
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11 1. All actions, proceedings, matters and things heretofore taken, had and done by the
12 Agency and the officers of Agency (not inconsistent with this Resolution) concerning the
13 transfer of the Garage and Garage Property to City and the execution and delivery of the
14 Quitclaim Deed and the Assignment of Parking and Reciprocal Easement Agreement are hereby
15 ratified, approved and confirmed.
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17 2. The Quitclaim Deed and Assignment of Parking and Reciprocal Easement
18 Agreement (the "Documents"), the forms of which are attached hereto to this Resolution as
19 Exhibits A and B, respectively, are hereby approved with such changes as are not inconsistent
20 with this Resolution and the appropriate officers of Agency are hereby authorized to execute and
21 deliver the Documents.
22

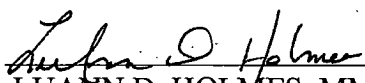
23 3. The officers of Agency be, and they hereby are, authorized and directed to take all
24 action necessary or appropriate to effectuate the provisions of this Resolution.
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1 PASSED, ADOPTED AND APPROVED BY THE GOVERNING BOARD OF THE
2 CITY OF LAS VEGAS REDEVELOPMENT AGENCY October 5, 2016.
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5 CITY OF LAS VEGAS REDEVELOPMENT
6 AGENCY

7 By: 
8 CAROLYN G. GOODMAN, Chair

9 ATTEST:

10 
11 LUANN D. HOLMES, MMC, Secretary
12

13 APPROVED AS TO FORM:

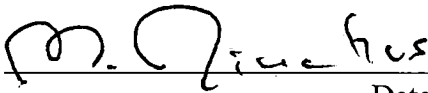
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15 Date 10-12-16
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EXHIBIT A
Form of Quitclaim Deed

APN: 139-34-301-004

When Recorded, Return
And Mail Tax Statements to:

City of Las Vegas
Economic and Urban Development Department
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Las Vegas Redevelopment Agency, a public body corporate and politic of the City of Las Vegas, Nevada, does hereby REMISE, RELEASE AND QUITCLAIM to the City of Las Vegas, a municipal corporation of the State of Nevada, the real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit A attached hereto, together with any and all singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED this _____ day of _____, 2016.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body corporate and politic of the City of
Las Vegas, Nevada

By: _____
Carolyn G. Goodman, Chair

Attest:

LuAnn D. Holmes, MMC, Secretary

Approved as to form:

Michael Niarchos, Esq Date

Exhibit A

Legal Description City Property

“THAT PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, AND THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.”

EXHIBIT B
Form of Assignment and Assumption of Parking Reciprocal Easement Agreement

APN: 139-34-301-004

Recorded at the Request of
And After Recording Return to:

City of Las Vegas Nevada
495 South Main Street, 6th Floor
Las Vegas, Nevada 89101
Attention: Brandy Stanley

**ASSIGNMENT AND ASSUMPTION OF PARKING
AND RECIPROCAL EASEMENT AGREEMENT**

THIS ASSIGNMENT OF PARKING AND RECIPROCAL EASEMENT AGREEMENT (“**Agreement**”) is entered into as of the ____ day of _____, 2016 (the “**Effective Date**”), by and between the CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada (“**City**”), and THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body corporate and politic of the City of Las Vegas, Nevada (“**Agency**”). City and Agency are individually referred to herein as a “**Party**” or collectively herein as “**Parties**”.

RECITALS:

WHEREAS:

A. Agency and Intown Office, LLC, a Nevada limited liability company (“**Developer**”), entered into that certain Parking and Reciprocal Easement Agreement dated as of June 26, 2000, recorded June 26, 2000 in Book 20000626 as Instrument No. 01526 of the Official Records of Clark County, Nevada (the “**Official Records**”), as amended by that certain Second Amendment to Development Agreement and Amendment to Parking and Reciprocal Easement Agreement dated as of September 18, 2002, by and between Agency and Developer, including that certain Parking Management Plan attached thereto as Attachment 4, recorded October 10, 2002 in Book 20021010 as Instrument No. 02409 in the Official Records, as amended by that certain Second Amendment to Parking and Reciprocal Easement Agreement dated February 15, 2012, by and between Agency and NNN City Centre Place, LLC, NNN City Centre Place I, LLC, NNN City Centre Place 2, LLC, NNN City Centre Place 3, LLC, NNN City Centre Place 4, LLC, NNN City Centre Place 5, LLC, NNN City Centre Place 6, LLC, NNN City Centre Place 7, LLC, NNN City Centre Place 8, LLC, NNN City Centre Place 9, LLC, NNN City Centre Place 10, LLC, NNN City Centre Place 12, LLC, NNN City Centre Place 13, LLC, NNN City Centre Place 14, LLC, NNN City Centre Place 15, LLC, NNN City Centre Place 17, LLC, NNN City Centre Place 18, LLC, and NNN City Centre Place 19, LLC, each one a Delaware limited liability company, each as successor-

in-interest to Developer (collectively, "NNN"), acting by and through Daymark Properties Realty, Inc., as agent for NNN, recorded June 27, 2012 in Book 20120627 as Instrument No. 00369 in the Official Records (collectively, as so amended, the "Parking Agreement").

B. Pursuant to the Parking Agreement, (i) the Agency constructed a parking garage (the "Garage") on that property identified as APN 139-34-301-004 and more particularly described on **Exhibit A** attached hereto (the "Property").

C. Concurrently with the execution of this Agreement, Agency has conveyed to City the Garage and Property by that certain Quitclaim Deed dated _____, 2016 and recorded on _____ as Instrument No. _____.

D. In connection with such conveyance, the Parties mutually desire to enter into this Agreement whereby (i) Agency assigns to City all of Agency's rights and obligations under the Agreement and (ii) City assumes all of Agency's rights and obligations under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the Parties hereby agree as follows:

1. Assignment. Agency hereby assigns, conveys and transfers to City as of the Effective Date all of Agency's right, title and interest in the Parking Agreement, including, without limitation, all of Agency's rights and obligations under the Parking Agreement.

2. Assumption. City hereby assumes as of the Effective Date, all of Agency's right, title and interest in the Parking Agreement, including, without limitation, all of Agency's rights and obligations under the Parking Agreement.

3. Liability. The Parties agree as follows:

(a) Agency shall hold harmless, indemnify and defend City from any and all actions, claims, liabilities and losses arising under the Parking Agreement from and attributable to the period prior to the Effective Date.

(b) City shall hold harmless, indemnify and defend Agency from any and all actions, claims, liabilities and losses arising under the Parking Agreement from and attributable to the period after the Effective Date.

4. Miscellaneous Provisions. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile or electronic mail transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada. The captions contained in this Agreement are for the convenience of the Parties and

shall not be construed so as to alter the meaning of the provisions of the Agreement. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written.

CITY OF LAS VEGAS, a political
subdivision of the State of Nevada

THE CITY OF LAS VEGAS
REDEVELOPMENT AGENCY, a public
body corporate and politic of the City of
Las Vegas, Nevada

By: _____
Carolyn G. Goodman, Mayor

By: _____
Carolyn G. Goodman, Chair

ATTEST:

ATTEST:

LuAnn D. Holmes, MMC
City Clerk

LuAnn D. Holmes, MMC
Secretary

APPROVED AS TO FORM

Michael Niarchos, Esq. Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this ____ day of _____,
2016 by Carolyn G. Goodman as Mayor of the city of Las Vegas.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____.

Notary Public

(SEAL)

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this ____ day of _____,
2016 by Carolyn G. Goodman as Chair of the city of Las Vegas Redevelopment Agency.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____.

Notary Public

(SEAL)

EXHIBIT A

“THAT PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, AND THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

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