

## REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, entered into this 29<sup>TH</sup> day of NOV. 2007 by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation of the State of Nevada and MARIA O. ZAPATA-ANGULO, an unmarried woman in her capacity as trustee of the MARIA O. ZAPATA-ANGULO REVOCABLE TRUST created and existing under and by virtue of an agreement dated February 1, 2006 (hereinafter "Seller"):

### WITNESSETH:

WHEREAS, the Seller owns certain real property that is located at:

316 N. 7<sup>th</sup> Street; APN: 139-34-512-053  
317 N. 7<sup>th</sup> Street; APN: 139-34-512-034  
321 N. 7<sup>th</sup> Street; APN: 139-34-512-052

hereinafter the "Property" depicted on the site map attached hereto as **Exhibit A**; and described further in **Exhibit B**;

WHEREAS, the City desires to purchase the Property from Seller, and

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions of the purchase and sale of the Property;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

#### 1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms by which the City shall purchase the Property from Seller as hereinafter described.

#### 2. THE PROPERTY

The Property consists of +/-0.16 acres; +/- 0.17 acres; +/-0.16 acres respectively; for a total of +/-0.49 acres; identified with APN: 139-34-512-053, 139-34-512-034, and 139-34-512-052, and are generally depicted in **Exhibit A** and legally described in **Exhibit B**, both of which are attached hereto and incorporated herein by this reference. The City hereby confirms its understanding that the Property is being conveyed and transferred in its present condition, and City hereby agrees to accept the Property in its existing condition and as of the close of escrow AS IS, WITH ALL FAULTS including, without limitation, any and all faults and conditions specifically identified and referenced in the Agreement. The City understands that, and hereby confirms its understanding that, the preceding sentence is a material inducement to Seller

entering into the sale transaction which is the subject of this Agreement. The City hereby represents and warrants that the City has been given a full and adequate opportunity, and the City hereby covenants and agrees to hereafter take advantage of every opportunity, prior to the close of escrow, to (i) examine, inspect and investigate every aspect of the Property which is the subject of the Agreement including, without limitation, all matters relating to zoning, access, use permit requirements, building code compliance, covenants, conditions and restrictions affecting the Property, and the physical condition of the Property, and (ii) review all relevant documents and materials concerning the Property; to acquire all knowledge concerning the condition and fitness of the Property and its suitability for every intended use. City hereby represents and warrants that the City is purchasing the Property, and the City covenants and agrees that the City will proceed to purchase the Property at the close of escrow, as a result of such examinations, inspections, investigations and review and not in reliance upon any representation, warranty, assurance, guaranty or promise of Seller or any person purporting to act on behalf of Seller other than those expressly set forth in this Agreement. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE CONDITION OR FITNESS OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY USE.

**3. GENERAL SCOPE OF ACQUISITION**

By executing this Agreement, the City agrees to purchase and the Seller agrees to sell the Property described above.

**4. ACQUISITION OF PROPERTY**

The Purchase Price for the Property is:

316 N. 7 <sup>th</sup> Street; APN: 139-34-512-053 @ \$75.00 psf =	\$522,459.00
317 N. 7 <sup>th</sup> Street; APN: 139-34-512-034 @ \$91.00 psf =	\$687,944.53
321 N. 7 <sup>th</sup> Street; APN: 139-34-512-052 @ \$75.00 psf =	\$525,726.00

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**Total:** **\$1,736,129.53**

(One Million Seven Hundred Thirty-Six Thousand, One Hundred Twenty-Nine and 53/100 dollars herein "Purchase Price"). The entire Purchase Price for the Property is due and payable at the close of escrow as described in Section 12. For purposes of determining the Purchase Price, the area of the Property does not include dedicated rights-of-way or any public or utility easement that is not available for use for buildings, parking or landscaping. No adjustments to the Purchase Price shall be made due to differing measurements of square footage or any other matters.

**5. GENERAL REPRESENTATIONS**

The City and the Seller each represent and warrant that:

- a. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on the parties;
- b. The execution, consent or acknowledgment of no other party is necessary to effect the obligations of the City or the Seller as provided in this Agreement;
- c. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement.

## 6. EARNEST MONEY DEPOSIT

Upon opening escrow herein, as set forth in Section 7 below, the City shall deliver to the Escrow Agent a deposit (the "Earnest Money Deposit") in the form of a check or wire transfer of funds in the amount of Ten Thousand Dollars (\$10,000.00).

Upon fulfillment of all conditions necessary to enable escrow to close the sale of the property, the Earnest Money Deposit shall be applied towards the Purchase Price. The parties shall each be responsible for ½ of all escrow fees and expenses relative to the Property conveyance; both parties shall not be obligated to pay any real property transfer taxes as the transfer is exempt therefrom with respect to this transaction. Any remaining funds from the Earnest Money Deposit shall be returned to the City following closing.

## 7. ESCROW

The parties agree to open an escrow with Nevada Title Commercial Division, (the "Title Company"), 2500 N. Buffalo Suite 150, Las Vegas Nevada with Kristin Ravelo, (702) 251-5106 as escrow agent (the "Escrow Agent"). This Agreement constitutes the joint escrow instructions of the City and the Seller, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The City and the Seller shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Unless otherwise specified in any supplemental escrow instructions, the terms of this Agreement shall prevail in the case of any conflict between this Agreement and such instructions. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Agreement relating to Escrow Agent in writing, delivered to the City and to the Sellers upon the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

The Seller shall timely and properly execute, acknowledge and deliver to the Escrow Agent the Grant, Bargain & Sale Deed conveying title to the Property in accordance with this Agreement in the form attached hereto as **Exhibit C**. Title to the Property shall vest in the name of the City subject to the following matters (collectively "Permitted Exceptions"):

- (1) All installments of local improvement and similar assessments which shall first become due following close of escrow.
- (2) Title exceptions arising by reason of any act, omission or activity of the City, its employees or contractors.
- (3) All facts and circumstances affecting title to the Property which appear as a matter of public record, as of October 22, 2007.
- (4) All discrepancies, boundary line conflicts, shortages of area, encroachments or other facts or circumstances which are not apparent from an examination of public records but which would be determined by an accurate survey of the Property.

Upon delivery of the deed to the Escrow Agent by the Seller and upon delivery by the City of the Purchase Price pursuant to this Agreement, the Escrow Agent shall record such deed when title can be vested and title insurance as required by Section 13 hereof can be provided in accordance with the terms and provisions of this Agreement. The Escrow Agent shall confirm that the City is exempt from paying any transfer tax with respect to the acquisition of the Property.

The Escrow Agent is authorized and instructed to:

- a. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Agreement and related solely to the acquisition and transfer of the Property. Before such payments are made, the Escrow Agent shall notify the City and the Seller of the fees, charges and costs necessary to clear title and close the escrow.
- b. Disburse funds and deliver the deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Seller;
- c. Obtain and charge the parties  $\frac{1}{2}$  each of the cost of a CLTA title insurance policy insuring title to the Property in conformance with the requirements of Section 13 of this Agreement. The additional cost of an ALTA survey policy if desired by the City shall be borne entirely by the City.
- d. Record any instruments delivered through this escrow, if necessary or proper, to vest title in accordance with the terms and provisions of this Agreement.
- e. Prior to closing determine and confirm the complete and accurate history and chain of ownership, management and control of the Property in order to guarantee authority of Seller to convey clear title to the Property to the City pursuant to the terms of this Agreement. Any costs incurred by Escrow Agent in determining and establishing such authority

shall be borne solely by the parties equally. Seller shall cooperate with Escrow Agent in providing copies of any documents necessary to establish such matters.

If this escrow is not in condition to close before the time for the conveyance of the Property as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither the City nor the Seller shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Property as established in this Agreement, no termination or demand for return shall be recognized until 10 (ten) days after a copy of such demand shall be mailed to the other party at the address of its principal place or places of business. If any objections are raised within the 10 (ten) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Property until instructed in writing by both the City and the Seller or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of the City or the Seller to specific performance.

Any amendment of these escrow instructions shall be in writing and signed by both the City and the Seller. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or the Seller shall be directed to the addresses and in the manner established in this Agreement for notices, demands and communications between the City and the Seller.

Each party represents and warrants that no real estate broker other than Priority One Commercial ("Broker") on behalf of the City, is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made by any other broker acting for such indemnifying party. The City shall indemnify, defend, and hold harmless, Seller from and against any and all claims, demands, suits, proceedings, damages, judgments, amount paid in settlement, interest, expenses (including attorney fees), expenses of appearing as a witness (including attorney fees) and other liability arising out of, or in connection with, any other broker, broker-salesperson, salesperson, agent or other person, who or which has acted, or claims to have acted, on behalf of the Broker with respect to this Agreement or the transfer of the Property.

## **8. CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION**

Provided that the parties are not in material default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance of title to the Property shall be completed on or prior to

**December 28, 2007.** The City and the Seller agree to perform all acts necessary for title to be conveyed in accordance with the foregoing provision. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper, in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and to do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement. Notwithstanding the above, neither party shall record any memorandum of this Agreement, or this Agreement, in the records of the County Recorder, Clark County, Nevada.

**9. FORM OF DEED**

The Seller shall convey to the City, marketable fee simple title to the Property in the condition provided in Section 10 of this Agreement by a Grant, Bargain and Sale Deed in a form that is consistent with **Exhibit C** to this Agreement.

**10. CONDITION OF TITLE**

No event shall have occurred or shall exist which would result in an exception to title which is not described in Section 7 of this agreement.

**11. CONDITIONS PRECEDENT TO CLOSE OF ESCROW**

In order for escrow to close with respect to the Property, Seller must have delivered to the Escrow Agent the appropriate deed and the City must have deposited with the Escrow Agent the Purchase Price, seller must be able to deliver possession free from any claims of tenants or occupants. In the event an extension of time is necessary to resolve such issues, the Director of the Office of Business Development shall have the authority to execute such extensions on behalf of the City.

**12. CLOSE OF ESCROW**

Upon the fulfillment of the conditions described in Section 11, the Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the City a title insurance policy insuring title in conformity with Section 13 of the Agreement. The recordation of the deed shall constitute the close of escrow.

**13. TITLE INSURANCE**

Concurrently with recordation of the deed, the Title Company shall provide and deliver to the City an ALTA insurance policy issued by the Title Company insuring that the title

to the Property conveyed to the City is vested in the condition required by Section 10 of this Agreement.

**14. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS**

The Seller shall be responsible for the payment of all real estate taxes and assessments assessed and levied, if any, on the Property for any period of time prior to conveyance of title thereto, and for any recapture taxes for any period of time subsequent to close of escrow. The Seller shall not be obligated to pay any transfer taxes. Prior to conveyance of title, the Seller shall not place or allow to be placed on the Property (or portion thereof) any encumbrance or lien, and shall be responsible for the removal of any and all liens currently recorded against the Property.

**15. CONVEYANCE FREE OF POSSESSION**

The Property shall be conveyed free of any possession or right of possession by any person except that of the City.

**16. INSPECTION BY THE CITY**

Commencing with the first date set forth above and extending until 2 (two) days prior to the close of escrow (the "Inspection Period"), the City and its representatives shall have the right to enter upon and inspect the Property at all reasonable times for the purpose of conducting such boundary and topographical surveys, and surface and building condition assessments as the City may reasonably require, but such surveys, tests and assessments shall not damage the Property. The City shall indemnify, defend and hold the Seller harmless for any personal injury, death or Property damage, including costs and attorney's fees, arising out of any activity by the City, or its agents, employees or contractors pursuant to this Section. The City shall have access to all data and information on the Property available to the Seller, but without warranty or representation by Seller as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the Property by the City prior to conveyance of title thereto shall be done only after written consent of the Seller (which consent shall not be unreasonably withheld) and at the sole expense of the City. Copies of all data, surveys, tests, remediation, agreements, obtained or made by Seller on the Property shall be delivered to the City.

Notwithstanding any other provision of this Agreement, the City shall have the right to terminate this Agreement prior to expiration of the Inspection Period, if inspection of the Property reveals the existence of soil or similar conditions which are not present on any surrounding properties and which make development impossible or unreasonably burdensome.

Upon its exercise of said right to terminate, the City shall be entitled to the return of the Earnest Money Deposit.

**17. TIME OF ESSENCE**

Time is of the essence of this Agreement and every obligation hereunder.

**18. DEFAULT AND REMEDY**

In the event conveyance of Property to the City does not occur solely as a result of Seller's breach of its obligations under this Agreement, and if the City has given Seller written notice of the alleged default and a reasonable period to cure that default, but not less than twenty (20) days, the City shall be entitled to terminate this Agreement, and either seek the refund of the Earnest Money Deposit, or alternatively, pursue specific performance as its sole and exclusive remedies, excluding any claim for punitive or consequential damages or lost profits. If the City defaults in the performance of any of the City's obligations for any reason, then Seller shall be entitled to obtain the release of the Earnest Money Deposit and, provided Seller actually receives the Earnest Money Deposit, Seller may keep and retain the Earnest Money Deposit, as Seller's sole and exclusive remedy.

**19. SURVIVAL**

The representations and warranties contained in the Agreement, and the covenants that extend beyond the conveyance of title, shall, except to the extent otherwise set forth herein, survive the recordation of any deed and shall not be deemed merged into such deed.

**20. SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement. Seller shall not assign this Agreement or any rights hereunder without the prior written consent of the City.

**21. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of the City shall be personally liable to the Seller for any default or breach by the City, for any amount which may become due to the Seller or for any obligation of the City under the terms of this Agreement.

**22. NOTICES, DEMANDS AND COMMUNICATIONS**

Formal notices, demands and communications between the City and the Seller shall be sufficiently given if made in writing and dispatched by registered or certified mail,

postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Seller as set forth in this Section. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the City: City of Las Vegas Office of Business Development  
Attn: Scott D Adams, Director  
400 Stewart Avenue, 2<sup>nd</sup> Floor  
Las Vegas, Nevada 89101

If to the Seller: Maria O. Zapata-Angulo  
314 N 7<sup>th</sup> Street  
Las Vegas, Nevada 89101

Copies to: W. Leslie Sully  
Leavitt, Sully & Rivers  
601 Bridger Avenue  
Las Vegas, Nevada 89101

#### 23. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement comprises **pages 1 through 12**, inclusive, and Exhibits A, B, C and D, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Seller and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of the City and the Seller.

#### 24. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

25. **GOVERNING LAW**

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

26. **CAPTIONS**

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.

27. **DISCLOSURE OF PRINCIPALS**

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Seller warrants that she has disclosed, on the form attached hereto as **Exhibit D**, all principals, including partners of Maria O. Zapata-Angulo, as Trustee of the Maria O. Zapata-Angulo Revocable Trust. Throughout the term hereof, Seller shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

28. **TIME FOR ACCEPTANCE OF AGREEMENT BY CITY**

This Agreement, when executed by the Seller and delivered to the City, must be approved by the City, executed and delivered by the City by **November 30, 2007**, or this Agreement shall be void, except to the extent that the Seller shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. Seller may execute this Agreement by signing and acknowledging the Agreement, and submitting it to the City via facsimile transmission, with the original signed and acknowledged original to follow by express mail and delivered to the City by **November 2, 2007**. By executing this Agreement and submitting it to the City, the Seller is making an irrevocable offer to enter into this Agreement, which offer shall continue for the periods of time specified herein. The effective date of this Agreement shall be the date when this Agreement has been signed by the City. The parties and Escrow Agent shall use reasonable good faith efforts to accomplish the close of escrow as soon as commercially reasonable following the completion of all matters necessary to close escrow hereunder, but regardless of the above, **close of escrow shall occur not later than December 28, 2007**.

29. COUNTERPARTS

This agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

Date of City Council Approval:

November 21, 2007

CITY OF LAS VEGAS

By:   
OSCAR B. GOODMAN, Mayor

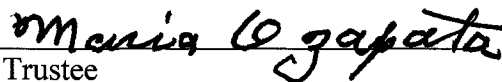
ATTEST:

  
BEVERLY K. BRIDGES, CMCCity Clerk

Approved as to form:

 11/1/07  
Deputy City Attorney Date  
Thomas R. Green

MARIA O. ZAPATA-ANGULO, AS TRUSTEE,  
OF THE MARIA O. ZAPATA-ANGULO  
REVOCABLE TRUST

By:   
Trustee

**ACKNOWLEDGMENTS**

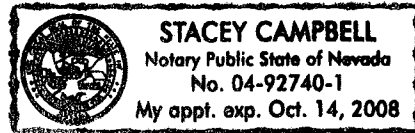
STATE OF NEVADA

SS.

COUNTY OF CLARK

On this 29<sup>TH</sup> day of NOVEMBER, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

Stacey Campbell  
NOTARY PUBLIC, in and for said  
County and State



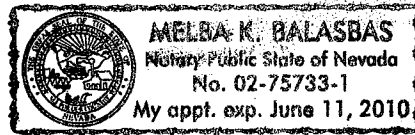
STATE OF Nevada

SS.

COUNTY OF Clark

On this 31<sup>st</sup> day of October, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, Maria O. Zapata, who acknowledged that he/she executed the above instrument.

Melba K. Balasbas  
NOTARY PUBLIC, in and for said  
County and State



# Legend



Zapata



**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

PARCEL I:

LOTS THREE (3) AND FOUR (4) IN BLOCK TEN (10) OF BUCK'S SUBDIVISION OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

THE NORTH FOUR (4) FEET OF LOT TWELVE (12) AND LOT THIRTEEN (13) IN BLOCK FIVE (5) OF BUCK'S SUBDIVISION OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**EXHIBIT "C"**

APNs: 139-34-512-053  
139-34-512-034  
139-34-512-052

RPTT: \_\_\_\_\_

Recording Requested by:  
City of Las Vegas, Office of Business Development  
400 Stewart, 2<sup>nd</sup> Floor  
Las Vegas, NV 89101

**GRANT, BARGAIN AND SALE DEED**

For valuable consideration, the receipt of which is hereby acknowledged, Maria O. Zapata-Angulo, an unmarried woman in her capacity as trustee of the Maria O. Zapata-Angulo Revocable Trust created and existing under and by virtue of an agreement dated February 1, 2006 (herein the "Grantor"), hereby grants, bargains and sells to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "Grantee") all right, title, and interest in the real property (the "Property") legally described in the document attached hereto as Attachment "A" and incorporated herein by this reference, which Property is also known as:

- 316 N 7<sup>th</sup> Street; APN: 139-34-512-053
- 317 N 7<sup>th</sup> Street; APN: 139-34-512-034
- 321 N 7<sup>th</sup> Street; APN: 139-34-512-052

The Property is conveyed subject to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

IN WITNESS THEREOF, the Grantor and Grantee have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Maria O. Zapata-Angulo, as Trustee of the Maria O. Zapata-Angulo Revocable Trust

By: \_\_\_\_\_  
Maria O. Zapata-Angulo  
Its: Trustee

**ACCEPTANCE:**

The provisions of this Grant, Bargain, and Sale Deed are hereby approved and accepted.

CITY OF LAS VEGAS

**ATTEST:**

\_\_\_\_\_  
BEVERLY K. BRIDGES, CMC  
City Clerk

By: \_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

Approved as to form:

\_\_\_\_\_  
Date

ACKNOWLEDGMENTS

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, MARIA O. ZAPATA-ANGULO, AS TRUSTEE OF THE MARIA O. ZAPATA-ANGULO REVOCABLE TRUST who acknowledged that she executed the above instrument.

\_\_\_\_\_  
NOTARY PUBLIC, in and for said  
County and State

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

\_\_\_\_\_  
NOTARY PUBLIC, in and for said  
County and State

**ATTACHMENT A  
LEGAL DESCRIPTION**

**PARCEL I:**

LOTS THREE (3) AND FOUR (4) IN BLOCK TEN (10) OF BUCK'S SUBDIVISION OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

THE NORTH FOUR (4) FEET OF LOT TWELVE (12) AND LOT THIRTEEN (13) IN BLOCK FIVE (5) OF BUCK'S SUBDIVISION OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

## Exhibit "D"

### CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

#### 1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

#### 2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

#### 3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

#### 4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS  
(CONTINUED)

Block 1	<u>Contracting Entity</u>
MARIA O. ZAPATA-ANGULO, Trustee Maria O. Zapata-Angulo Revocable Trust	
Name	317 North Seventh Street
Address	Las Vegas Nevada 89101
Telephone	702.386.8701
EIN or DUNS	514-40-8046

Block 2	Description
Subject Matter of Contract/Agreement: Real Property Purchase and Sale Agreement	
RFP #:	N/A

Block 3	Type of Business
<input checked="" type="checkbox"/> Trust Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation

Block 4		<u>Disclosure of Ownership and Principals</u>	
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	MARIA O. ZAPATA-ANGULO	317 North 7th Street Las Vegas, Nevada 89101	702.386.8701
2.			
3.			
4.			
5.			
6.			
7.			
8.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: \_\_\_\_\_

**Block 5**   **Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document:      N/A  

Date of Attached Document: \_\_\_\_\_    Number of Pages: \_\_\_\_\_

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

  Maria G. Zapata    
Name

  October 31, 2007    
Date

Subscribed and sworn to before me this   31<sup>st</sup>    
day of

  October  , 2007.

  Melba K. Balasbas  

Notary Public

