

AGREEMENT FOR FIRE DEPARTMENT DESTRUCTIVE TRAINING

This Agreement for Fire Department Destructive Training (hereinafter "Agreement") is entered into on April 3, 2008 by and between the City of Las Vegas (hereinafter "City") and CDPCN, LLC (hereinafter "Owner"). The City and the Owner may also be referred to herein individually as "Party" or collectively as "Parties" throughout this Agreement.

RECITALS

1. The Owner has buildings that they intend to demolish, destroy and raze upon real property generally located at 900 Monroe Avenue (Assessor's Parcel Number 139-28-503-023)(the "Subject Property.") and
2. The Department would like to use the buildings to conduct technical fire services training for Department personnel which will effectively destroy the buildings upon the Subject Property; and
3. The Owner will permit the Department to conduct its technical training for Department personnel upon the Subject Property before the buildings are demolished and mitigated by the Owner.

NOW, THEREFORE, the parties hereto mutually agree as follows:

AGREEMENT

I. DEFINITIONS

- A. "Buildings" means all residential and non-residential structures, all fixtures not removed by the Owner within, about or around such structures, and all other appurtenances thereto, existing upon the Subject Property (the "Structures"). The Structures are specifically depicted on a site plan of the Subject Property, which is attached hereto as Exhibit 1. The Department shall only conduct its Destructive Fire Training upon those Structures indicated with a red X upon such site plan.
- B. "City" means the City of Las Vegas, a political subdivision of the State of Nevada.
- C. "Department" means the City of Las Vegas Department of Fire and Rescue.
- D. "Destructive Fire Training" means invasive rescue training for Department personnel whereupon the Department personnel will utilize mechanical and non-mechanical tools and means to penetrate rooftops and walls of the Structures. Department personnel will enter the Structures through the penetrations in the rooftops and walls and make their way out of the Structures through the penetrations and existing doorways. In addition, the Department will burn flares in a metal pan near the Structures to simulate the smoke present during an actual fire, but none of the Structures will be burned during this training.

II. OWNER OBLIGATIONS

- A. The Owner hereby warrants and represents that it is the current and exclusive legal owner of the Subject Property and the Buildings, and that the Owner has the full legal authority to authorize and allow the Department to conduct the Destructive Fire Training. In addition, The Owner shall provide proof of title to the Department prior to the commencement of any Destructive Fire Training upon the Subject Property.

B. The Owner acknowledges, understands and agrees that the Destructive Fire Training exercise will substantially damage, and could completely destroy the Buildings. The Owner hereby consents to the City's use of the Buildings for Destructive Fire Training.

C. If asbestos is present, The Owner shall obtain an asbestos report from a qualified company and provide such report to the City, and hereby warrants that such asbestos, if present, has been removed in accordance with all federal, state and local requirements, and has obtained approval from the Clark County Health District for such asbestos abatement;

D. The City and/or the Department will not commence the Destructive Fire Training until the Owner provides the asbestos report and the clearance letter for Clark County.

E. The Owner shall obtain a demolition permit for the Buildings from the City of Las Vegas Department of Building and Safety prior to the commencement of any Destructive Fire Training upon the Subject Property;

F. The Owner hereby acknowledges and agrees that it will not make any insurance claim related to the damage of the Destructive Fire Training by the Department upon the Buildings;

G. The Owner shall properly secure the Buildings subsequent to the training exercise until the Buildings are demolished.

III. DEPARTMENT OBLIGATIONS

A. The Department shall conduct its Destructive Fire training in accordance with the Training Plan, which is attached hereto as Exhibit "2." The Department shall comply with all related NFPA requirements for Destructive Fire Training at facilities and structures.

B. The Department shall obtain and review proof of ownership of the Subject Property and Buildings, and if the Owner is a corporation or limited liability company, proof that the person executing this document on behalf of the corporation or limited liability company is authorized to execute this document on behalf of the corporation or limited liability company.

C. The Department shall obtain confirmation from the Clark County Health District that the buildings have had all asbestos removed and are approved for demolition;

D. The Department shall notify all appropriate fire dispatch offices of the Destructive Fire Training;

E. The Department shall notify all appropriate police agencies and received authority to block off roads and conduct traffic control as necessary.

F. The Department shall notify citizens within the immediate area of destructive training.

G. The Department shall return the grounds of the Subject Property immediately adjacent to the Buildings to the condition upon which the grounds were found before the Destructive Fire Training commenced.

IV. DEPARTMENT TRAINING OBJECTIVES

- A. Between the dates of April 14, 2008 to May 2, 2008, the Department shall use the Buildings as indicated on Exhibit "1" to conduct Destructive Fire Training. In addition, the Department shall be responsible for the cleanup or security of the property after the exercise is concluded.

V. MISCELLANEOUS PROVISIONS

- A. Indemnification/Release of City by Owner.

The Owner holds harmless and releases the City from any and all claims for loss or damage to the Buildings or the Subject Property due to, resulting from or as a consequence of the Destructive Fire Training.

- B. Indemnification of the Owner by City.

The City holds harmless, releases, indemnifies the Owner and will defend and pay all attorney fees on behalf of the Owner for any and all claims for loss or damage in connection with, resulting from or as a consequence of the Destructive Fire Training.

- C. Notice

Any notice required to be given to this agreement shall be received by the party to whom it is directed by personal service, (i) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (ii) deposited as registered or certified mail, return receipt requested with the United States Postal Service, addressed as follows:

TO DEPARTMENT/CITY:

City of Las Vegas
Department of Fire and Rescue
Attn: Drillmaster
633 North Mojave Road
Las Vegas, Nevada 89101
Phone: (702) 229-0906
Fax: (702) 388-2504

TO OWNER:

CDPCN, LLC
2009 Alta Drive
Las Vegas, NV 89106
Phone: (702) 873-8882

- D. Modification

Any modification of this Agreement or of any covenant, condition or provision contained herein shall not be valid unless in writing and executed by the Parties.

E. Assignment

The City and the Owner each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Owner shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability for any City or Department officer or personnel.

F. Waiver

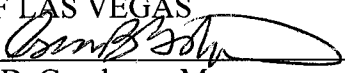
No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

G. Entire Agreement

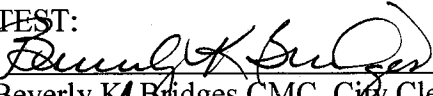
This Agreement embodies the whole agreement between the parties. There are no inducements, promises, terms, conditions or obligations made or entered into by either City, the Department or the Owner other than those contained in this Agreement.

I WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives by the day and year first above written.

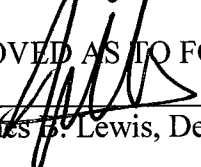
CITY OF LAS VEGAS

By:  4/16/08
Oscar B. Goodman, Mayor Date

ATTEST:

By:  4/17/08
Beverly K. Bridges CMC, City Clerk Date

APPROVED AS TO FORM:

By:  4/10/08
James B. Lewis, Deputy City Attorney Date

CDPCN, LLC

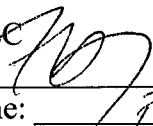
By: 
Printed Name: FRANK HAWKINS
Title: Exec DIR
Date: _____

EXHIBIT 1



EXHIBIT 2

Training Plan for Destructive Fire Training

“Destructive Fire Training” means invasive rescue training for Department personnel whereupon the Department personnel will utilize mechanical and non-mechanical tools and means to penetrate rooftops and walls of the Structures. Department personnel will enter the Structures through the penetrations in the rooftops and walls and make their way out of the Structures through the penetrations and existing doorways. In addition, the Department will burn flares in a metal pan near the Structures to simulate the smoke present during an actual fire, but none of the Structures will be burned during this training.