

**NEIGHBORHOOD PARTNERS FUND
LANDSCAPE IMPROVEMENT AND MAINTENANCE AGREEMENT
between the CITY OF LAS VEGAS AND
ARTESIAN HEIGHTS NEIGHBORHOOD ASSOCIATION**

THIS AGREEMENT, made and entered into this 11th day of **September, 2008** by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **ARTESIAN HEIGHTS NEIGHBORHOOD ASSOCIATION** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **4021 MOUNTAIN VIEW BLVD, LAS VEGAS, NV 89102**.

WITNESSETH

WHEREAS, the CITY owns certain public rights-of-way that are commonly known as follows:

PUBLIC RIGHT-OF-WAY IN PORTION ROAD PARCEL # 162-06-699-006 PORTION OF WEST SIDE OF HINSON STREET SOUTH OF MOUNTAIN VIEW BOULEVARD, and more particularly described in Exhibit "A," and depicted on Exhibit "B" which are attached hereto and by this reference made a part hereof (the hereinabove City Public Rights of Way are collectively referred to as "Public Right of Way").

WHEREAS, the Subrecipient is a neighborhood association that seeks to improve and beautify public right-of-way in the community which is represented by the Subrecipient; and

WHEREAS, the Subrecipient intends to improve the Public Right-of-Way with certain landscape improvements more fully described below; and

WHEREAS, pursuant to this Agreement, the City authorizes the installation of certain landscape improvements by the Subrecipient in the Public Right-of-Way.

NOW, THEREFORE, the parties hereto agree to the following terms, covenants, and conditions:

I. PUBLIC RIGHT OF WAY LANDSCAPE IMPROVEMENTS

Subject to the terms of this Agreement, the City hereby authorizes the Subrecipient to make the following Public right-of-way improvement: Provide landscape improvement by replacing weeds with desert landscaping to include weed barriers, decorative rocks, and drought resistant plants and to install a xeriscape sprinkler system (the "Improvements" or "Public Right of Way Landscape Improvements").

II. REPAIRS AND MAINTENANCE

The Subrecipient, at its own cost and expense, shall maintain the Landscape Improvements in good repair and in a clean, good, and safe condition at all times from the date of this Agreement in perpetuity. In the event the Subrecipient fails or refuses to maintain the Landscape Improvements in a manner satisfactory to the City and further fails or refuses to take corrective action within forty-eight (48) hours after its receipt of written notice from the City to do

so, the City, at its option, may perform or cause to be performed any repair or maintenance on the Landscape Improvements it may deem necessary. The Subrecipient shall pay the cost thereof to the City upon demand. The failure of the Subrecipient to pay the cost thereof within thirty (30) calendar days after its receipt of a written demand or invoice therefore from the City shall constitute a material breach of this Agreement.

III. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

Subrecipient shall obtain any and all federal, state, and local permits and licenses required to perform the Landscape Improvements. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

IV. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

V. INDEMNIFICATION

The Subrecipient hereby agrees to indemnify, defend and save the CITY, its officers, agents and employees, harmless from and against any and all loss, damage, cost, claim, lien, judgment, or demand or other form of liability of any kind whatsoever which it or they may incur, suffer, or be required to pay by reason of any act or omission of the Subrecipient, its officers, employees, agents or contractors which result, or cause any death, disease, or bodily injury to any person or persons, or any injury or damage to, or destruction or loss of use of, any property, which is the result of, or incidental to, the entering into or performance of this Agreement, including, without limitation, the installation or maintenance of the Landscape Improvements.

VI. TERMINATION

The City may terminate this Agreement for any reason whatsoever provided a minimum of thirty (30) days' written notice has been given to the Subrecipient. In the event of such termination, the City may order the removal of the Landscape Improvements from the Public Right-of-Way, or any portion thereof. The removal of the Landscape Improvements shall be at the Subrecipient's expense and shall be completed, in a manner satisfactory to the City, within ninety (90) calendar days after the Subrecipient's receipt of the notice of such termination. If the Subrecipient fails to remove the Landscape Improvements in a satisfactory and timely manner, the City shall have the right to cause the removal thereof at the Subrecipient's expense. The Subrecipient shall pay the costs of such removal within thirty (30) calendar days after its receipt of a written demand from the City.

VII. BINDING UPON SUCCESSORS

It is understood and agreed that the obligations imposed upon the Subrecipient by this Agreement shall continue with any and all successors and assigns, regardless of a change in officers to the Subrecipient entity.

VIII. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

IX. DISCLOSURE OF PRINCIPLES

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, and amended on November 17, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principles, including, partners of Subrecipient, as well as all persons and entities holding more than 1% interest in Subrecipient or any principal of Subrecipient. Throughout the term hereof, Subrecipient shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS



STEPHEN HARSIN, DIRECTOR

ARTESIAN HEIGHTS NEIGHBORHOOD ASSOCIATION

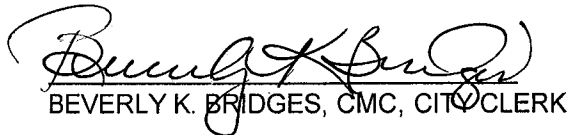


JOSEPH PATRICK MULHALL, PROJECT LEADER

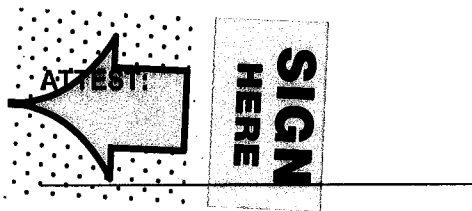


JOSEPH PATRICK MULHALL, ASSOC. PRESIDENT

ATTEST:



BEVERLY K. BRIDGES, CMC, CITY CLERK



TITLE

COUNCIL ACTION: August 6, 2008 #58

APPROVED AS TO FORM: Robert S. Sylvain 9-11-08

Exhibit A
Road Parcel # and legal description

EXHIBIT A
ROAD PARCEL # 162-06-699-006
PORTION OF WEST SIDE OF HINSON STREET SOUTH OF
MOUNTAIN VIEW BOULEVARD TO BE INCLUDED IN
LANDSCAPE AGREEMENT

That portion of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 6, Township 21 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of HINSON STREET (formerly known as MARLINE STREET) dedicated as a public roadway by the plat of ARTESIAN HEIGHTS TRACT No 1, on file in Book 1 of Plats, Page 105, of Clark County, Nevada Records, described as follows:

BEGINNING at the northeast corner of LOT 5 in BLOCK 3 of said ARTESIAN HEIGHTS TRACT No 1 plat, also being a point on the west line of said HINSON STREET; thence along the east line of said LOT 5 and along the west line of said HINSON STREET, South 00°06' East, 156.00 feet to the southeast corner of said LOT 5; thence along the easterly projection of the south line of said LOT 5, South 89°59' East, 10.00 feet to a line parallel with and lying 10.00 feet easterly of the east line of said LOT 5; thence along said parallel line, North 00°06' West, 156.00 feet to the easterly projection of the north line of said LOT 5; thence along the easterly projection of said north line, North 89°59' West, 10.00 feet to the POINT OF BEGINNING.

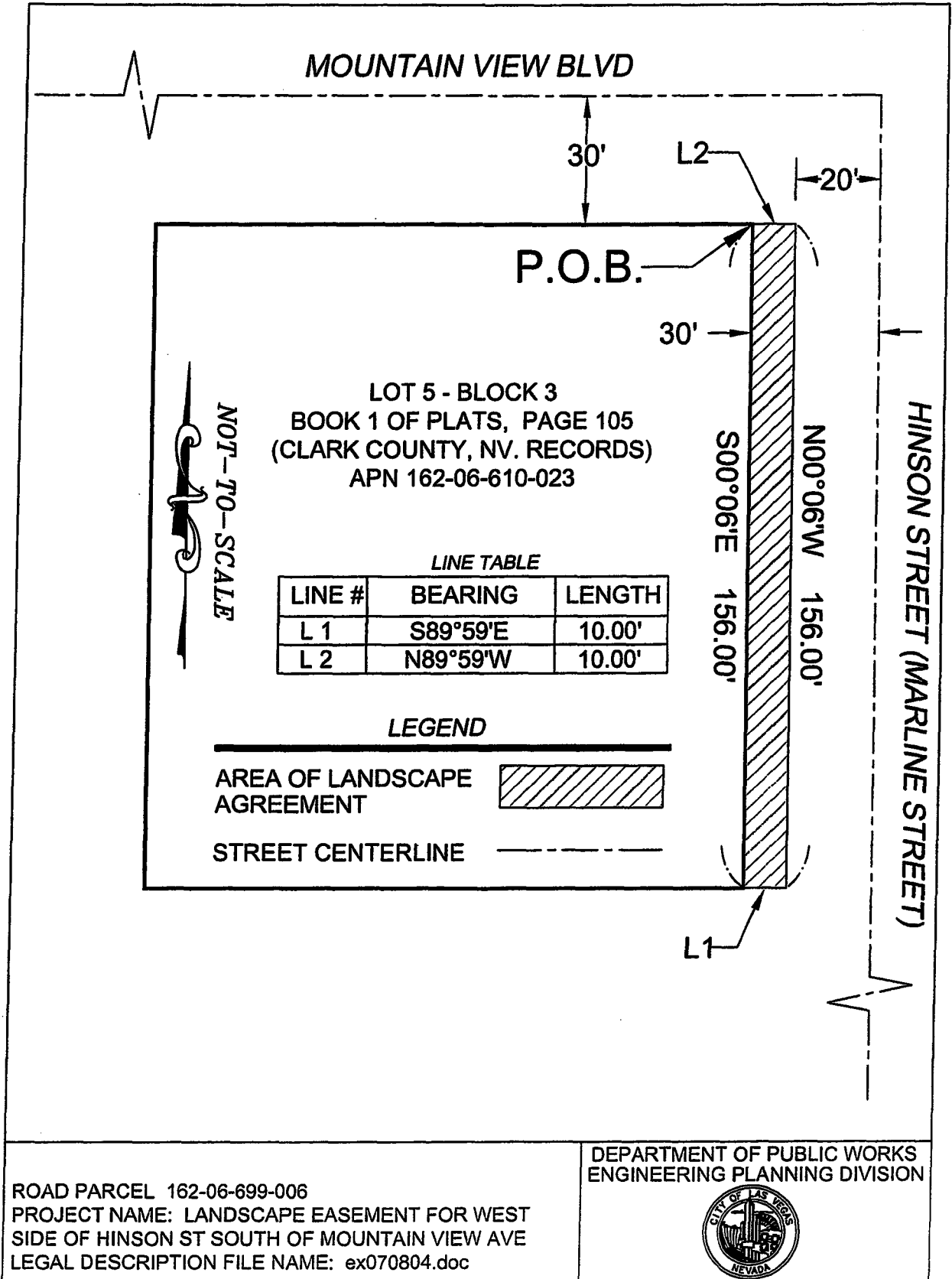
The above-described parcel of land contains an area of 1,560 square feet, or 0.036 acres, more or less.

The Basis of Bearings for this land description is South 00°06' East, being the centerline of HINSON STREET (formerly known as MARLINE STREET) as shown on the plat of ARTESIAN HEIGHTS TRACT No 1, on file in Book 1 of Plats, Page 105, of Clark County, Nevada Records.

Written By:
Neil Wacaser
City of Las Vegas, Department of Public Works
731 South Fourth Street
Las Vegas, NV., 89101
(702) 229-2475
nwacaser@lasvegasnevada.gov

Exhibit B
Drawing of legal description

EXHIBIT B



ROAD PARCEL 162-06-699-006
 PROJECT NAME: LANDSCAPE EASEMENT FOR WEST
 SIDE OF HINSON ST SOUTH OF MOUNTAIN VIEW AVE
 LEGAL DESCRIPTION FILE NAME: ex070804.doc

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING PLANNING DIVISION



EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

The principals and directors of Artesian Heights Neighborhood Association are the following:

| <u>FULL NAME</u> | <u>ADDRESS</u> | <u>PHONE</u> |
|---|---|-----------------|
| 1. <u>Joseph Patrick Mulhall, President</u> | <u>4021 Mountain View Blvd., LV, NV 89102</u> | <u>259-3816</u> |
| 2. <u>Sara K. Suppe, Secretary</u> | <u>4300 Mountain View Blvd., LV, NV 89102</u> | <u>880-3972</u> |
| 3. <u>Jim Centorino, Treasurer</u> | <u>4028 Mountain View Blvd., LV, NV 89102</u> | <u>873-1083</u> |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |
| 6. _____ | _____ | _____ |
| 7. _____ | _____ | _____ |
| 8. _____ | _____ | _____ |
| 9. _____ | _____ | _____ |
| 10. _____ | _____ | _____ |

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

ARTESIAN HEIGHTS NEIGHBORHOOD ASSOCIATION

By: JP Mulhall
Title President

State of Nevada
County of Clark

This instrument was acknowledged before me on Jan 28, 2008 by JP Mulhall
Date Jan 28, 2008
Name(s) of Person(s)

Cynthia Manabat
Notary Public

Notary Seal

