

HUNTRIDGE CIRCLE PARK VETERAN'S MEMORIAL DONATION AGREEMENT

This Huntridge Circle Park Veteran's Memorial Donation Agreement ("Agreement") is entered into this 15TH day of APRIL, 2009 by and between the City of Las Vegas, a municipal corporation of the State of Nevada and Las Vegas Veteran's Memorial, a 501(c)(3) non-profit corporation, ("Veterans"). The City and Veterans are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the City is the owner of Huntridge Circle Park ("Circle Park") located along Maryland Parkway south of Charleston Boulevard in the City of Las Vegas; and

WHEREAS, Veterans desires to donate a Veteran's Memorial ("Memorial") to be installed in Circle Park; and

WHEREAS, the Memorial is estimated to cost approximately Eight Hundred Thousand Dollars (\$800,000); and

WHEREAS, pursuant to Council Resolution R-132-2002, the City Council is responsible for accepting or denying any single donation of money or value ("in-kind") in excess of \$25,000; and

WHEREAS, the City Council desires to accept the donation of the Memorial and the Parties desire to document their understanding of the issues regarding the donation of the Memorial;

NOW THEREFORE, for and in consideration of the foregoing recitals and of the promises and covenants set forth herein, the Parties do hereby agree as follows:

1. Planning, Approval and Construction of the Memorial. Veterans will fund and prepare design plans for the Memorial, including necessary utility connections to provide lighting for the Memorial, and submit the design plans for review and approval by the City. After approval by the City, the City will issue a Right-of-Entry to Veterans to permit installation of the Memorial, including the sponsored pavers and necessary electrical connections. As part of the Right-of-Entry, Veterans shall submit to the City all necessary insurance and other requirements for construction on City property.

2. Donations and Funding. Veterans shall retain all private funds raised by fundraising efforts initiated by Veterans, both prior, during and after construction, with the exception of the sponsored pavers. Veterans shall retain all funds to fund the Memorial raised by selling sponsored pavers sold prior to and during construction. The City shall sell sponsored pavers after construction of the Memorial is complete, and the funds raised by selling the sponsored pavers, in addition to any private funds donated by Veterans to the City after completion of construction of the Memorial, may fund Supplemental Improvements including fencing the Memorial or the entire Circle Park and possible conversion of the existing bathroom structure to an information kiosk or other use approved by the City. Prior to issuance of permits and commencement of construction, Veterans shall provide documentation of funding for the Memorial or any Supplemental Improvements to the satisfaction of the City.

3. Dedication of the Memorial and Annual Maintenance. Upon completion of the construction of the Memorial, the City shall conduct a dedication ceremony of the Memorial, at which formal naming of the

Memorial will be announced. The City shall maintain the Memorial. The City and Veterans shall cooperate in good faith regarding maintenance standards and other publicity regarding the Memorial.

4. **General Condition.** The following conditions shall apply to this Agreement.

- A. **Applicable Law.** The parties to this Agreement shall conform to all existing and applicable City ordinances, resolutions, state laws, federal laws and all existing and applicable rules and regulations. Nevada law and Federal law will govern the terms and performance under this Agreement, and any action with respect hereto shall be prosecuted in the State of Nevada.
- B. **Merger.** This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.
- C. **Modification.** This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.
- D. **Strict Compliance.** All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

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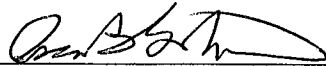
E. **Authorized Representative.** In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be authorized representatives of the Parties:

To City: City of Las Vegas
Attention: City Manager
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

To Veterans: Las Vegas Veterans Memorial
Attention: Mike Millet
3440 Arville Street
Las Vegas, Nevada 89102

Copy to: William R. Urga, Esq.
Jolley Urga Wirth Woodbury & Standish
3800 Howard Hughes Parkway
Suite 1600
Las Vegas, NV 89169

CITY OF LAS VEGAS

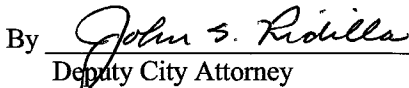


Oscar B. Goodman, Mayor

ATTEST:

By  4/22/09
Beverly K. Bridges, CMC, City Clerk Date

APPROVED AS TO FORM:

By  4/11/09
Deputy City Attorney Date

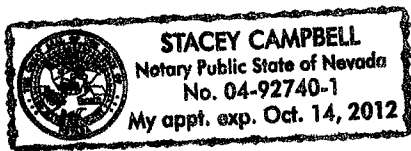
LAS VEGAS VETERAN'S MEMORIAL



Mike Millet, President

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this 1st day of May, 2008, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.



Stacey L Campbell
Notary Public

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this 1st day of April, 2008^{am}, before me, the undersigned Notary Public in and for said County and State, appeared Mike Millet, President of Las Vegas Veteran's Memorial, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the purposes therein mentioned.



Michelle E. Martin
Notary Public

EXHIBIT

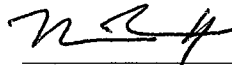
DISCLOSURE OF PRINCIPALS

The Board of Directors of Las Vegas Veteran's Memorial and all persons and entities holding more than 1% interest in Las Vegas Veteran's Memorial are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>Mike Millett, Director</u>	<u>3440 Arville Street</u> <u>Las Vegas, NV 89102</u>	<u>702-719-5000</u>
2. <u>Steve Krystek, Director</u>	<u>6628 Sky Pointe Drive Suite 116</u> <u>Las Vegas, NV 89131</u>	<u>702-647-1126</u>
3. <u>Progressive F.O.R.C.E. Concepts LLC</u> <u>Member</u>	<u>6628 Sky Pointe Drive Suite 116</u> <u>Las Vegas, NV 89131</u>	<u>702-647-1126</u>
4. <u>AGCH, Inc, dba American Shooters</u> <u>Member</u>	<u>3440 Arville Street</u> <u>Las Vegas, NV 89102</u>	<u>702-719-5000</u>
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

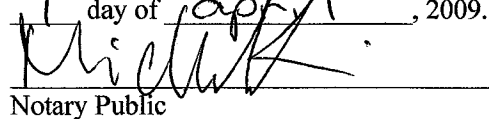
I hereby certify under penalty of perjury, that the foregoing list is full and complete.

Las Vegas Veteran's Memorial
a Nevada Non-Profit Corporation



By: Mike Millett
Its: President

Subscribed and sworn to before me this
_____ day of April, 2009.


Notary Public