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LAS VEGAS CITY

02/07/2008 09:01:35 T20080021351

Book/Instr: 20080207-0000613

Agreement Page Count: 9

Fees: \$22.00 N/C Fee: \$0.00

APN: 139-34-201-020

ENCROACHMENT AGREEMENT
(Short-Term)

Debbie Conway
Clark County Recorder

THIS AGREEMENT, made and entered into this 26th day of DEC, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and **LEWIS CENTER PARKING, LLC, 8910 WEST TROPICANA AVENUE, SUITE 3, LAS VEGAS, NEVADA, 89147** (hereinafter referred to as "Owner").

WITNESSETH

WHEREAS, the City owns the public right-of-way that is commonly known as **LEWIS AVENUE** and more particularly described in Exhibits "A" and "B" which are attached hereto and by this reference made a part hereof; and

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WHEREAS, the Owner is the owner of certain real property located at **THE NORTHEAST CORNER OF LEWIS AVENUE AND CASINO CENTER BOULEVARD, LAND DEVELOPMENT PROJECT HANSEN # 18394, ENCROACHMENT HANSEN # 19530 (LEWIS CENTER PARKING GARAGE)** which adjoins said public right-of-way and is also described in Exhibits "A" and "B"; and

WHEREAS, the Owner has developed and improved said property in a manner which has encroached upon or into said described public right-of-way; and

WHEREAS, the parties hereto intend, by this Agreement, to evidence the consent of the City to said encroachment as authorized herein and to set forth the entire agreement of said parties with respect thereto.

NOW, THEREFORE, for and in consideration of the sum of Twenty Five Dollars (\$25.00), the receipt of which is hereby acknowledged by the City, and of other good and sufficient considerations, the

City hereby authorizes and permits the encroachment into said described public right-of-way in accordance with, and the Owner agrees to the following terms, covenants, and conditions:

1. ENCROACHMENT AUTHORIZED: The City hereby permits a limited encroachment into said described public right-of-way, which encroachment shall be limited to the following:

RAMPS AND A PATIO DECK ON THE SOUTH SIDE OF THE BUILDING ON THE NORTH SIDE OF LEWIS AVENUE LOCATED AT THE NORTHEAST CORNER OF CASINO CENTER BOULEVARD AND LEWIS AVENUE. THE RAMP ON THE WEST SIDE OF THE PATIO DECK WILL RISE FROM SIDEWALK LEVEL TO APPROXIMATELY 18" WHERE IT WILL CONNECT TO AN APPROXIMATE 5' WIDE TO 12' WIDE PATIO DECK. THE PATIO DECK WILL EXTEND EASTWARD ALONG THE BUILDING TO CONNECT TO THE EASTERN RAMP THAT WILL DECREASE FROM A HEIGHT OF APPROXIMATELY 2' TO GROUND LEVEL. THE PATIO DECK WILL HAVE GUARDRAILS AND PORTIONS OF THE PATIO DECK WILL ENCOMPASS EXISTING LANDSCAPING. THERE WILL ALSO BE TWO SETS OF STAIRS LOCATED NEAR THE APPROXIMATE MIDDLE OF THE DECK.

Said encroachment is more particularly described in Exhibits "A" and "B". In the event that the City requires the submission of more detailed plans and drawings, such plans and drawings shall be identified as Exhibit(s) and shall be incorporated herein by this reference, and the encroachment herein permitted shall be further defined and limited by said Exhibit(s).

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2. NATURE OF PERMIT: This Agreement shall not be deemed to transfer any real property interest of the City in and to said described public right-of-way. The rights of encroachment that are granted herein are in the nature of a permit only and are subject to termination by the City as provided for herein.

3. USE AUTHORIZED: This Agreement does not authorize any use of said described public right-of-way, or the airspace thereabove, other than for the use and maintenance of the improvements that are authorized therein, as the same are identified in Paragraph 1 above (the "Improvements" herein).

4. TERM: This Agreement shall become effective on the date it is filed and recorded at the Office of the County Recorder of Clark County, Nevada, and shall remain in effect until the same is terminated in accordance with Paragraph 9 hereof or until the Improvements cease to exist, at which time all of the rights that are enjoyed by the Owner by virtue hereof shall cease except as the parties hereto may otherwise agree in writing.

5. REPAIRS AND MAINTENANCE: The Owner, at its own cost and expense, shall maintain the Improvements in good repair and in a clean, good and safe condition at all times during the existence of this Agreement. In the event that the Owner fails or refuses to maintain the Improvements in a manner that is 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 so to do, the City, at its option, may perform or cause to be performed any repair or maintenance on the Improvements that it may deem necessary, and the Owner shall pay the cost thereof to the City upon demand. The failure of the Owner to pay the cost thereof within thirty (30) calendar days after its receipt of a written demand or invoice therefor from the City shall constitute a material breach of this Agreement.

6. INDEMNIFICATION: The Owner hereby agrees to indemnify, defend and save the City, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claim, lien, judgment or demand of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of any death, disease or bodily injury that may result to any person or persons, or of any injury or damage to, or destruction or loss of use of, any property, which may arise as a result of, or incidental to, the entering into or performance of this Agreement, the existence or maintenance of the Improvements, the use or occupancy of the Improvements, or any act or omission of the Owner or its officers, agents, employees or contractors.

COPY

7. INSURANCE: (A) The Owner further agrees to secure and maintain, at a minimum and at its sole cost and expense, the following liability insurance coverages with respect to the maintenance and use of the Improvements, which coverages shall be maintained throughout the existence of this Agreement:

1. Personal injury liability for injury or death to one person: \$1,000,000.00;
2. Personal injury liability for injury or death to any number of persons with respect to one occurrence: \$1,000,000.00;
3. Property damage liability per occurrence: \$1,000,000.00.

The City shall be named as an additional party insured under all of the liability coverages that are obtained with respect to the Improvements. The coverages that are required herein must be written by a company which is acceptable to the City and which is licensed to do business in the State of Nevada, and each policy with respect thereto shall provide that such coverages may not be canceled or materially altered without providing the City with sixty (60) calendar days' prior written notice of such cancellation or alteration.

(B) Within five (5) calendar days after the execution of this Agreement, and as a precondition to its continuing in force and effect, the Owner shall submit to the City a certificate of insurance

which evidences the required coverages. Such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer that would exist if separate policies had been written for each the Owner and the City.

(C) In the event that any of the insurance coverages that are required herein is canceled, terminated, reduced or restricted, and the Owner fails to obtain equivalent replacement coverage before such cancellation, termination, reduction or restriction becomes effective, the City may terminate this Agreement in accordance with the provisions of Paragraph 9 hereof.

8. COMPLIANCE WITH LAWS AND REGULATIONS: The Owner further agrees that, during the existence of this Agreement, the maintenance and use of the Improvements, and the use of the space that will be occupied thereby, shall conform in every respect to all current and subsequently enacted building and related statutes, ordinances, codes, orders, resolutions, rules and regulations.

9. TERMINATION; RELOCATION: The City may terminate this Agreement and order the removal of the Improvements, or may order the relocation of the Improvements, for any reasons upon at least thirty (30) calendar days' written notice to the Owner. The removal or relocation of the Improvements shall be at the Owner's expense and shall be completed, in a manner satisfactory to the City, within ninety (90) calendar days after the Owner's receipt of such notice. If the Owner fails to remove or relocate the Improvements in a satisfactory and timely manner, the City shall have the right to cause the removal or relocation thereof at the Owner's expense. The Owner shall pay the costs of such removal or relocation within thirty (30) calendar days after its receipt of a written demand therefor from the City.

10. NOTICES: Any notice which is required or permitted to be given under this Agreement shall be delivered in person or mailed to the parties and addresses listed below:

TO THE CITY:

City of Las Vegas
City Manager's Office
400 Stewart Avenue
Las Vegas, Nevada 89101

COPY

TO THE OWNER:

LEWIS CENTER PARKING, LLC
8910 W. TROPICANA AVENUE, #3
LAS VEGAS, NV 89147

11. BINDING UPON SUCCESSORS: It is understood and agreed that the obligations that are imposed upon the Owner by this Agreement shall run with the land and shall be binding upon any subsequent owner, assign and transferee of, and any successor in interest (including any heir of any such person) to the property, as described in Exhibits "A" and "B", for whose benefit the encroachment herein is permitted.

12. RECORDATION: This Agreement shall be filed and recorded in the Office of the County Recorder of Clark County, Nevada.

13. HOLDS: In the event that this Agreement is not executed or not satisfactorily completed, and / or the \$25.00 fee has not been paid, and / or proper insurance documentation has not been received by the City, holds can and will be placed on any related civil plan approval, permits of any kind, inspections, bond releases, and / or on the Certificate of Occupancy pertaining to the project named in this Agreement and / or on the parcel(s) listed in this Agreement.

14. PARAGRAPH HEADINGS: The paragraph headings, which appear herein, are for convenience of reference only and shall not be construed as defining, limiting or extending the scope or intent of the paragraphs to which they pertain.

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

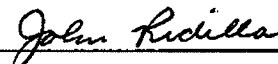
CITY OF LAS VEGAS



OSCAR B. GOODMAN, Mayor
The "City"

COPY

Approved as to form:

 1/2/08

DATE

John Ridilla
Deputy City Attorney

ATTEST:

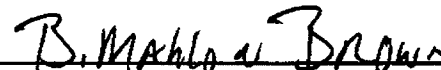


Beverly K. Bridges, CMC
Acting City Clerk

LEWIS CENTER PARKING, LLC

By  _____
The "Owner"

**USE BLACK INK ONLY AND
DO NOT WRITE WITHIN THE 1"
BORDER**

By  _____
Printed name of person signing above

CERTIFICATE

I, B. Mahlon Brown certify that I am a / the OWNER of the limited liability company named as Owner in the foregoing Agreement; that, B. Mahlon Brown who signed said Agreement on behalf of the Owner was then a / the Owner of that company; and that he or she was duly authorized to sign said Agreement for and in behalf of that company.

USE BLACK INK ONLY AND
DO NOT WRITE WITHIN THE 1" BORDER

Patricia Cook Brown
Witness
Patricia Cook Brown
Printed name of Witness

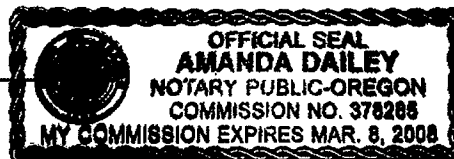
ATTENTION NOTARY: please notarize the signature of the above witness using black ink only and your stamp must be in black or dark blue ink and please do not write within the 1" border

STATE OF Oregon)
COUNTY OF Jackson) Ss.

COPY

On this 26 day of December 2007, before me personally appeared, Patricia Cook Brown known or proved to me to be the person who executed the above instrument, who acknowledged that he is a / the OWNER of, the company named as Owner above, and that he executed the foregoing instrument on behalf of said company for the purposes therein stated.

Amanda Dailey
NOTARY PUBLIC
IN AND FOR SAID COUNTY AND STATE



ATTENTION CLARK COUNTY: after recording please send to City of Las Vegas, Land Development, Attention Michael Rigsby, 731 South Fourth Street, Las Vegas, NV 89101

INDIVIDUAL ACKNOWLEDGMENT

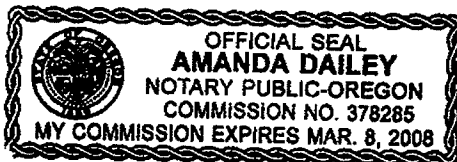
State/Commonwealth of Oregon }
County of Jackson } ss.

On this the 26 day of December, 2007, before
me, Amanda Dailey, the undersigned Notary
Public, personally appeared B. Mahlon Brown,
Name(s) of Signer(s)

☐ personally known to me – OR –

☒ proved to me on the basis of satisfactory
evidence

to be the person(s) whose name(s) is/are
subscribed to the within instrument, and
acknowledged to me that he/she/they
executed the same for the purposes therein
stated.



WITNESS my hand and official seal.

Amanda Dailey
Signature of Notary Public

Amanda Dailey, Medford OR
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

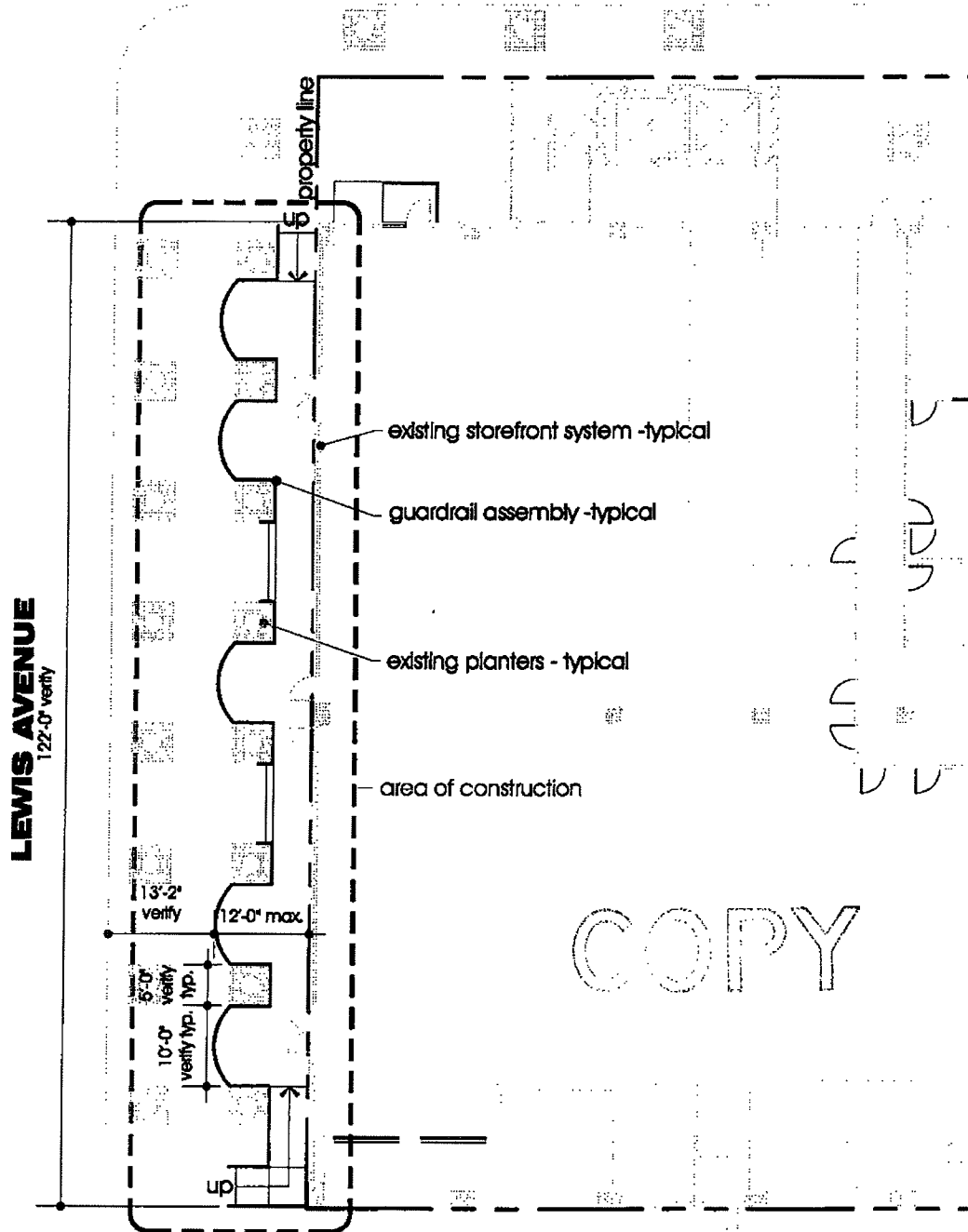
Signer(s) Other Than Named Above: _____

Right Thumbprint
of Signer

Top of thumb here

EXHIBIT "A"

CASINO CENTER BLVD

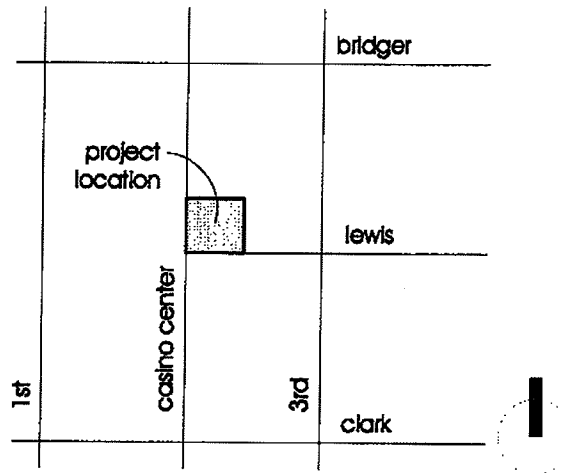


site plan

not to scale

EXHIBIT "B"

vicinity map



COPY

