

City of Las Vegas

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART
8TH FLOOR CONFERENCE ROOM
TUESDAY, JUNE 1, 1999
3:00 P.M.

REAL ESTATE COMMITTEE - COUNCILMEN ADAMSEN AND REESE

CALL TO ORDER:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES: Approval of the Minutes of the Regular meeting of May 17, 1999.

NEW BUSINESS:

- 1 Discussion and possible approval of a lease and management agreement between the City of Las Vegas and St. Jude's Ranch for Children on Bureau of Land Management (BLM) property located north of Grand Teton between Jones and Decatur subject to final approval by the BLM

CITIZENS PARTICIPATION

ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISIONS OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A MATTER NOT LISTED ON THE AGENDA, PLEASE CLEARLY STATE YOUR NAME AND ADDRESS. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Downtown Transportation Center, City Clerk's Board
Senior Citizens Center, 450 E. Bonanza
Clark County Government Center, 500 S. Grand Central Parkway
Court Clerk's Office Bulletin Board, City Hall Plaza
City Hall Plaza, Special Outside Posting Bulletin Board

192

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **25th** day of **May 1999**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re **A Real Estate Committee Meeting** to be held on the **1st** day of **June, 1999**, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.



SIGNATURE

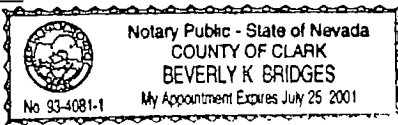
City Clerk

DEPARTMENT

Subscribed and sworn to before me
this 25th day of May, 1999.



NOTARY PUBLIC in and for
said County and State



**ANNOTATED MINUTES
REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART AVENUE
8TH FLOOR CONFERENCE ROOM
3:00 P.M.
TUESDAY, JUNE 1, 1999**

CALL TO ORDER: Councilman Adamsen called the meeting to order at 3.11 p m

ATTENDANCE: Arnie Adamsen, City Councilman
Steve Houchens, Deputy City Manager
Terri Ponticello, Deputy City Attorney
David Roark, Manager, Real Estate & Asset Management
Kyle Walton, Planning & Development

EXCUSED: Gary Reese, City Councilman

MIINUTES:

The Minutes of the Regular meeting of May 17, 1999, were approved by reference
(3:11)
1-9

1. DISCUSSION AND POSSIBLE APPROVAL OF A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND ST. JUDE'S RANCH FOR CHILDREN ON BUREAU OF LAND MANAGEMENT (BLM) PROPERTY LOCATED NORTH OF GRAND TETON BETWEEN JONES AND DECATUR SUBJECT TO FINAL APPROVAL BY THE BLM

David Roark, Manager of Real Estate & Asset Management, explained that this item is a continuation of a previous item from the last Real Estate Committee meeting. This agreement would enable St. Jude's Ranch for Children to obtain BLM land through a lease agreement with the City. Deputy City Attorney Terri Ponticello noted that this lease and management agreement is subject to BLM's final approval, which they have verbally given. The commencement of the lease will not take place until BLM gives authorization to start construction on the property.

Kyle Walton, Planning & Development, pointed out that there are issues as to compatibility with the proposed project and a General Plan Amendment may be required to address minimum security, locked down ability and a 12 foot wall, as discussed at the Real Estate Committee Meeting of May 17, 1999. He recommended that the applicant attempt to contact the surrounding neighbors to make sure they are aware of the proposed project. Councilman Adamsen concurred and added that it would be appropriate to fully brief Councilman Brown on this matter.

Mr. Roark added that City staff and Councilman Brown have been in discussion with St. Jude's Ranch for Children for two years. St. Jude's is very much aware that they will have to contact the neighbors and the developer is also aware of that. The notification method which must be consistent with the BLM process has been reviewed with them. Councilman Adamsen requested that St. Jude's Ranch for Children post a permanent sign on the site for additional notification purposes. Mr. Roark responded that St. Jude's has been requested to do so.

No one spoke in opposition.

REAL ESTATE COMMITTEE MEETING

June 1, 1999

Page 2

There was no further discussion

Councilman Adamsen recommended that Item 1 be forwarded to the Full Council with a "Do Pass" recommendation.

(3 11 - 3.12)
1-11

CITIZENS PARTICIPATION:

None

(3 15)
116

ADJOURNMENT:

The meeting adjourned at 3 15 p m

/ac

INTER-OFFICE MEMORANDUM

June 1, 1999

TO: COUNCILMAN ARNIE ADAMSEN COUNCILMAN GARY REESE REAL ESTATE COMMITTEE	FROM: DAVID ROARK, MANAGER REAL ESTATE & ASSET MGMT. DIVISION
SUBJECT: June 1, 1999, Real Estate Committee Agenda Item/Discussion and possible approval of a lease and management agreement between the City of Las Vegas and St Jude's Ranch for Children on Bureau of Land Management (BLM) property located north of Grand Teton between Jones and Decatur subject to final approval by the BLM	COPIES TO: MAYOR JAN LAVERTY JONES COUNCILMAN MICHAEL J MCDONALD COUNCILMAN LARRY BROWN VIRGINIA VALENTINE STEVEN P HOUCHENS JOHN MCNELLIS JEFF MARESH

BACKGROUND:

In November 1997, the City Council authorized staff to file an application with the Bureau of Land Management on a 40 acre tract of land at the intersection of Highway 95 and Elkhorn upon which St Jude's already had a lease. Simultaneously, with Council approval, St. Jude's issued a letter to the BLM relinquishing their lease in favor of the City of Las Vegas. Just in the past month, the City completed Phase I on construction of a beautiful park at this location.

In exchange for this property, the City committed to finding another 40 acres tract of land for St. Jude's. In May 1998, the City Council authorized staff to obtain the above subject property from the BLM and enter into negotiations with St. Jude's for a lease and management agreement for the construction and development of a facility that will house children between the ages of 12 to 18 years old. This facility will provide a home for abused, abandoned, neglected and troubled children.

When all four phases of this facility are finished, this campus will consist of cottages, a library, a school, recreational center, administrative building, a chapel, dining hall, a store, craft shop, staff housing, music center, visitor housing, soccer field, tennis courts, a softball field, an amphitheater, training pool, and a decorative 12' wall around the perimeter of the complex. This will truly be a facility the whole state will be proud of. The estimated cost of this facility is \$45,000,000.00.

The history, plan of action, different phases with construction timelines and conceptual pictures of the campus are included in a separate package for your review.

FISCAL IMPACT:

\$100 filing fee.

STAFF RECOMMENDATION:

The Real Estate & Asset Management Division recommends approval of this land lease agreement, which will be dependent on final approval by the Bureau of Land Management.

**ST. JUDE'S RANCH FOR CHILDREN, INC.
LEASE AND MANAGEMENT AGREEMENT**

THIS LEASE AND MANAGEMENT AGREEMENT (hereinafter "Agreement") is made and entered into on the ____ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and ST. JUDE'S RANCH FOR CHILDREN, INC., a Nevada nonprofit corporation (hereinafter the "Contractor").

RECITALS

WHEREAS, the City has applied for a lease of land, as described below, for recreation or public purposes from the United States Department of the Interior, Bureau of Land Management ("BLM"), which lease will contain conditions subsequent which, in essence, require the City to use the underlying land for recreational or public purposes in accordance with the federal Recreational and Public Purposes Act, 43 U.S.C. Secs. 869 - 869-4 (RPP Act); and

WHEREAS, the land consists of approximately forty (40) acres and is situate in the northwest area of the City of Las Vegas, bounded by Bradlee Road, Dunneville Road, Horse Drive and Racel Street and is legally described in Exhibit "A-1", Legal Description, and depicted on Exhibit "A-2", Site Map, both attached hereto and made a part of this Agreement; and

WHEREAS, the City recognizes the success of Contractor in providing residential care for abused, troubled, neglected and abandoned children over the last twenty-five (25) years; and

WHEREAS, Contractor desires to provide residential care to abused, abandoned and troubled adolescents by developing the Good Shepherd Campus ("Facility") which shall consist of an on-campus educational facility, dining hall, library, chapel, administrative offices and recreational center; and

WHEREAS, no other similar type of facility presently exists in the State of Nevada, and adolescents needing this type of facility are presently sent out of state; and

WHEREAS, on April 21, 1999, Contractor submitted an unsolicited proposal to the City to develop and operate the Facility, as more particularly described in the proposal attached hereto as Exhibit "B", on the subject land; and

WHEREAS, the City has requested that BLM review the Contractor's unsolicited proposal dated April 21, 1999, to determine if the proposal is compatible with the conditions for the lease of the land and federal laws; and

WHEREAS, BLM stated that the proposal is most likely a compatible use with the RPP Act and a final determination is subject to a review and approval of this Agreement by BLM;

WHEREAS, the City finds that the proposed use of the land contemplated by this Agreement serves the public interests of this community and the State of Nevada.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto enter into this Agreement.

Section 1. Purpose

Subject to the Bureau of Land Management's (hereinafter "BLM") approval of the Application for Land for Recreation or Public Purpose and Plan of Development and the provisions set forth below, the City hereby grants to Contractor, through its rights, title and interest in and to that certain real property (hereinafter "Premises") situated in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described in Exhibit "A" attached hereto, the exclusive right and license to use the Premises to design, construct, operate, maintain and further improve, at Contractor's sole cost and expense, facilities of the residential care and treatment of abused, abandoned, troubled and/or adjudicated adolescents, and other related facilities and services as set forth in Contractor's unsolicited proposal submitted to the City on April 21, 1999 (hereinafter "Final Proposal") and attached hereto as Exhibit "B". The "Primary Development Project," also referred to as "Facility," includes all elements contained in the Final Proposal as well as all site plans, elevations and other documents describing Facility contained in or attached to this Agreement. If any portion of the Premises remains undeveloped, City may consent to grant Contractor the right to develop and manage such other facilities and services as City deems appropriate and consistent with the Primary Development Project. Contractor will use the Premises to construct and operate the Primary Development Project and shall use the Premises for purposes specified in the Final Proposal and for uses consistent with the RPP Act.

Section 2. Period of Agreement

The period of this Agreement, unless terminated earlier pursuant to other provisions herein, shall be for a period of ten (10) years ("Initial Term") and the Initial Term shall be concurrent with the term of the lease between the City and BLM ("BLM Lease"). This Agreement shall commence on the date BLM issues its letter to proceed with construction of the Primary Development Project (hereinafter "Commencement Date"). When the Commencement Date is established, City and Contractor shall execute a memorandum confirming the Commencement Date, and such memorandum shall be attached hereto as Exhibit "C". At the expiration of the Initial Term, this Agreement may be extended for five (5) ten-(10)year periods by mutual agreement in writing by the parties, subject to Contractor's compliance with the Agreement and the RPP Act.

Section 3. Land License Fees

Contractor shall pay City an annual land license fee of One Dollar (\$1.00) beginning in the calendar year of the Commencement Date.

Each annual land license fee payment shall be made on or before the 31st day of January following the completion of the calendar year as set forth in this Section 3.

Contractor shall make available to City and its auditor financial statements and related records regarding the Contractor's operations on the Premises which such auditor reasonably deems necessary to complete such audit. All such documents so provided shall be treated confidentially to the extent allowed by law. The failure of the Contractor or any of its agents or subcontractors to maintain adequate records connected with the Premises shall be regarded as a breach of this Agreement.

Section 4. Plans

Prior to the commencement of construction and within twenty-four (24) months after receipt of written notice that the BLM has approved the Application for Land for Recreation or Public Purpose and Plan of Development to incorporate this Agreement, Contractor shall provide the Real Estate and Asset Division of the City with final plans and specifications for the Primary Development Project. Such plans and specifications shall be prepared by an architect or engineer, as required by law, who complies with all licensing and registration requirements of the State of Nevada. The final plans and specifications shall conform substantially to the preliminary site and building plans and exterior elevations, attached in Exhibit "B"; provide for a qualitative standard of construction; and be in sufficient detail to provide for adequate control of the materials and processes in order to assure that the development conforms to good building practices and satisfies all of the applicable state and local construction requirements.

After the City's Real Estate and Asset Division approves the final plans and specifications, a copy thereof shall be attached hereto as Exhibit "D". After the completion of construction of the Primary Development Project, Contractor shall provide the City's Real Estate and Asset Division with one copy of as-built drawings of each structure erected and each utility line installed. Further, Contractor shall provide the City's Real Estate and Asset Division with complete drawings or details of any substantial additions, modifications or repairs undertaken at the Premises following the initial construction.

Section 5. Construction

No construction may be commenced until the final plans and specifications have been approved by, and permits have been issued by, the Building Department of the City and all construction shall conform thereto. Contractor shall provide all notices required as a result of such construction and comply with all applicable laws and regulations regarding the Premises and the construction thereon. Contractor shall obtain all permits and licenses required by this construction.

Prior to the expiration of the Initial Term of this Agreement, Contractor shall construct the Facility in accordance with the final plans and specifications. The construction of the Facility shall be completed in four (4) Phases and each phase of construction shall be completed in accordance

with the Construction Schedule in Section Two of the Final Proposal.

Section 6. Operation

Contractor shall operate the Facility as facilities for the residential care and treatment of abused, abandoned, troubled and/or adjudicated adolescents and other related activities and services as more specifically described in the Final Proposal.

As Contractor operates the Facility, it shall observe all applicable federal, state and local laws and regulations, including all requirements of the American with Disabilities Act. Contractor shall not discriminate in the use of the Premises on the basis of race, creed, sex, age, religion or national origin.

Contractor shall take all reasonable action to protect the health, safety and well-being of its patrons, residents and invitees. Contractor shall perform all obligations imposed upon it by this Agreement in a diligent, reasonable and credible manner.

Section 7. Maintenance

Contractor shall provide such services, including janitorial, custodial, solid waste removal, maintenance, repair, utilities and other services which are necessary to keep the Premises, and all the structures, fixtures, furnishings and equipment installed or used thereon, in a good, sightly, safe and sanitary condition at all times. Contractor, or its agents, shall provide City with access at all times for the purpose of inspecting the Premises to ascertain whether or not the Premises and all the structures, fixtures, furnishings and equipment installed or used thereon are being maintained in a good, sightly, safe and sanitary condition. At all times during the term of this Agreement, Contractor shall maintain all structures, fixtures, furnishings and equipment installed or used on the Premises in a condition similar to that which existed at the time they were first constructed or installed, reasonable wear and tear excepted.

Section 8. Insurance

Contractor shall, at its sole cost and expense, obtain as of the Construction Commencement Date and maintain throughout the entire term of this Agreement the following insurance coverages:

(a) Sufficient coverage to reasonably protect its employees pursuant to the State of Nevada Industrial Insurance Act and Occupational Diseases Act (NRS Chapters 616 and 617) and Employment Security provisions;

(b) A policy of comprehensive public liability insurance on the Premises and its use by Contractor, with a combined single limit of liability of at least One Million Dollars (\$1,000,000) per person and property damage protection of at least Five Hundred Thousand Dollars (\$500,000). This coverage shall be on a per "occurrence" basis and not on a per "accident" basis. At intervals of no

less than three (3) years. City may require Contractor to increase the amount of public liability or property damage insurance coverage if, in the reasonable opinion of City or its insurance consultant, such increase is justified based upon the current trends of claims and recoveries; and

(c) A policy for fire, casualty, vandalism, malicious mischief and extended coverage insurance covering the Premises, and all of the structures, fixtures, furnishings and equipment that are constructed, installed or used thereon, for the full insurable replacement value of the foregoing items.

Each policy of insurance required herein shall be issued as a primary policy with the City named as an additional insured thereunder; by an insurance company with a financial rating of at least +3A status (as shown in the most recent edition of *Best's Insurance Reports*) and authorized to do business in the State of Nevada; and with an endorsement that requires the City to receive at least thirty (30) days written notice from the insurer before any cancellation or change in coverage takes effect.

Contractor shall provide to City copies of all policies of insurance required herein prior to Contractor's occupation of the Premises and copies of all policy renewals prior to the respective renewal deadlines.

If Contractor fails to maintain any of the policies required herein, City may acquire such coverage at such cost as City reasonably determines to be appropriate, and Contractor shall reimburse City for such costs within thirty (30) days after Contractor's receipt of City's invoice therefor. In the event that the Contractor fails to reimburse the City for the cost of such coverage, the City shall have the right to terminate this Agreement.

Section 9. Taxes

Contractor may, at its sole cost and expense, initiate appropriate legal action, in its own name and in the name of City if City so consents, to contest the validity or amount of any tax, fee assessment or other related charge imposed on the Premises and any improvements thereon. Unless such charge must, as a matter of law, be paid during such contest and Contractor fails to do so, Contractor's failure to pay such charge during the pendency of such contest shall not constitute a default hereunder.

Section 10. Indemnity

Contractor shall defend, indemnify and hold City, its officers, employees and agents harmless from any demands, claims, liability, losses, damages, costs, expenses, attorney's fees, judgments and liens of any kind regarding any act, omission or negligence of Contractor, its agents or employees in connection with the construction, management and operation of the Premises and Facility, or in connection with the performance of this Agreement.

City shall indemnify and hold Contractor harmless, in an amount up to Fifty Thousand Dollars (\$50,000) per claimant, from any demands, claims, liability, losses, damages, costs, expenses, attorney's fees, judgments and liens of any kind regarding any act, omission or negligence of City, its agents or employees in connection with the Premises and Facility.

The indemnified party shall provide the indemnifying party with notice of any such claims of liability with reasonable promptness. The indemnified party may defend itself in such proceedings and select and pay for its own counsel. The indemnified party shall cooperate fully with the indemnifying party in such defense and make all pertinent information under the control of the indemnified party available to the indemnifying party. The indemnifying party may only settle a claim that affects the rights or may affect the rights of the indemnified party in the indemnified party consents thereto.

Section 11. Condemnation

City recognizes that Contractor's rights in its continued and uninterrupted operation of the facilities and services on the Premises pursuant to this Agreement entitle Contractor to many rights similar to those enjoyed by a lessee. Except for a condemnation action initiated by the City for road improvements, should a portion or all of the Premises be condemned due to no fault of the Contractor, and such condemnation materially affects the operation of the Facility, City agrees that it will support and take no position contrary to an assertion by Contractor that it is entitled to just compensation for such taking as if the interest held by Contractor were construed in this context to be a leasehold interest.

If all or any part of Contractor's interest herein is so affected by condemnation, due to no fault of Contractor, that it is no longer appropriate, in Contractor's sole discretion and judgment, to continue to operate Facility, Contractor may terminate this Agreement by notifying City of such determination within ninety (90) days after such taking; however, Contractor may not recover damages against the City if the City does not initiate or cause the condemnation action. If Contractor does not elect to terminate this Agreement, it shall remain in full force and effect.

Section 12. Destruction of Premises

If, during the term of this Agreement, Facility is totally or partially destroyed and, in the sole discretion and judgment of Contractor, the Premises are totally or partially inaccessible or unusable, Contractor may restore, at its sole cost and expense, Facility to substantially the same condition as it was immediately prior to such destruction, whether or not the insurance proceeds are sufficient to cover the actual cost of such restoration, and thereby continue this Agreement.

Section 13. Assignment

Contractor may not, either voluntarily or by operation of law, assign or transfer this Agreement, or any of its rights or interests therein, without the prior consent of the City Council and

BLM. City may not unreasonably withhold its consent of a proposed assignment or transfer if a proposed assignee or transferee demonstrates its ability effectively to bear the economic risk and management responsibilities imposed herein upon Contractor. Any attempted assignment or transfer, without such consent, shall be void and confer no rights upon any purported assignee or transferee. Notwithstanding the foregoing, Contractor may, without City's prior consent, assign this Agreement to its lender to collateralize a loan made to finance construction of Facility; in such event, the lender shall enjoy the same rights as provided to Contractor with respect to curing any default by Contractor.

Section 14. Termination

At any time following completion of the construction of the Primary Development Project, Contractor may terminate this Agreement after providing City with two hundred forty (240) days advance written notice of its intention to do so. In such event, City shall take title to and possession of the structures and fixtures, and Contractor shall retain title to and possession of and remove all non-attached equipment prior to the date that termination takes effect.

Contractor shall be deemed to be in default of this Agreement, City may terminate this Agreement and City shall have all rights and remedies at law or in equity if:

(a) Contractor defaults in the payment of any sum of money due City hereunder and such default continues after City provides Contractor with thirty (30) days advance written notice thereof; or

(b) Contractor defaults in the performance of any other terms or conditions hereunder and such default continues after City provides Contractor forty-five (45) days advance written notice thereof; provided, however, that if such default can be cured but cannot be cured with reasonable diligence within such forty-five (45) day period, such default shall be deemed to be cured if Contractor, within such forty-five (45) day period, has exercised reasonable due diligence to cure such default and thereafter completes such cure with reasonable due diligence; or

(c) Contractor ceases to operate any part of the Facility for reasons other than repair, refurbishing, construction or weather; or

(d) Contractor's operations of the Facility and maintenance of the Premises is in violation of the RPP Act.

If City terminates this Agreement pursuant to the provisions set forth above, City may, without liability for such actions and after providing Contractor with ninety (90) days advance written notice, enter upon and repossess the Premises; expel Contractor and its agents, officers, employees and subcontractors therefrom; and take title to and possession of the structure and fixtures thereon, provided that Contractor shall retain title to and possession of all non-attached equipment.

Contractor shall have all rights and remedies at law or equity if City defaults in the performance of any terms or conditions of this Agreement. However, in the event of a default by the City, Contractor shall first provide City with ninety (90) days advance written notice of the default. If such default can be cured but cannot be cured with reasonable diligence within such ninety (90) day period, such default shall be deemed to be cured if City, within such ninety (90) day period, has exercised reasonable due diligence to cure such default and thereafter completes such cure within a reasonable period following such ninety (90) day period. If this Agreement is terminated, the land license fee shall be prorated to the date of termination.

Section 15. Force Majeure

The time period in which either party must perform any provision hereunder shall be extended by a period equal to the number of days during which either party is prevented from such performance due to matters beyond such party's reasonable control, including labor disputes, civil commotion, war, warlike operation, sabotage, governmental action or control, fire or other casualty, inability to obtain materials or energy supplies, weather, acts of God or other causes.

Section 16. Dispute Resolution

If any dispute arises between City and Contractor regarding the performance or interpretation of any provision herein, each party or its representatives shall meet within five (5) days after either party makes such request and attempt to resolve such dispute. If such dispute cannot be resolved thereby, either party may initiate a lawsuit in the Eighth Judicial District Court, Clark County, Nevada, and the prevailing party in such action shall be awarded its attorney's fees, court costs and other dispute resolution expenses, including costs of collection and enforcement.

Section 17. Condition Precedent

Following approval of this Agreement by the City and Contractor, this Agreement will be submitted to the BLM for its final review to confirm that this Agreement conforms to the provisions of the Recreational and Public Purposes Act. This provision is deemed to be a condition precedent to this Agreement. The Agreement shall not take effect until such time as any comments of the BLM have been incorporated herein to the satisfaction of the BLM, City and Contractor. If the foregoing condition precedent cannot be met to the satisfaction of all three parties, this Agreement shall be considered null and void, and each party shall be responsible for its own costs in connection with this Agreement.

Section 18. Miscellaneous

Whenever this Agreement requires the approval or consent of City, Contractor must receive such approval or consent from the Las Vegas City Council or Las Vegas City Manager or her designee. However, nothing in this Agreement shall be construed as an approval by the City Council or any board, commission, regulatory or administrative authority of any licensing, zoning or other

matter for which Contractor, its agents or financiers may be required to obtain for the operation, construction and maintenance of the Premises. Any modification of this Agreement must be written and executed by both parties. Any notice or demand required hereunder must be written and delivered to the parties by certified or registered United States mail, postage prepaid; fax transmission or any form of personal delivery to the last known business address of the parties. This Agreement supersedes any prior written or oral agreements and constitutes the complete agreement between the parties. This Agreement shall be governed exclusively by its terms and the laws of the State of Nevada. If any provision herein should be held by a court of competent jurisdiction to be invalid, void or unenforceable by the laws applicable thereto, all other provisions herein shall continue in full force and effect. A waiver by either party of a breach of any provision herein shall not be construed to be a waiver of any subsequent breach of the same or any other provision herein. Each party shall perform any further actions reasonably necessary and requested by the other party to implement the provisions herein. This Agreement is binding upon and inures to the benefit of each party and its respective assignees, heirs, legal representatives and successors. This Agreement may be executed in any number of original counterparts and all such counterparts together shall constitute one and the same Agreement.

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

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Ponticello 5/12/99
Date

ST. JUDE'S RANCH FOR CHILDREN, INC.,
a nonprofit corporation

By: _____

Its: _____

LIST OF EXHIBITS

EXHIBIT "A-1"	Legal Description
EXHIBIT "A-2"	Site Map
EXHIBIT "B"	Proposal dated April 21, 1999
EXHIBIT "C"	Memorandum—Commencement Date
EXHIBIT "D"	Final Plans and Specifications

EXHIBIT "A-1"

Legal Description

A.P.N. 125-12-301-002 (01E-230-001)

Government Lot 1 in the Southwest Quarter (SW ¼) of Section 12, Township 19 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada. Said Government Lot 1 more commonly referred to as the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of said Section 12.

The above described parcel of land contains an area of 39.87 acres, more or less as shown on the DEPENDENT RESURVEY AND SUBDIVISION of Township 19 South, Range 60 East, M.D.M., dated January 14, 1991.

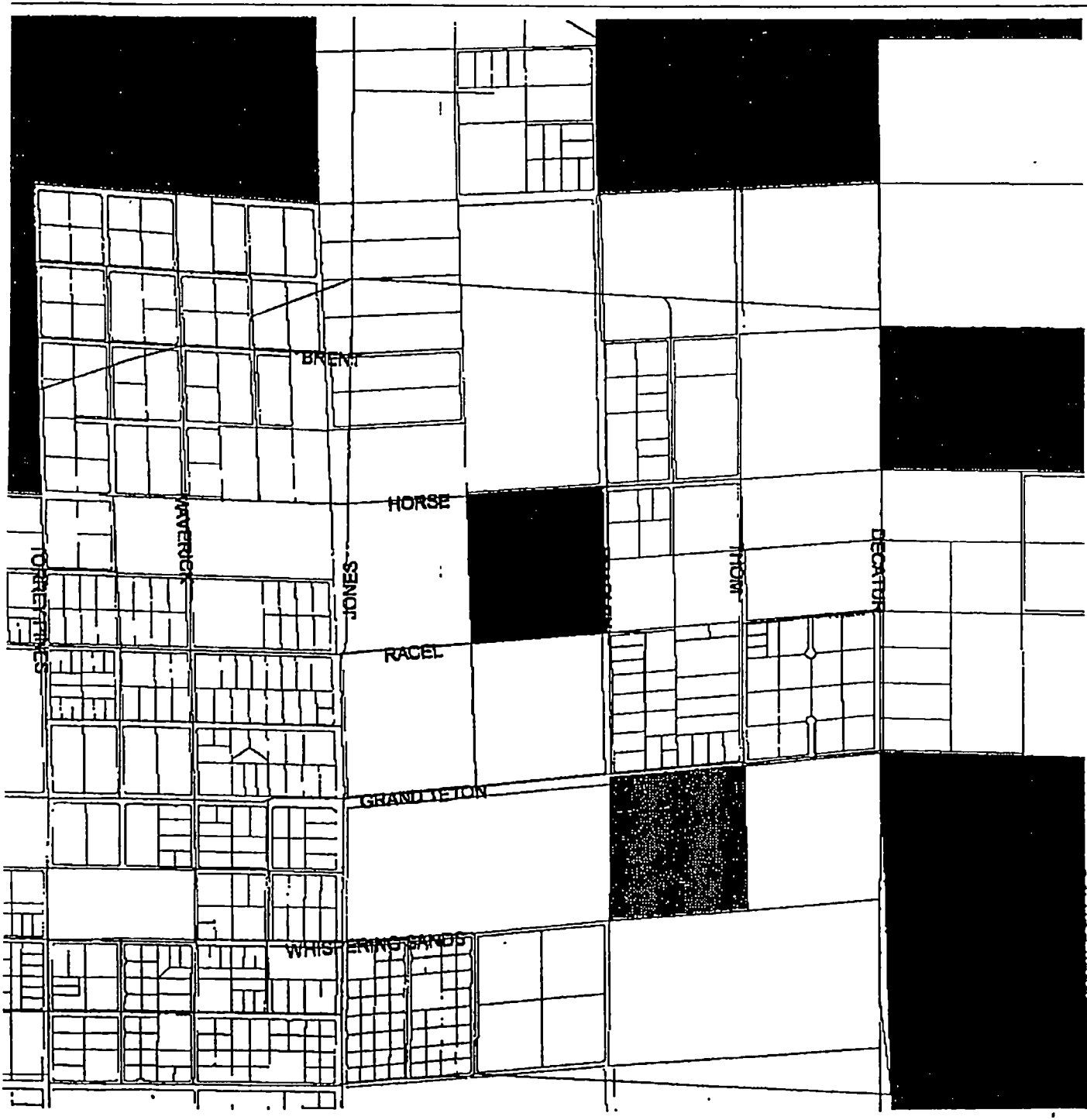






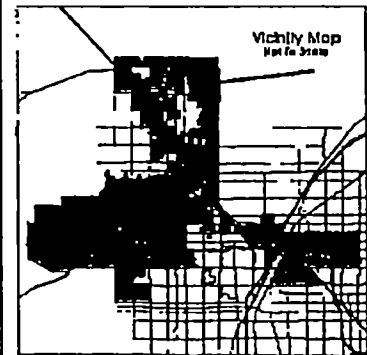


Exhibit A-2

-  Street Centerline
-  St. Jude's Future Site
-  City Leased USA Sites
-  USA
-  City of Las Vegas
-  Parcels



Real Estate & Asset Management



1:15840



Date of Data: 11/26/04/07

EXHIBIT "A-2"
 Site Map

EXHIBIT "B"

Final Proposal
[on file in the City Clerk's Office]