City of Las Vegas

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART
CITY MANAGER'S CONFERENCE ROOM
CITY OF LAS VEGAS INTERNET ADDRESS: http://www.ci.las-vegas.nv.us
MONDAY, DECEMBER 13, 1999
2:00 P.M.

REAL ESTATE COMMITTEE - COUNCILMEN REESE AND M. McDONALD

CALL TO ORDER:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES: Approval of the Minutes of the Regular meeting of November 15, 1999.

NEW BUSINESS.

1 **ABEYANCE ITEM** - Discussion and possible action to approve a lease agreement between the City of Las Vegas and the State of Nevada, Department of Human Resources, Welfare Division, for approximately 30,840 square feet of office space located at 1040 W Owens Avenue (previously shown as 1621 J Street) ($16,927.68 revenue per month - 1st year)

2. **ABEYANCE ITEM** - Discussion and possible action to authorize staff to apply for a lease application with the Bureau of Land Management for property located at the southeast corner of Marla Street and Red Coach Avenue for a future neighborhood park site ($100 00 - General Fund)

3. **ABEYANCE ITEM** - Discussion and possible action to enter into negotiations for an unsolicited offer from Las Vegas Premier Soccer Club, Inc , to develop and operate a soccer complex on undeveloped land currently under a lease application with the Bureau of Land Management, located between Buffalo Drive and Durango Drive

4 Discussion and possible action on a land lease agreement with the Clark County Health District for the location of an air monitoring station in the East City Service Yard, 3104 East Bonanza Road

5. Discussion and possible action on the purchase of real property known as parcel numbers 162-04-601-004 and 162-04-601-005, located at Martin Luther King Boulevard, north of Oakey and south of Charleston, between Cynthia A Inman or nominee and John and Marjorie Banks for the future construction of a fire station ($307,000 - Fire Services CPF)

6. Discussion and possible action on the Real Property Purchase and Sale Agreement between the City of Las Vegas and Berlin Industries, Inc. for the sale of land in the Las Vegas Technology Center (Gain of $1,142,911)

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

108

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 **7th** day of **December, 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 **13th** day of **December, 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

7th day of December, 1999

____
NOTARY PUBLIC in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
BEVERLY K BRIDGES
My Appointment Expires July 25, 2001

AFFIDAVIT OF POSTING
(Posting 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 **8th** day of **December, 1999**, at the hour of **8:30 a.m.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Real Estate Committee Meeting** to be held on the **13th** day of **December, 1999** at **2:00 p.m.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

EC 1. On the City Clerk's Bulletin Board at the Downtown Transportation Center;

EC 2. In the Senior Citizens Center, 450 E. Bonanza Road;

EC 3. Clark County Government Center, 500 S. Grand Central Parkway; (Faxed)

EC 4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (near the entrance to the Court Clerk's Office); and

EC 5. On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (in the walkway area between Metro and Municipal Court).

E Cotton
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me

this 8th day of December, 1999

Beverly K Bridges
NOTARY PUBLIC in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
BEVERLY K BRIDGES
My Appointment Expires July 25 2001
No 93-4081 1

ANNOTATED MINUTES
REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART AVENUE
8TH FLOOR CONFERENCE ROOM
3:00 P.M.
MONDAY, DECEMBER 13, 1999

CALL TO ORDER: Councilman Reese called the meeting to order at 2 03 p.m.

ATTENDANCE:
Gary Reese, City Councilman
Teri Ponticello, Deputy City Attorney
Jeff Maresh, Director, Office of Business Development
David Roark, Manager, Real Estate & Asset Management
Sharon Segerblom, Director, Neighborhood Services
Mike Majewski, Manager of Economic Development
Doug Selby, Deputy City Manager

EXCUSED:
Michael McDonald, City Councilman

MINUTES:

The Minutes of the Regular meeting of November 15, 1999, were approved by reference

(2 03)
1-11

1. **ABEYANCE ITEM** - DISCUSSION AND POSSIBLE ACTION TO APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE STATE OF NEVADA, DEPARTMENT OF HUMAN RESOURCES, WELFARE DIVISION, FOR APPROXIMATELY 30,840 SQUARE FEET OF OFFICE SPACE LOCATED AT 1040 W OWENS AVENUE (PREVIOUSLY SHOWN AS 1621 J STREET) ($16,927.68 REVENUE PER MONTH - 1ST YEAR)

David Roark, Manager of Real Estate & Asset Management, stated that the present lease agreement with the Welfare Office expired October 1999 The request for another five-year lease agreement comes from the State of Nevada Welfare Division effective 2/1/2000 and will run the five years concurrently with the option to extend for another five years The City will have to do tremendous renovation in the current building to bring it up to code, including the front counter space. The renovation cost will be rolled into the lease rent and will take effect in an accelerated amount in the second year of contract The Welfare Division is currently paying approximately 51 cents a square foot which will increase to 74 cents a square foot by the third year of the contract The State has already approved this contract and Mr Roark recommended approval.

Tom McGowan, 720 South Casino Center Boulevard, verified with Mr. Roark that the property's approximate market value in this area ranges from 90 cents to $1 00 a square foot.

Sharon Segerblom, Director of Neighborhood Services, pointed out that a tremendous increase was negotiated by Mr Roark This is programmed income money and CDBG funds have to be used for public purposes. The City is lucky that the Welfare Division wants to renew the lease for another five years.

There was no further discussion

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

(2:04 - 2:06)
1-13

2. **ABEYANCE ITEM** - DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE STAFF TO APPLY FOR A LEASE APPLICATION WITH THE BUREAU OF LAND MANAGEMENT FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF MARLA STREET AND RED COACH AVENUE FOR A FUTURE NEIGHBORHOOD PARK SITE ($100.00 - GENERAL FUND)

David Roark, Manager of Real Estate & Asset Management, explained that the small five acre parcel is located in the northwest portion of the Valley and has not yet been annexed into the City This site is located within the approved future Lone Mountain West Master Development Plan for a future park site.

Tom McGowan, 720 South Casino Center Boulevard, asked what type of park will be built at this location. Councilman Reese replied that it has not yet been designated.

There was no further discussion.

Councilman Reese recommended that Item 2 be forwarded to the Full Council with a "Do Pass" recommendation.

(2.06 - 2:08)
1-101

3 **ABEYANCE ITEM** - DISCUSSION AND POSSIBLE ACTION TO ENTER INTO NEGOTIATIONS FOR AN UNSOLICITED OFFER FROM LAS VEGAS PREMIER SOCCER CLUB, INC , TO DEVELOP AND OPERATE A SOCCER COMPLEX ON UNDEVELOPED LAND CURRENTLY UNDER A LEASE APPLICATION WITH THE BUREAU OF LAND MANAGEMENT, LOCATED BETWEEN BUFFALO DRIVE AND DURANGO DRIVE

David Roark, Manager of Real Estate & Asset Management, stated that an unsolicited proposal was received from a Nevada non-profit organization, Las Vegas Premier Soccer Club, Inc., in October 1999 to construct and operate a soccer complex on approximately 100 acres currently under a lease application with the Bureau of Land Management

Tom Skancke, The Skancke Company, 2330 Padeo Del Prado, appeared on behalf of and with Dr. Gary Marrone, President of Las Vegas Premier Soccer Club, Inc. Mr Skancke explained that Premier Soccer Club is a 501C3 charitable organization established about three years ago to provide premier soccer to the children of Las Vegas. The application requests to construct 20 soccer fields with a soccer stadium on 90 acres of land along the Summerlin Parkway This complex, combined with the soccer project at Cimarron High School, will be the largest soccer complex in the country. The objective is to provide enough soccer fields in Southern Nevada for those entities interested in playing soccer in Southern Nevada. The soccer fields at the Silver Bowl will be lost because the County is turning them into softball fields.

Mr. Skancke noted that a proposal provision states that the City of Las Vegas would have access to a certain number of fields during the day and be utilized by Premier Soccer Club during their soccer program. He presented a rendering depicting two playground areas, a soccer stadium and 20 soccer fields. Restrooms will be provided throughout the entire facility along with parking for the entire complex. The soccer stadium will be a top end soccer stadium which will be used for other events as well. This project will provide something not available in Southern Nevada today

Dr Gary Marrone stated that the soccer program in Nevada is not consistent with what is available in most of the United States and the number of kids receiving soccer scholarships are the lowest in the country The Premier Soccer program was started to address this and has recruited head coaches who have played college or professional soccer. When the program grew from 3 to 14 teams, a problem with practice space arose Premier Soccer is also competing with about 12,000 other boys and girls that also needed a place to practice. In response, consideration of building a soccer complex came about.

Dr. Marrone added that the United States Youth Soccer Association has regional and national tournaments throughout the country There is a requirement for 20 lit fields in order to be eligible for those tournaments Premier Soccer Club would raise the money to build the soccer complex if the City would agree to doing a BLM/City lease with Premier Soccer Club. The primary use for the soccer complex would be for youth play, but it could also be used for adult events as well when not occupied.

Councilman Reese expressed concern that the proposed soccer complex would become another Silver Bowl where footballs fields were turned into soccer fields just by chalking the perimeter As a parent and coach, he has experienced problems with parking and seating at the Silver Bowl Dr Marrone replied that the Silver Bowl is maintained by the County with no control on permits, the use of the fields or closure of fields when in poor condition However, the proposed soccer complex will have set, lined and numbered fields with set goals that can come out and be capped to create a very large picnic area. The fields will be divided by landscaping and parking will be provided throughout the soccer fields.

Councilman Reese questioned whether seating would be provided. Mr. Skancke replied that the proposed plan is not final. Everyone involved with the project, including himself, is working pro bono However, they would be willing to work with the City's Leisure Services, individual Council Members, and any other interested parties to address seating and other related issues Dr Marrone added that the restrooms and storage facilities could be moved to provide seating and that the distance between each field is wide enough for seating. As a rule, most of the national and regional seating occurs on one side of the field with two benches on the other side in order to put all the parents on one side and the coaches and players on the other side. This is especially true with 17 and 18 year-old, where NCAA guidelines prohibit parents from mingling with the kids.

Councilman Reese emphasized that he does not want to see the type of soccer complex located at Durango and Spring Mountain where kids play in a gravel pit. He wants a first class, number one soccer complex.

Tom McGowan, 720 South Casino Center Boulevard, noted that the proposal is highly commendable. He asked the cost for non-league public usage of the facility and who would be responsible for field maintenance. Councilman Reese replied that the proposal is still preliminary and those issues have not yet been addressed. Mr Skancke added that the Premier Soccer Club would manage and maintain the soccer fields. Dr. Marrone stated that the soccer complex will be open to every youth league and club in the City of Las Vegas.

Deputy City Attorney Terri Ponticello reiterated that the proposal is at a very preliminary stage and no contract has been negotiated. The property is BLM land and whatever is finally get negotiated will need to conform to the Recreational Public Purposes Act and receive a final determination approving the use of this land between the City and Premier Soccer Club. Councilwoman McDonald added that there has been an increased demand for soccer parks and recreational opportunities for the Valley's youth. She has received telephone calls from concerned residents living north of this property. As of January 2000 this will be the boundary between Wards 2 and 4, but she is confident that she and Councilman Brown can work with the neighbors and the applicant to resolve neighborhood concerns relating to lighting and noise. She is very excited about this great opportunity to develop this parcel of land and is willing to help Premier Soccer Club in any way possible If Phoenix can host national tournaments, Las Vegas should be able to do so as well

Mr Roark requested that the Do Pass recommendation include that staff be allowed to go forward with negotiation of an agreement with Premier Soccer Club and that BLM representatives be present in the process from the very beginning

There was no further discussion.

Councilman Reese recommended that Item 3 be forwarded to the Full Council with a "Do Pass" recommendation.

(2:08 - 2:26)
1-148

4. DISCUSSION AND POSSIBLE ACTION ON A LAND LEASE AGREEMENT WITH THE CLARK COUNTY HEALTH DISTRICT FOR THE LOCATION OF AN AIR MONITORING STATION IN THE EAST CITY SERVICE YARD, 3104 EAST BONANZA ROAD

David Roark, Manager of Real Estate & Asset Management, explained that the request from the City's Public Works Department is to furnish Clark County Health District with a small pad for installation of an air quality control station Staff has been provided a contract which has been approved by the State.

Tom McGowan, 720 South Casino Center Boulevard, asked whether there are any air quality monitoring stations in the interior of any public buildings. Some type of review should be made to address interior air quality concerns in a cost-effective manner because it is a lot more costly to pay people for illnesses.

There was no further discussion.

Councilman Reese recommended that Item 4 be forwarded to the Full Council with a "Do Pass" recommendation.

(2:26 - 2.28)
1-720

5 DISCUSSION AND POSSIBLE ACTION ON THE PURCHASE OF REAL PROPERTY KNOWN AS PARCEL NUMBERS 162-04-601-004 AND 162-04-601-005, LOCATED AT MARTIN LUTHER KING BOULEVARD, NORTH OF OAKEY AND SOUTH OF CHARLESTON, BETWEEN CYNTHIA A. INMAN OR NOMINEE AND JOHN AND MARJORIE BANKS FOR THE FUTURE CONSTRUCTION OF A FIRE STATION ($307,000 - FIRE SERVICES CPF)

David Roark, Manager of Real Estate & Asset Management, noted that the City Council approved an action for the City to negotiate a purchase contract for the above referenced parcels in October 1999 in order to build a fire station. Estimated cost is between $310,000 and $340,000. The actual cost of the contract proposed is $308,000. This piece of property is a very good for the potential construction of a new fire station and will cost the City approximately $700,000 less than any other Downtown location. Fire & Rescue will hold neighborhood meetings to make the residents aware of how this station will serve the immediate area. Presently, this area has a 15 to 20 minute response time from the nearest fire station Mr Roark recommended approval of the purchase contract and the City will assume the role as nominee

Tom McGowan, 720 South Casino Center Boulevard, commended staff on the excellent work related to this project and his confidence that Fire & Rescue will provide excellent service in the area.

There was no further discussion

Councilman Reese recommended that Item 5 be forwarded to the Full Council with a "Do Pass" recommendation.

(2.28 - 2:30)
1-772

6. DISCUSSION AND POSSIBLE ACTION ON THE REAL PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND BERLIN INDUSTRIES, INC FOR THE SALE OF LAND IN THE LAS VEGAS TECHNOLOGY CENTER (GAIN OF $1,142,911)

Mike Majewski, Manager of Economic Development, explained that the land sale agreement between Berlin Industries and the City of Las Vegas will add 3 8 acres to the existing building. The new addition will triple the size when it reaches full capacity and will employ approximately 100 new employees, the vast majority of whom will be from the Las Vegas area. Additionally, the City is going to be receiving over $1.1 million

Mr. Majewski added that the President of Berlin Industries sent him a letter offering a gazebo to the City at no cost to be disassembled and relocated at a different location A gazebo of this type could cost as much as $25,000 to $30,000. He will contact various department directors to see if anyone is interested in the gazebo. Mr Majewski submitted to the City Clerk's Office a compliance with disclosure certificate approved by the City's Attorney Office.

Councilman Reese requested that a job fair be conducted in order to make area residents aware of the jobs that will become available with this purchase and explain training requirements This will be beneficial for the community He would like to see at least 80% local employees Tom Wheeler, General Manager of Berlin Industries, answered that a job fair would not be a problem and that some sort of announcement will be made.

Tom McGowan, 720 South Casino Center Boulevard, asked who and what is Berlin Industries and where the principal office is located. Mr. Wheeler replied that Berlin Industries is a printing company with its main office located in the suburbs of Chicago, Illinois. In April 1999 the company purchased Mac Printing, located in Las Vegas since 1983 They are requesting to expand the existing facility Mr Wheeler clarified for Mr McGowan that the company will not have an organized affiliation arrangement of any kind and that the company will provide different types of training for their employees

Councilman Reese commented that he is very excited to welcome this expansion which will be a great help to the City's efforts in the Las Vegas Technology Center.

There was no further discussion

Councilman Reese recommended that Item 6 be forwarded to the Full Council with a "Do Pass" recommendation.

(2:30 - 2:36)
1-867

CITIZENS PARTICIPATION:

Tom McGowan, 720 South Casino Center Boulevard, noted that the City of Las Vegas did not provide a single penny of public funds to defray travel costs for three members of the Fire Department to Wister, Massachusetts to honor the memory of their fallen brother firefighters. However, the City provided approximately $2,000 in public funds for the room accommodations and expenses for a five-member delegation to an NBA meeting in an unsuccessful attempt to negotiate the acquisition of a major sports team franchise by a private uninterested individual. He asked whether travel cost reimbursement would appear on the Council agenda on 12/15/99. It remains for responsible and conscientious members of the City Council to correct this situation.

David Roark, Manager of Real Estate & Asset Management, outlined the City's future plans for Fire Station Number Ten. At the time the survey and negotiations began, there was a house and garage on property to the north, the demolition of which made that property too expensive to incorporate. In fact, the City's architectural services redesigned the fire station to eliminate one resting base Two months ago the house and garage burned due to lack of fire service in the area, creating an advantageous situation for the City because it makes that piece of property more affordable He has spoken with the City Manager's Office and Finance regarding fund availability to purchase that property and intends to come back to Council to seek permission to negotiate such a sale in order to provide a full service rescue fire station on the entire property

(2:36 - 2:40)
1-1059

ADJOURNMENT:

The meeting adjourned at 2:40 p m

/ac

OFFICER'S CERTIFICATE

The undersigned, as Vice President of Smith Investment Company, a Nevada corporation (the "Company"), hereby certifies as follows:

(a) Berlin Industries, Inc., a Delaware corporation, is a wholly-owned subsidiary of the Company; and

(b) attached hereto is a true and complete list of the current holders of all of the outstanding shares of stock of the Company as of December 1, 1999.

This Officer's Certificate is hereby submitted pursuant to the City of Las Vegas Resolution R-105-99 as it relates to the Real Property Purchase and Sale Agreement between the City of Las Vegas and Berlin Industries, Inc.

Dated this 6th day of December, 1999.

By: Wesley A. Ulrich
Wesley A. Ulrich,
Vice President of Smith Investment Company

001 670654 2

#6

CERTIFIED SHAREHOLDER LIST

ACCT#/TAX ID/MAIL CD NAME & ADDRESS	SHARES
4000144641 034-32-6903 01 GEORGE P ASSAD JR 909 RIVERSIDE DR METHUEN MA 01844-7310	20.000
3000115772 319-40-6312 01 PRESTON G ATHEY 2707 GREENSPRING VALLEY RD OWINGS MILLS MD 21117-4306	400.000
3000115763 095-64-4695 01 LYNN E BRAUN CUST CRAIG PETER BRAUN UNIF GIFT MIN ACT NY 2 VALLEY RD SYOSSET NY 11791-4214	400.000
4000347672 391-85-2006 01 CALINVEST TRUST DEPARTMENT C/O STATE BANK OF CHILTON 26 E MAIN ST CHILTON WI 53014	1,110.000
3000115687 393-32-9733 01 JOHN CECHVALA N104W21683 WILLOW CREEK RD COLGATE WI 53017-9514	300.000
3000011772 13-2555119 06 CEDE & CO P O BOX 20 BOWLING GREEN STA NEW YORK NY 10004	2,657,922.000
4000193268 396-10-6163 01 GEORGE N CHESTER JR TR UA DTD NOV 14 67 GEORGE MILLER CHESTER JR TRUST 312 E WISCONSIN AVE STE 402 MILWAUKEE WI 53202-4305	1,000.000
3000042801 393-16-0562 01 GEORGE M. CHESTER 312 E WISCONSIN AVE STE 402 MILWAUKEE WI 53202-4305	2,000.000
3000115669 391-28-7169 01 JOHN CHAPMAN CHESTER PO BOX 323 MILWAUKEE WI 53201-0323	3,500.000
3000046151 571-32-7114 07 WILLIAM MERRILL CHESTER JR 312 E WISCONSIN AVE STE 402 MILWAUKEE WI 53202-4305	3,500.000

CERTIFIED SHAREHOLDER LIST

ACCT#/TAX ID/MAIL CD — NAME & ADDRESS	SHARES
3000115566 498-20-3126 01 JOHN PHILIP DIESEL 1224 US HIGHWAY 1 STE D NORTH PALM BEACH FL 33408-3539	100.000
3000015765 387-18-4196 01 WILLIAM H DIETER 4109 IROQUOIS DR MADISON WI 53711-3743	1,850.000
3000115568 397-26-6242 01 ERWIN JOHN DOHMEN 5110 COUNTRY CLUB BEACH RD PORT WASHINGTON WI 53074-9642	300.000
4000280972 545-70-3813 01 SUZANNE SMITH DRAGGE & ARTHUR D SMITH & JERE D MCGAFFEY TR UA DTD NOV 15 90 SUZANNE SMITH DRAGGE 1990 TRUST 899 WINSTON AVE SAN MARINO CA 91108-1430	135,780.000
4000346748 56-8544141 01 STEPHEN B DUDLEY TR UA APR 16 81 FBO THE STEPHEN B DUDLEY TRUST 31650 ARBOR GLENN LOOP WILSONVILLE OR 97070	300.000
4000343684 135-38-1231 01 HARRY K EISENBERG 1232 MONTICELLO ROAD LAFAYETTE CA 94549	1,000.000
4000317203 333-38-5923 01 FRED EYCHANER 1645 W FULLERTON AVE CHICAGO IL 60614-1919	7,282.000
3000115725 071-30-5188 01 ANN R GAEBEL 1765 WESTVIEW DR MATTITUCK NY 11952-2909	400.000
4000140768 394-74-1881 01 FLORENCE S HARBAUGH 5713 S 112TH ST HALES CORNERS WI 53130-1848	200.000
4000339127 33-7680700 01 JULIE M HERR C/O JEFF HERR ABN AMRO INCORPORATED 208 S LASALLE ST CHICAGO IL 60604-1000	101.000

CERTIFIED SHAREHOLDER LIST

ACCT#/TAX ID/MAIL CD NAME & ADDRESS	SHARES
3000115726 085-34-1208 01 JANE M HUTTER 378 STEWART AVE GARDEN CITY NY 11530-4614	400.000
4000309173 39-4649873 01 KAREN L JOHNSTON 146 EDINBURGH SAN FRANCISCO CA 94112	20.000
4000324683 211-58-1790 01 ANDREW G KEEFER 640 WHEATSTONE DR PALMYRA PA 17078-3080	46.000
4000300679 961-37-5117 01 QUINLAN KERSHAW & FANUCCHI ATTORNEYS AT LAW EMPLOYEES PROFIT-SHARING PLAN & TRUST FEB 7 85 2125 MERCED FRESNO CA 93721	200.000
3000115585 389-14-0510 01 JEANETTE M KERVIN 724 CORONADA AVE THIENSVILLE WI 53092-1722	600.000
4000247568 395-18-4274 01 CHARLES R KROHN 7833 N LINKS CIR MILWAUKEE WI 53217	260.000
3000115736 388-46-4822 01 BONNIE JEAN KROLIKOWSKI 6727 GREENWAY APT I GREENDALE WI 53129-1352	926.000
4000346749 94-2682945 01 LAZY RIVER INVESTMENT COMPANY ATTN JOSEPH N SULLIVAN 10 EVROS RIVER COURT SACRAMENTO CA 95831	300.000
3000115594 226-20-2286 01 JAMES S MC GUIRE 1202 WAVERLY RD NW WILSON NC 27896-1454	830.000
4000131783 008-40-8666 01 PHILIP L GIMLI-MEAD P O BOX 32 WALDEN HILL RD WEST DANVILLE VT 05873	2.000

CERTIFIED SHAREHOLDER LIST

ACCT#/TAX ID/MAIL CD NAME & ADDRESS	SHARES
3000115596 319-40-4928 01 SCOTT MOHR 730 N MAYFLOWER RD LAKE FOREST IL 60045-2312	370.000
4000301906 255-68-9692 01 HARRY G MOORE II & CAROL H MOORE JT TEN 1611 WILMINGTON ISLAND SAVANNAH GA 31410 BACKUP	60.000
4000008171 169-34-4657 01 I WISTAR MORRIS C/O THE PENNSYLVANIA TRUST CO FIVE RADNOR CORP CENTER SUITE 452 RADNOR PA 19087	5,450.000
3000115680 480-16-3794 01 R MICHAEL MURPHY 10609 COUNTY RD Z POUND WI 54161-8528	141,976.000
3000115671 264-59-1294 01 SHANE D MURPHY P O BOX 33 ISLAMORADA FL 33036	22,428.000

ACCT#/TAX ID/MAIL CD NAME & ADDRESS	SHARES
4000375120 548-82-9850 01 STEVE NOONAN TR DTD 03/30/1990 FBO NOONAN FAMILY TRUST 35 SUMNER MEADOWS CT ALAMO CA 94507	500.000
4000313698 91-1781451 01 P S INVESTMENT PARTNERS LP ATTN WALTER R SIKES 3650 MT DIABLO BLVD STE 240 LAFAYETTE CA 94549-3771	2,902.000
4000360676 21-2029996 01 DANIEL RAIDER CUST ADAM RAIDER UNIF TRAN MIN ACT CA 818 LAURELWOOD DR SAN MATEO CA 94403-4037	500.000
4000360677 21-2025381 01 DANIEL RAIDER CUST BENJAMIN RAIDER UNIF TRAN MIN ACT CA 818 LAURELWOOD DR SAN MATEO CA 94403-4037	500.000
3000006286 087-40-1365 01 DANIEL F RAIDER & NANCY E LEE JT TEN 818 LAURELWOOD DR SAN MATEO CA 94403-4037	2,501.000

CERTIFIED SHAREHOLDER LIST

ACCT#/TAX ID/MAIL CD NAME & ADDRESS	SHARES	ACCT#/TAX ID/MAIL CD NAME & ADDRESS	SHARES
4000074056 194-30-8667 01 SUSAN D RAVENSCROFT 622 CARISBROOKE RD BRYN MAWR PA 19010-3622	1,000.000	4000085140 350-40-7463 01 MARGO I RUSH 934 LINDEN AVE WILMETTE IL 60091-2713	600.000
4000193263 39-6106160 01 ALICE E READ TR UA DTD NOV 14 67 ALICE ELIZABETH READ TRUST 312 E WISCONSIN AVE SUITE 402 MILWAUKEE WI 53202-4305	1,000.000	3000115737 394-50-3373 01 BARBARA A SANDERS 3369 W SOUTHWOOD DR FRANKLIN WI 53132-9142	924.000
3000015503 578-36-5604 04 MARION C READ 312 E WISCONSIN AV SUITE 402 MILWAUKEE WI 53202-4305	3,500.000	3000115721 388-03-8317 01 MARY JANE BUSKE SCHROEDER TR UA DTD JUN 25 84 FBO MARY JANE BUSKE SCHROEDER BARNETT BANK PO BOX 31590 TAMPA FL 33631-3590	800.000
4000193262 39-6106159 01 V ROSS READ III TR UA DTD NOV 14 67 VERNE ROSS READ III TRUST 312 E WISCONSIN AVE STE 402 MILWAUKEE WI 53202-4305	1,000.000	4000346149 32-0445811 01 ROBERT A SCHWARZKOPF 12033 KEARSARGE ST LOS ANGELES CA 90049	200.000
4000085045 197-40-8576 01 VINCENT B RUDISILL & CORDELIA H RUDISILL JT TEN 311 RIDGE RD ANNVILLE PA 17003	200.000	4000334790 390-26-4887 01 STEPHEN E SEIDEL TR UA APR 8 98 STEPHEN E SEIDEL 1998 LIVING TRUST C/O SEIDEL TANNING CORP 1306 E MEINECKE ST MILWAUKEE WI 53212-3523	10,000.000

CERTIFIED SHAREHOLDER LIST

ACCT#/TAX ID/MAIL CD NAME & ADDRESS	SHARES
4000283149 911-78-1451 01 WALTER R SIKES P S INVESTMENT PARTNERS LP 3650 MT DIABLO BLVD STE 240 LAFAYETTE CA 94549-3765	3,300.000
3000115611 399-26-2725 01 ARTHUR O SMITH 740 E BAY POINT RD MILWAUKEE WI 53217-1350	225,590.000
4000347501 55-3024799 01 JAMES A SMITH BOX 471922 SAN FRANCISCO CA 94147	200.000
3000115738 280-84-1011 01 JANINE S SMITH CUST SIERRA ANNE STEER SMITH UNIF GIFT MIN ACT OH C/O FOLEY & LARDNER M BRENNER-BROWN 777 E WISCONSIN AVE MILWAUKEE WI 53202-5302	2,800.000
3000115739 280-84-1430 01 JANINE S SMITH CUST LLOYD DAVID SMITH UNIF GIFT MIN ACT OH C/O FOLEY & LARDNER M BRENNER-BROWN 777 E WISCONSIN AVE MILWAUKEE WI 53202-5302	2,800.000

ACCT#/TAX ID/MAIL CD NAME & ADDRESS	SHARES
4000270341 399-14-6559 01 L B SMITH C/O FOLEY & LARDNER 777 E WISCONSIN AVE MILWAUKEE WI 53202-5367	120.000
3000115670 39-6151162 01 L B SMITH & JERE D MC GAFFEY TR LLOYD JOHNS FAY FAMILY TRUST DTD JAN 5 71 AS AMENDED C/O FOLEY & LARDNER 777 E WISCONSIN AVE MILWAUKEE WI 53202-5302	7,886.000
3000115630 39-6323424 01 L B SMITH & JERE D MC GAFFEY TR SUZANNE S DRAGGE REVOC 1978 TRUST JUN 27 78 JERE D MCGAFFEY FOLEY & LARDNER 777 E WISCONSIN AVE MILWAUKEE WI 53202-5302	10,000.000
3000115637 39-6042086 01 LLOYD B. SMITH & ARTHUR O. SMITH TRS. U/A DTD. 12/29/60 WITH A. G. HUMMEL C/O LEEKLEY & WILLIAMS 757 N BROADWAY SUITE 306 MILWAUKEE WI 53202-3612	11,100.000
3000115635 39-6280245 01 LUCY W SMITH ARTHUR O SMITH & JERE D MC GAFFEY TR L B SMITH 1976 REVOCABLE TRUST C/O FOLEY & LARDNER 777 E WISCONSIN AVE MILWAUKEE WI 53202-5302	1,804.000

CERTIFIED SHAREHOLDER LIST

ACCT#/TAX ID/MAIL CD / NAME & ADDRESS	SHARES	ACCT#/TAX ID/MAIL CD / NAME & ADDRESS	SHARES
3000115644 390-30-5629 01 MARGARET B SMITH 740 E BAY PT RD MILWAUKEE WI 53217	6,970.000	4000301469 560-58-1493 01 EDWARD H TARAN TR DTD MAR 17 93 EDWARD H TARAN REV TRUST 15537 VALLEY VISTA BLVD ENCINO CA 91436-3116	1,000.000
3000115650 39-6284436 01 MARGARET B SMITH L B SMITH & JERE D MC GAFFEY TR ARTHUR O SMITH 1976 REVOCABLE TRUST NOV 1 76 C/O MR MC GAFFEY FOLEY & LARDNER 777 E WISCONSIN AVE MILWAUKEE WI 53202-5302	10,000.000	4000352644 39-5200928 01 JOHN TIBBITTS & AURORA F TIBBITTS TR UA DEC 8 93 TIBBITTS TRUST N88 W17303 SANTA BARBARA CT MENOMONEE FALLS WI 53051-2032	100.000
3000115740 397-90-8862 01 MARY STUART SMITH CUST MELISSA ANNE SMITH UNIF GIFT MIN ACT WI C/O FOLEY & LARDNER M BRENNER-BROWN 777 E WISCONSIN AVE MILWAUKEE WI 53202-5302	2,100.000	3000115773 001-44-5148 01 JOEL C TILLINGHAST 52 TEMPLE ST APT 8 BOSTON MA 02114-4230	400.000
4000278379 396-08-1945 01 S E SODERLIND & H B SODERLIND TR DTD DEC 23 64 UA FRED BOYCE FBO HELEN B SODERLIND 58 WELLINGTON AVE SHORT HILLS NJ 07078-3308	898.000	4000163874 553-46-9764 01 JEAN R TUERK & BARBARA T WILLIAMSON TR DTD APR 6 1993 JEAN R TUERK LIVING TRUST 2956 E DEL MAR BLVD APT 338 PASADENA CA 91107-4379	7,400.000
3000011549 397-18-7757 04 ROBERT K STELTZ 10514 W STEWART AVE MILWAUKEE WI 53222-2348	1,850.000	4000027473 499-50-2140 01 WESLEY A ULRICH 16725 MARY CLIFF CT BROOKFIELD WI 53005-2130	1,000.000

CERTIFIED SHAREHOLDER LIST

ACCT#/TAX ID/MAIL CD NAME & ADDRESS	SHARES
4000374266 23-1352685 01 UNIVERSITY OF PENNSYLVANIA TREASURERS OFFICE 3457 WALNUT ST 427 FRANKLIN BLDG PHILADELPHIA PA 19104-6205	10.000
4000373980 770-16-9879 01 CASTILLIAN VENTURES INC 2512 CHAMBERS RD STE 106 TUSTIN CA 92780	108.000
4000291256 521-07-2869 01 WEAVER BROS BOX 15329 SAVANNAH GA 31416-2029	400.000
4000277234 211-24-7410 01 HERBERT B WEAVER JR BOX 15329 SAVANNAH GA 31416	400.000
3000115686 387-03-8597 01 B G WINSTROM 4720 W PARKVIEW DR APT 116N MEQUON WI 53092-2023	1,000.000
4000180798 387-03-8597 01 BERTIL G WINSTROM 4720 W PARKVIEW DR MEQUON WI 53092	370.000

ISSUE: SI01
TOTAL SHRS: 3,317,066.000
TOTAL ACCTS: 76

City of Las Vegas

Agenda Item No.: 1

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 13, 1999

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: **SHARON SEGERBLOM** ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Reese and M. McDonald

ABEYANCE ITEM - Discussion and possible action to approve a lease agreement between the City of Las Vegas and the State of Nevada, Department of Human Resources, Welfare Division, for approximately 30,840 square feet of office space located at 1040 W. Owens Avenue (previously shown as 1621 J Street) ($16,927.68 revenue per month - 1st year)

Fiscal Impact

☐ No Impact	**Amount:** $16,927.68/mon. 1st year	
☐ Budget Funds Available	**Dept./Division:**	
☐ Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:

The lease the City entered into with the State of Nevada Welfare Division in October of 1994 has expired and is currently going month to month. The Welfare Division wishes to continue to use the space and City Staff feel the Welfare Division is a good tenant. The lease has been rewritten to clarify numerous small items and has increased the rent to allow the City to recover the costs of investment and the maintence of the building.

The term of the lease will be for 5 years with one, 5 year renewal.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Lease agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____ day of ______________, 1999, by and between the CITY OF LAS VEGAS (hereinafter referred to as "Lessor"), and the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, DIVISION OF BUILDINGS AND GROUNDS (hereinafter referred to as "Lessee"), for and on behalf of the DEPARTMENT OF HUMAN RESOURCES, WELFARE DIVISION (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements thereon that are located at 1040 West Owens Avenue in Las Vegas, Nevada; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, office and canopy-covered space in and around the building that is situated on the above referenced property, which space consists of approximately 30,840 square feet; and

WHEREAS, Lessee, intends to have Tenant, a department of the State of Nevada, occupy the leased space referred to above.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties agree as follows.

ONE. LEASE OF PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the above described 30,840 square feet and that parking lot located at 1621 J Street, in the City of Las Vegas, Nevada, (hereinafter referred to as "Premises") in accordance with the provisions of this Lease Agreement (hereinafter referred to as the "Lease"). The Premises are depicted by map in Exhibit A. The above mentioned parking lot is legally described in Exhibit B and Exhibit C.

Said Exhibit A is attached for reference purposes only and is in no way intended to restrict or expand the Premises as previously described.

TWO. TERM OF LEASE Unless earlier terminated in accordance with Section Thirty-Six hereof, and subject to the renewal provisions contained in Section Thirty-Five hereof, this Lease shall be for a term of five years, beginning, on the Commencement Date, as defined in Section Three, and ending 5 years thereafter, except that if the Commencement Date is a date other than the first day of a calendar month, the term shall end on the last day of that calendar month, 5 years thereafter. As soon as the Commencement Date is determined, Lessor shall give Lessee written notice confirming the Commencement Date and the date the Lease term ends. It is hereby specifically and expressly agreed by the parties hereto that this Lease or any renewal thereof shall be terminated immediately if for any reason action on the part of the Nevada State Legislature and/or the Federal Government limits, restricts or impairs Tenant's funding or ability to satisfy its rental payment obligation as set forth in Section 5. Tenant, on behalf of Lessee, shall pay the rent for the month in which such occurrence and termination takes place and shall have no other rental payment obligation to Lessor thereafter under this Lease or for the Premises. The Lessor shall retain its other remedies which are provided in the Lease but the Lessor shall have no rights to collect any further rents from Tenant. Proof by Tenant of a diminution in Federal or State funding which was intended to be used as all or part of the funding for the payment of the rental under this Lease shall be sufficient if copies of supporting Federal or State documents are furnished to Lessor or if the E   itive Director of Tenant provides hi   ffidavit that such funding or other limiting eventuality has occurred.

THREE. COMMENCEMENT DATE. This Lease shall be effective upon execution subject to approval by the State Board of Examiners and the Commencement Date, which shall mark the commencement of the Lease and the commencement of Lessee's obligation to pay rent, shall be February 1, 2000.

FOUR. LESSOR'S CONSTRUCTION OBLIGATIONS. Lessor shall, at its own cost and expense, provide for the construction of those certain improvements and remodelings that are detailed in Exhibit D, which is attached hereto and incorporated herein by this reference. Lessor warrants the work of improvement for 30 days after their respective completion dates, subject to Lessee's written notification to Lessor within that time period of any defect in said work.

FIVE. RENT. Throughout the term of this Lease, the Tenant, on behalf of Lessee, shall be required to make all rental payments to Lessor. Tenant agrees to pay to Lessor, as and for minimum rent for the Premises, the sum of SIXTEEN THOUSAND NINE HUNDRED TWENTY SEVEN 26/100 DOLLARS ($16,927.68) per month, calculated at $0.5489 per square foot per month, without demand, offset or reduction, payable monthly in advance to Lessor at the address set forth on each statement. The monthly rental rate will increase by NINETEEN CENTS ($0 19) per square foot at the beginning of the third anniversary of the Commencement Date. This increase in the third year which continues for the term of the lease is to compensate the Lessor for the costs of the improvements mentioned in Section Four and detailed in Exhibit D. Said costs have been amortized over the last three years of the lease at the request of the Lessee. Additionally, this monthly rental rate will increase annually on each anniversary of the Commencement Date by ONE AND FIVE-TENTHS PERCENT (1.5%) such that the rental payments follow the subsequent schedule:

	$/Sqft/month	Monthly Rent
Year 1	$ 0 5489	$ 16,927 68
Year 2	$ 0 5571	$ 17,181 59
Year 3	$ 0 7555	$ 23,298 91
Year 4	$ 0 7668	$ 23,648 40
Year 5	$ 0 7783	$ 24,003 12

The minimum rent for any calendar month, if not paid by the 10th day of the month that begins that period, is subject to a 5% late charge, which must be included with any late payment. Within 10 days after the Commencement Date, Tenant shall pay to Lessor, on a prorated basis, any additional amounts that represent minimum rent attributable to the period of time between the Commencement Date and the first day of the next calendar month.

SIX. UTILITIES AND SERVICES. Lessor shall furnish the Premises, during the Lease term, with one or more heating and air conditioning systems that are sufficient therefor. Lessee shall provide and pay for all utilities and custodial services for the Premises during the Lease term, including any and all telephone services that it may require. Furthermore, Lessee will pay the cost of quarterly testing and inspection of the fire sprinkler system. The Lessor will make arrangements for a full time general security guard during normal working hours (8 a.m. - 5 p.m.). This guard will be assigned to the Welfare Office.

SEVEN. REPAIRS AND MAINTENANCE. Lessor agrees to make any and all necessary structural, heating, air conditioning, flooring, electrical, plumbing, roofing, exterior wall, sidewalk repairs and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged throug ɔ carelessness, negligence or other fa ɔn the part of the Lessee. Tenant or any of its or their invitees, provided that said maintenance costs paid by the Lessor shall not exceed $10,000 in any given lease year, excluding repairs to sewer lines, water lines, roofing, and the common areas (which includes the customer parking area). Lessee agrees to maintain the Premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted. Lessor agrees to conduct any and all repairs and maintenance at reasonable times and without undue inconvenience to Lessee or Tenant. Any substantial impairment of the use or enjoyment of the Premises by reason of Lessor's repair or maintenance work shall entitle the Lessee to a proportionate abatement or reduction in rent, with the adjustment to be made in the next succeeding monthly rent payment.

EIGHT. USE OF PREMISES. Lessee agrees to use the Premises solely for the purpose of conducting the normal business of Tenant in serving its clients, it being understood by Lessee that the nature of such use qualifies the Lessor to use federal funds for the renovation of the Premises. Except as expressly consented to in writing by Lessor, such consent being necessary to ensure the proper use of the federal funds for renovation, Lessee shall not use or permit the Premises to be used for any other purpose.

NINE. LAWS. WASTE. NUISANCE. Lessee covenants that it:

A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;

B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;

C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and

D. Will not suffer, permit or commit any nuisance or waste on the Premises.

TEN. ALTERATIONS. ADDITIONS AND IMPROVEMENTS. At any time during the Lease term, Lessee and Tenant, subject to the prior written approval of Lessor and at the expense of Lessee and Tenant, may make alterations, additions or improvements in and to the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

All alterations, additions or improvements that may be erected or installed in or on the Premises shall become part thereof and the sole property of Lessor, except that all moveable fixtures that may be installed by the Lessee or Tenant shall be and remain its or their property and shall not become the property of Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

ELEVEN. PAYMENT OF TAXES. Lessee shall not be responsible for any real property taxes on, or real property related assessments to, the Premises. Lessor shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Lessee or Tenant in connection with the Premises, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed.

TWELVE. COM ANCE WITH THE LAW The Les... shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements, and regulations of the City, County, State and Federal governments, including OSHA the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Lessor from contesting the validity of any such regulation, rule or ordinance, provided the Lessor indemnifies the Lessee to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

THIRTEEN. SMOKING AREA. Pursuant to NRS 202.2491, Lessor shall furnish a separate area which may be used for smoking. Lessor shall also post signs prohibiting smoking in any place not designated as a smoking area.

FOURTEEN. INDEMNIFICATION AND INSURANCE.

A. That this lease is made upon the express condition that the State of Nevada, its officers, agents, and employees are to be free from all liability and claim for damage by reason of any person or persons, including Lessee, or damage to property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause whatsoever, while in, upon, or in any way connected with the said leased premises or any occupancy hereunder during the term of this lease or any extension hereof.

B. In accordance with Section 41 038 of the Nevada Revised Statutes, the Lessee adopted a self insured liability program, effective July 1, 1985. The Lessee self insures each occurrence with the limits of liability, as established and in accordance with Section 41 035 of the Nevada Revised Statutes. At all times during the term(s) of this Lease, Lessee shall maintain the self insured liability program, as established on July 1, 1985.

C. Subject to NRS 41.035, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, its employees, contractors, subcontractors or agents in the performance of this Agreement.

D. In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

E. That Lessee, upon signing this lease, will provide the Lessor with a letter of self insurance within thirty (30) days after the effective date of the lease.

FIFTEEN. WAIVER OF SUBROGATION. Lessor hereby waives, and Lessee for itself and for Tenant, hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease. the Lessor and Lessee, each waives ___y right of subrogation that it might otherwise have against the other party

SIXTEEN SURRENDER OF PREMISES. Upon expiration or other authorized termination of this Lease, Lessee and Tenant shall surrender the Premises in the same condition as they were in at the commencement of this Lease except for additions, alterations or changes specifically authorized by Lessor and reasonable wear and tear, and shall deliver all keys to Lessor. Before surrendering the Premises, Lessee shall remove all of its and Tenants personal property and trade fixtures and such alterations or additions to the Premises made by Lessee as may be specified for removal by Lessor, and shall repair any damage caused by such property or the removal thereof If Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Lessor.

SEVENTEEN. HOLDING OVER Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at a negotiated rent to be paid in advance on the first day of each month Such tenancy shall otherwise be on the terms herein specified so far as possible.

EIGHTEEN. SALE OF PREMISES. Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof. Lessor agrees not to sell, convey, or otherwise transfer its interest in the lease property unless purchaser or such other person, business, or corporation agrees to the benefits and duties of this Lease in writing. However, in that event, no option to renew, as provided in Section Thirty-Five herein will be available to Lessee

NINETEEN EMINENT DOMAIN In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use and Tenant's occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessor or Lessee may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's or Tenant's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Premises of which, Lessee is so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Lessor any interest in, or prevent Lessee from seeking any award against the taking authority for the taking of, personal property and fixtures belonging to Lessee or Tenant or for relocation expenses recoverable against the taking authority

TWENTY DAMAGE OR DESTRUCTION.

A Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises or in any common area.

B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessor's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Lessee until such repairs are completed.

C. If the Premises or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessor's opinion, be repaired within 60 days after commencement of such repairs, or if Lessor shall decide to rebuild the Premises or common areas so that they will be substantially different structurally or architecturally, then Lessor may, at its option, within 30 days after such damage or destruction give Lessee written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Lessor may elect to repair and rebuild, in which event this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Lessee.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent

TWENTY-ONE. LIENS AND ENCUMBRANCES. Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless therefrom. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Lessee's or Tenant's acts or omissions or because of a claim against Lessee or Tenant, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within 10 days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease.

TWENTY-TWO. ASSIGNMENT AND SUBLETTING. Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. Such consent shall not be unreasonably withheld, but the consideration with respect to federal funding that is described in Section Eight may form the basis for denial of consent. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law

TWENTY-THREE. BREACH DEFAULT AND REMEDIES. If Lessor or Lessee fails to perform or comply with any covenant, term or condition that this Lease requires said party to perform or comply with, the defaulting party shall have 30 days after it receives written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be 15 days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable the limit set forth above, Lessor may, in addition to any other remedy it may have under law or equity at its option, terminate this Lease or reenter and retake possession, with or without terminating the Lease. In the case of reentry and retaking of possession, Lessor shall give Lessee reasonable notification so that arrangements for the removal of property can be made

The remedies provided for in this Lease shall be cumulative and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

TWENTY-FOUR. NO PARTNERSHIP. Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

TWENTY-FIVE. FORCE MAJEURE. Lessor and Lessee shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, in ling labor disputes, civil commotic.., war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

TWENTY-SIX. NO WAIVER. Failure of either the Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessor or Lessee unless such waiver is in writing.

TWENTY-SEVEN. BROKER'S COMMISSIONS. The parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with this Lease and each agrees to indemnify the other against and hold it harmless from all liability arising from such claims, including any attorney's fees connected therewith.

TWENTY-EIGHT. PROVISIONS BINDING. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their representatives, heirs, successors and assigns. Any obligations of Tenant under this Lease are the obligations of Lessee.

TWENTY-NINE. NON-DISCRIMINATION. Lessee agrees that the Premise will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all federal laws and regulations that prohibit discrimination in connection with federally funded programs.

THIRTY. ENTIRE AGREEMENT. This Lease, including any exhibits attached hereto, sets forth the entire agreement between the parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

THIRTY-ONE. AMENDMENT OR MODIFICATION No amendment to or modification of this Lease shall be binding upon Lessor or Lessee unless it has been reduced to writing and has been signed by both parties and approved by the State Board of Examiners.

THIRTY-TWO. CAPTIONS AND SECTION NUMBERS. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

THIRTY-THREE. ATTORNEY'S FEES. In the event Lessor/Lessee institutes any judicial proceeding against Lessee/Lessor relating to any default, the prevailing party shall be entitled to an award of reasonable attorney's fees as determined by the court.

THIRTY-FOUR. NOTICES. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the parties may from time to time designate in writing:

If to the Lessor·	C f Las Vegas Real Estate and Asset Management 314 Las Vegas Boulevard North Las Vegas, Nevada 89101
Copy to:	City of Las Vegas City Attorney's Office 400 East Stewart Avenue. Las Vegas, Nevada 89101
If to the Lessee:	Department of Administration Buildings and Grounds Division 406 East Second Street, Suite 1 Carson City. Nevada 89701 AND Welfare Division 2527 N. Carson Street Carson City, Nevada 85701

THIRTY-FIVE. OPTION TO RENEW Upon prior written approval by the Lessor, if Lessee is not then in default of this Lease, Lessee may request to renew this Lease for an additional 5-year term by giving a written request to renew at least 120 days prior to the expiration of the Lease term. This request shall not be effective nor binding on the Lessee unless and until the same is approved by the State Board of Examiners. The minimum rent for the first year of the renewal period shall increase by 3% and then by 1.5% annually for the last four years of the renewal period. Finally, this option to renew is not available to Lessee if Lessor sells, conveys, or otherwise transfers its interest in the lease property.

THIRTY-SIX EARLY TERMINATION. This Lease may be terminated prior to the expiration of its term or the renewal period if, for any reason, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance that is beyond the control of Lessor or Lessee, including any governmental condemnation, without prejudice or penalty hereto and without such event, occurrence or circumstance being defined, interpreted or construed as breach or default on the part of any party In addition, and notwithstanding any other provision of this Lease, Lessee shall have the right to terminate this Lease at any time, upon 90 days' written notice, if action by the Nevada Legislature or the Federal government limits, restricts or impairs Tenant's funding or its ability to satisfy its rent obligations hereunder. Upon such termination, the rent obligations of Lessee shall cease. In order to be entitled to such termination, Lessee must provide to Lessor copies of documentation to substantiate the reason for termination of the Lease, which shall include, at Lessor's request, an affidavit from the Executive Director of Tenant.

THIRTY-SEVEN 'RIOR APPROVAL OF BOARD ⁊ EXAMINERS. This Lease is continent upon prior approval by the State Board of Examiners and is not binding upon the parties hereto or effective until such approval

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

CITY OF LAS VEGAS
"Lessor"

ATTEST:

By______________________________
OSCAR B. GOODMAN, Mayor

____
BARBARA JO RONEMUS,
City Clerk

APPROVED AS TO FORM:
____
11/3/99 Date

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DIVISION OF BUILDINGS AND GROUNDS

"Lessee"

By______________________________
MICHAEL MEIZEL, Administrator, Date

STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES

"Tenant"

By______________________________
MARK ROBERTS, Admin. Svs. Off. IV, Date

STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES
WELFARE DIVISION

APPROVED BY

By______________________________
MYLA C. FLORENCE, Administrator Date

STATE BOARD OF EXAMINERS

By______________________________
JOHN P. COMEAUX, Clerk Date

REVIEWED AS TO FORMAT ONLY.

By______________________________
BRETT KANDT, Deputy Atty General, Date

Exhibit D

Improvements and remodels to be performed·

CARPET AND TILE: Several areas have recently been re-carpeted and re-tiled in the employees work stations. Carpet or tile replacement will only be done in those areas which have not been previously replaced and areas which would be affected by the remodel. The new carpet is a direct glue down type and installing will include some furniture moving. The State Welfare Office and its employees will move its files.

CEILING CLEANING There are approximately 8,000 square feet of acoustical ceiling and 5,300 square feet of ceiling grid currently existing in the State Welfare Complex which will be cleaned. This area includes numerous work stations, two employee break rooms (smoking and non-smoking), and rest rooms. This will also include cleaning the 205 light fixture lenses

CEILING TILE: Place acoustical ceiling tile in the north end of the building. Fire codes indicate that in commercial and public buildings, the area above and below the acoustical ceiling must be fire sprinkled. This translates, that the current fire sprinkler system must be modified to meet current fire codes, when the new ceiling tiles are placed in the ceiling grid.

ELECTRICAL ISSUES. Over the years of occupancy, the State Welfare Office has contracted electricians to modify or add new devices to the electrical system. Some of these additions will need to be relocated and modified to meet code requirements, if new ceiling tiles are installed.

EXTERIOR BRICK. On the east side of the entrance are some slump stone planters that need to be cleaned and sealed against graffiti. They will require pressure washing and four coats of anti-graffiti solution

PAINTING INTERIOR. The entire complex is comprised of a multitude of small three sided work stations and cubicles. Most of the areas will require extensive preparation, with several of those areas also requesting color changes.

REMODELING FRONT COUNTER: The front counter is to be removed from the lobby area and (6) walk up service windows with accompanying work stations It will require renovating the office area behind the current counter and (2) adjoining consultation areas along with 13 feet of hallway We propose to renovate the area , build (6) new work stations, install (6) new store front walk up service windows, patch and paint, install new carpet.

FRONT DOOR: The front door, and main public access, to the facilities will be replaced with an A. D. A. compliant, assisted-opening type door.

City of Las Vegas

Agenda Item No.: 2

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 13, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFF MARESH [ ] CONSENT [X] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Reese and M. McDonald

ABEYANCE ITEM - Discussion and possible action to authorize staff to apply for a lease application with the Bureau of Land Management for property located at the southeast corner of Marla Street and Red Coach Avenue for a future neighborhood park site ($100.00 - General Fund)

Fiscal Impact

[ ] **No Impact**	**Amount:** $100.00
[X] **Budget Funds Available**	**Dept./Division:** OBD/Real Estate & Asset Mgmt.
[ ] **Augmentation Required**	**Funding Source:** General Fund

PURPOSE/BACKGROUND:

In an effort to provide a site for a neighborhood park where actual growth has occurred, City staff desires to make application for subject land in the northwest portion of the City.

The Application encompasses an area of approximately 5 acres.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Application for signature.
2. Map.

Form 2740-1
(August 1994)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPLICATION FOR LAND FOR RECREATION OR PUBLIC PURPOSES

(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

FORM APPROVED
OMB No. 1004-0012
Expires: June 30, 1996

Date: 10/28/1999

Serial Number *(BLM use only)*:

Home phone *(include area code)*:

Business phone *(include area code)*: (702) 229-6923

1a. Applicant's name: City of Las Vegas

b. Address *(include zip code)*: 400 E. Stewart Ave. Las Vegas, NV 89101

2. Give legal description of lands applied for *(include metes and bounds description, if necessary)*

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
W2NE4SE4NW4	01	20s	59e	MDM

County of: Clark | State of: NV | Containing *(acres)*: 5

3a. This application is for ☒ Lease ☒ Purchase *(If lease, indicate year* 10 *)*

b Proposed use is ☒ Public Recreation ☐ Other Public Purposes

4 Describe the proposed use of the land. The description must specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

See attached Plan of Development

5. If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.

Authority is derived from Chapter 268 of NRS and the Charter for the City of Las Vegas adopted by the Nevada Legistature, Chapter 515, Statutes of Nevada 1971,p.1063.

6. Attach a copy of your authority for filing this application and to perform all acts incident thereto.

7. If land described in this application has not been classified for recreation and/or Public purposes pursuant to the Recreation and Public urposes Act, consider this application as a petition for such classification.

(Continued on reverse)

8. Are all activities, facilities, services, financial aid, or other benefits as a result of your proposed development provided without regard to race, color, religion, national origin, sex, or age? ☒ Yes ☐ No *(If "no," describe the situation or activity and your plans for achieving compliance.)*

9. Are all activities, facilities, and services constructed or provided as a result of your proposed development accessible to and usable by persons with disabilities? ☒ Yes ☐ No *(If "no," describe the situation or activity and the reasons for nonaccessibility).*

Applicant's Signature	Date

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representation as to any matter within its jurisdiction.

APPROVED AS TO FORM:
Thomas R. Green
11-4-99 Date

GENERAL INSTRUCTIONS

1. Type or print plainly in ink.
2. Submit application and related plans to the BLM District or Resource Area Office in which the land is located.
3. Study controlling regulations in 43 CFR 2740 *(Sales)* and 43 CFR 2912 *(Leases).*
4. If applicant is non-governmental association or corporation, attach a copy of your charter, articles of incorporation or other creating authority. If this information has been previously filed with any BLM office, refer to previous filing by date, place, and case serial number.
5. If applicant is non-governmental association or corporation, attach a copy of your authority to operate in the State where the lands applied for are located. If previously filed with any BLM office, refer to previous filing by date, place, and case serial number.

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.

3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.

4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
   a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
   b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
   c. Type and general location of all proposed improvements, including public access *(roads, trails, etc.).* This showing may take the form of inventory lists, maps, plats, drawings, or blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.
   d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
   e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.
   f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
   g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.

Item

6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or the like.

LEGAL DESCRIPTION

That parcel legally described as:

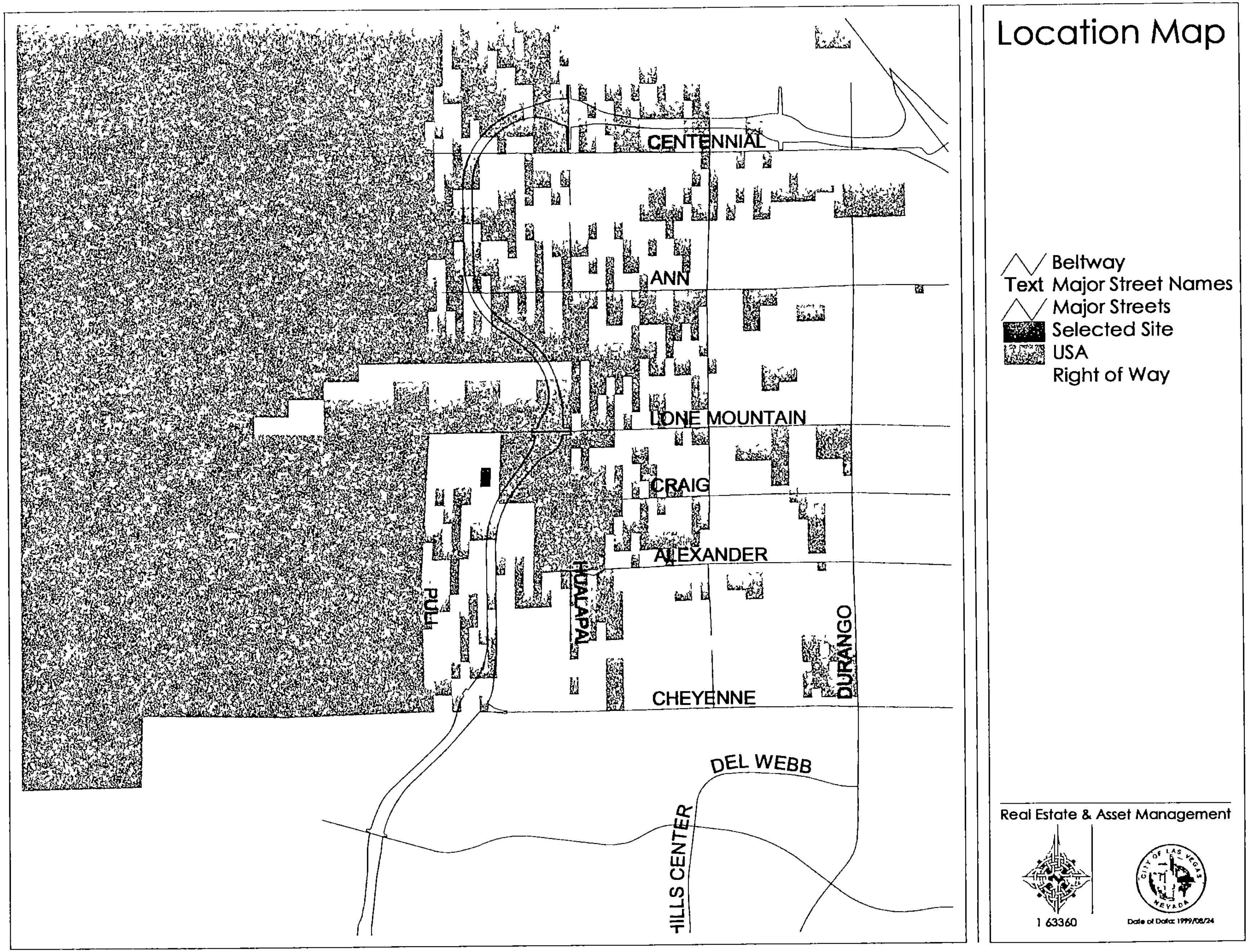
Mount Diablo Base & Meridian, Nevada
Township 20 South, Range 59 East,
Section 01:
the West ½ of the Northeast ¼ of the Southeast ¼ of the Northwest ¼,
comprising 5 acres, more or less.

Save and excepting therefrom for Right-of-Way purposes:
the North 30 feet for Red Coach Avenue,
the West 30 feet for Marla Street,
the South 30 feet for Stange Avenue,
the East 30 feet for an as yet unnamed public right-of-way; and
any and all utility easements necessary to service the subject facility, including
but not limited to: Nevada Power, Las Vegas Valley Water District, and
Southwest Gas.

AUTHORIZATION

The following action by the City of Las Vegas Council authorizes the submittal of this application for the acquisition of those parcels contained herein under the Recreation and Public Purposes Act.

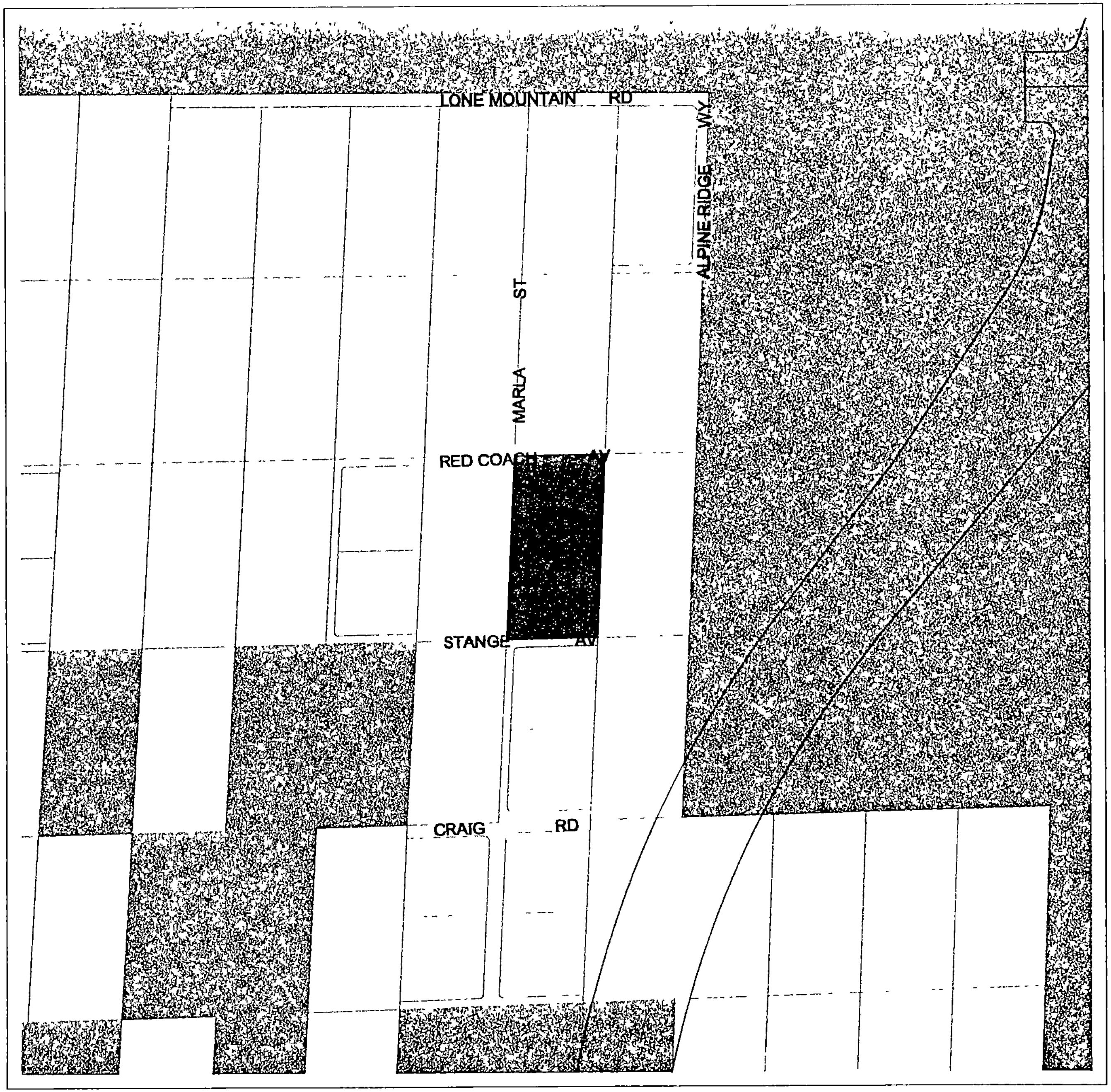
LOCATION MAP



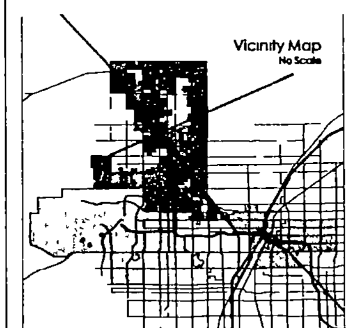
Location Map
CENTENNIAL
ANN
LONE MOUNTAIN
CRAIG
ALEXANDER
CHEYENNE
DEL WEBB
ILLS CENTER
PULL
HUALAPAI
DURANGO
Beltway
Text Major Street Names
Major Streets
Selected Site
USA
Right of Way
Real Estate & Asset Management
1 63360
CITY OF LAS VEGAS NEVADA
Date of Data: 1999/08/24

SITE MAP

Site Map



Beltway
Selected Site
USA
Parcels
Right of Way



Real Estate & Asset Management

1 7200

CITY OF LAS VEGAS NEVADA

Date of Data: 1999/08/24

PLAN OF DEVELOPMENT

STATEMENT OF NEED

The City of Las Vegas is one of the fastest growing communities in the country and most of this growth has occurred in the northwest sector of the City. During the past eighteen years, from 1980 to 1998 the City's population has increased by an estimated 278,689. From the period from 1997 to 1998 the population increased by 58,086 citizens. This tremendous growth is expected to continue through the year 2005.

As the City of Las Vegas continues to grow, increased demands will be placed upon the City to provide for new parks and recreation facilities for existing and future residents. By the same token, a great deal of this growth is occurring in the areas in and near the northwest areas of the City. It is imperative for the City of Las Vegas to plan, acquire and develop parks and recreational facilities in a timely manner, to ensure that these services will be available when needed. The City intends on phasing its park development as the demand for recreational facilities increases. Due to revenue reform at the state and federal levels and the budget constraints of a growing community, the City finds it necessary to minimize the cost of park site acquisition.

It is intended that this project will provide a location where individual recreation needs will be possible. The park will be geared to all ages and abilities. The facility will include individual group picnic shelters, parking, a recreation center, bathroom, and open space.

PHASING

Its is anticipated that the entire park site will be constructed in one phase. Work would include:

- Street Grading and Paving
- Off-site Improvements
- Composition Paths
- Site Earthwork
- Site Electrical
- Perimeter Post and Chain
- Dumpsite Enclosure
- Landscaping
- Benches
- Picnic Tables, Shelters & BBQ Pits
- Parking Lot
- Street Striping and Signage

FUNDING

It is anticipated the City of Las Vegas will provide for the construction of the facilities with general funds, future park bonds, Residential Construction Impact Fees, and developer contribution in lieu of fees.

MANAGEMENT PLAN

The City of Las Vegas agrees to the following commitments which will be incorporated by reference in the conveyance of the subject land:

1. To maintain the lands open to use by the public for recreational purposes without discrimination or favor.
2. To make no more than a reasonable charge for the use of facilities on the land (whether by concession or otherwise) and to charge no more for entrance to use the park than is charged at other comparable installations managed by State and local agencies. The City Council will submit to the Bureau of Land Management a schedule of charges. All charges shall be subject to review for conformance with this requirement and appropriate modification by the Secretary of the Interior of his delegate after reasonable notice and opportunity for hearing.
3. To develop and manage the land in accordance with the approved program of utilization submitted with this application.
4. To secure the approval of the Secretary of the Interior or his delegate of all plans of construction prior to commencing actual construction.
5. To maintain in satisfactory condition the facilities on this land.

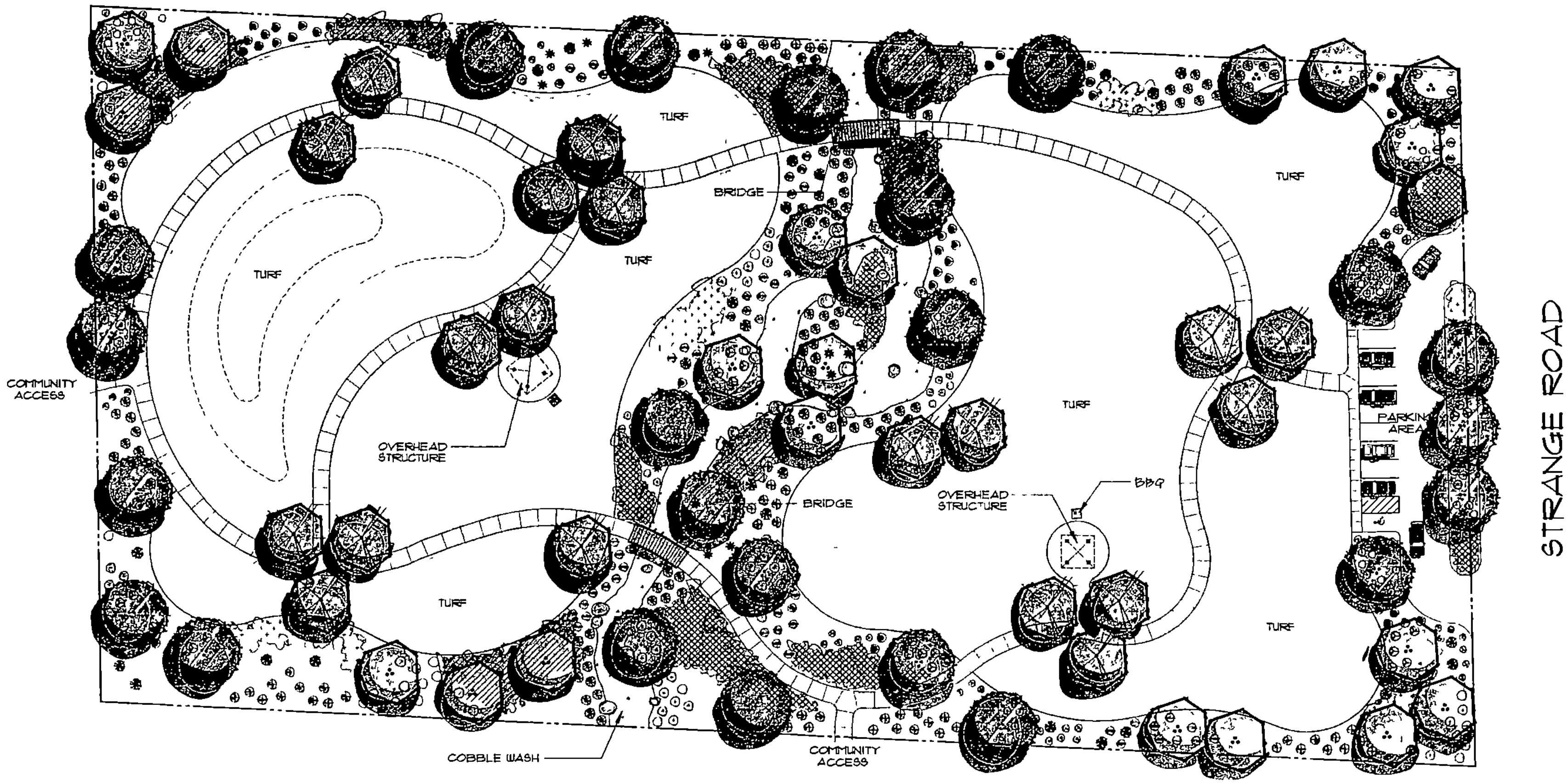
MAINTENANCE

The City of Las Vegas agrees to maintain the park site in a satisfactory manner during all phases of development. Funding for maintenance and custodial services shall become a part of the annual operating budgets.

APPLICATION FOR LAND
FOR
RECREATION AND PUBLIC PURPOSE

PARK SITE
RED COACH & MARLA

CITY OF LAS VEGAS
LAS VEGAS, NEVADA
October 28, 1999



TREE LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
	ACACIA SMALLII	SWEET ACACIA	24" BOX	MULTI TRUNK
	FRAXINUS VELUTINA 'RIO GRANDE'	RIO GRANDE ASH	24" BOX	STANDARD TRUNK
	PROSOPIS CHILENSIS	CHILEAN MESQUITE	24" BOX	MULTI TRUNK
	FOUQUIERIA SPLENDENS	OCOTILLO	8' HT	1 CANE MIN.

SHRUB LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
	CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE	5 GALLON	
	CASSIA PHYLLODINEA	SILVERY CASSIA	5 GALLON	
	COREOPSIS LANCEOLATA	LANCELEAF COREOPSIS	1 GALLON	
	ENCELIA FARINOSA	BRITTLEBUSH	1 GALLON	
	HESPERALOE PARVIFLORA	RED FLOWERING YUCCA	5 GALLON	
	LEUCOPHYLLUM LAEVIGATUM	CHIHUAHUAN SAGE	5 GALLON	
	MUHLENBERGIA CAPILLARIS	REGAL MIST DEER GRASS	5 GALLON	
	NOLINA MACROCARPA	BEAR GRASS	5 GALLON	
	SALVIA CLEVELANDII	CLEVELAND SAGE	5 GALLON	
	SALVIA GREGGII	AUTUMN SAGE	5 GALLON	

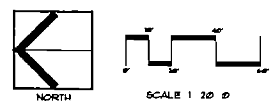
GROUNDCOVER/ROCK MATERIAL LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
	ACACIA REDOLENS 'DESERT CARPET'	DESERT CARPET ACACIA	1 GALLON	48" O.C.
	DALEA CAPITATA 'SIERRA GOLD'	SIERRA GOLD DALEA	1 GALLON	36" O.C.
	LANTANA MONTE. 'SUNGOLD'	SUNGOLD LANTANA	1 GALLON	24" O.C.
	DECOMPOSED GRANITE, MOJAVE GOLD 3/4" MINUS 2" DEPTH IN ALL PLANTING AREAS			
	DECOMPOSED GRANITE COBBLE, PALOMINO 3"-9" @ 6" DEPTH IN WASH AREA			
	FESCUE SOD 'MEDALLION' OVER 4" DEPTH WASHED SILT			
	CONCRETE HEADER, SEE DETAIL			

LONE MOUNTAIN WEST COMMUNITY PARK

PREPARED FOR FOCUS COMMERCIAL GROUP & STANPARK CONSTRUCTION CO

CONCEPTUAL LANDSCAPE PLAN



BWA
LANDSCAPE ARCHITECTS

City of Las Vegas

Agenda Item No.: 3

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 13, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFF MARESH

[ ] CONSENT [X] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Reese and M. McDonald

ABEYANCE ITEM - Discussion and possible action to enter into negotiations for an unsolicited offer from Las Vegas Premier Soccer Club, Inc., to develop and operate a soccer complex on undeveloped land currently under a lease application with the Bureau of Land Management, located between Buffalo Drive and Durango Drive

Fiscal Impact

[ ]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

The City received the unsolicited offer dated October 4, 1999, from Las Vegas Premier Soccer, Inc., a Nevada non-profit corporation. By a letter dated October 28, 1999, the City received the disclosure information for the Board of Directors of Premier. A copy of this proposal and the disclosure are attached as back up information for consideration.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Proposal
2. Disclosure
3. Site Map

The **Skancke**
Company

October 28, 1999

Mr. David Roark
Real Estate and Asset Manager
City of Las Vegas
314 Las Vegas Blvd. North
Las Vegas, NV 89101

VIA FACSIMILE: 382-2309

RE: Premier Soccer Complex

Dear David:

In response to your letter dated 10/26/99, I would like to submit the following list on behalf of my client Premier Soccer Club Inc. Listed below you will find the names of Premier's Board of Directors, their addresses, and phone numbers.

Premier Soccer Club Inc. Board of Directors

Gary S. Marrone, MD, President
5 Quail Hollow Drive
Henderson, Nevada 89014
458-7977

Barry Barto, Exec. Vice President
1873 Hillsboro Drive
Henderson, Nevada 89014
458-2409

Scott Hunt, Vice President
8744 Castleridge
Las Vegas, Nevada 89014
341-6356

Larry Canarelli, Secretary
1 Dovetail Circle
Henderson, Nevada 89014
456-7147

702 870 7068

3330 Paseo Del Prado Suite C 306
Las Vegas Nevada 89102
Fax 702 474 4606

Tucker Di Edwardo, Treasurer
2286 Van Gogh Drive
Henderson, Nevada 89014
898-1804

If you have any questions, please feel free to contact me at 870.7068

Sincerely,

Ryan Arnold
Vice President

The Skan ke Company

October 4, 1999

Mr. David Roark
Real Estate Manager
City of Las Vegas
314 Las Vegas Blvd. North
Las Vegas, NV 89101

RE: Premier Soccer Complex

Dear David:

On behalf of our client Premier Soccer, I respectfully submit an unsolicited proposal to build one stadium, and 20 regulation fields on BLM land within the City of Las Vegas city limits. The approximately 100 acres of land is generally located North of Summerlin Parkway, South of Washington, West of Buffalo, and East of Durango.

Please consider this letter as our formal request and interest in entering negotiations with the City of Las Vegas I will wait to hear from you as to what our next steps should be.

Sincerely,

Ryan Arnold
Assistant Vice President

Oct 6 2 17 PM '99

702 570 7068

September 20, 1999

Las Vegas City Council
City Hall
400 East Stewart Avenue
Las Vegas, Nevada 89101

RE: DEVELOPMENT PROPOSAL FOR LAS VEGAS SOCCER PARK, LAKE MEAD & TENAYA, LAS VEGAS, NEVADA

Ladies and Gentlemen.

This Las Vegas Premier Soccer Club, Inc , hereby submits for your consideration a proposal to develop and operate a soccer complex to be located on one hundred (100) acres of undeveloped real property currently owned by the Bureau of Land Management, located generally between Buffalo Drive and Durango Drive and between Washington Avenue and Summerlin Parkway, in the City of Las Vegas, described more particularly below.

I. DEVELOPMENT ENTITY

The Development Entity for this project is the Las Vegas Premier Soccer Club, Inc , a Nevada nonprofit corporation which was created October 2, 1997, in order to promote the training of youth soccer players, both boys and girls, from the ages of 9 through 19, with the assistance of skilled and proficient soccer coaches, most of whom are licensed by nationally recognized organizations The Las Vegas Premier Soccer Club, Inc , was granted nonprofit status by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code on March 25, 1999

The officers and directors of the Las Vegas Premier Soccer Club, Inc., are as follows.

President:	Gary S. Marrone, M.D
Secretary·	Larry Cannarelli
Treasurer:	Tucker DiEduardo
Director·	Barry Barto

Members of the Board are experienced in construction, finance, as well as facilities necessary r training youth soccer players. Additional background information concerning these individuals available upon request.

2. EXPLANATION OF NEED

There are currently over two thousand children in the Las Vegas area who participate in organized competitive soccer leagues from the ages of under 6 through under 19 Many of the children engaged in the sport virtually year round with both fall and spring leagues, and then compete regionally in late June against State Champions from other states in the Western Region. Currently within the City of Las Vegas and Clark County, the only facilities available for youth training sessions and games are Ed Fountain Park, with two dedicated soccer fields for year round use, and two others usable only in the spring (with lights). In addition, a very few practice and unlit game fields are available in the City on the school grounds of various elementary and middle schools during the week and on Saturdays. The Clark County Community College, Cheyenne Campus, has one lit field available for games during the week and on Saturdays. The Silver Bowl Soccer Complex on Boulder Highway and Russell Road provides the largest facility in Clark County for youth and adult soccer, with potentially fourteen (14) fields during the day, five (5) of which are lit fields also useable at night. It is virtually the only site in Clark County available for the several youth and adult soccer tournaments which are scheduled in Clark County each year, each of which draws hundreds of children from around the state, region and even international teams. Usage of the Silver Bowl Complex facility will be limited, if not eliminated in the future, as soccer fields are being remade into baseball diamonds.

Clearly, the facilities in this community are not adequate to meet the needs of the growing number of children who are enjoying the sport of soccer.

3. IDENTIFICATION OF REAL PROPERTY

The property which is the subject of this proposal is approximately one hundred (100) acres located between Buffalo Drive and Durango Drive, and between Washington Avenue and Summerlin Parkway, Parcel No 138-28-301-002, in the City of Las Vegas (the "Property"). See Exhibit "1."

The Development Entity is requesting that the City of Las Vegas lease the Property to a newly formed non-profit entity which will be comprised of members of the Development Entity and representatives of the City of Las Vegas, for a minimum of Fifty (50) years (the "Operations Entity") In consideration of the work performed by the Development Entity with respect to this project, the Development Entity requests that four (4) of the lit fields be dedicated exclusively to the use of the Las Vegas Premier Soccer Club, Inc for training, clinics, games and tournaments, many of which will be open to the public.

4. DEVELOPMENT CONCEPT

The Development Entity foresees the development and construction of twenty (20) soccer fields, all of which will be lit for night use, plus one lit stadium type field which will include permanent concrete seating and a concession area. Within the stadium complex will be constructed restroom facilities, an office and storage facility for maintenance equipment, soccer goals, nets and related equipment. Additional permanent restroom facilities will be constructed throughout the complex.

The design of the complex has been prepared by KGA Architects. The construction of the facilities will be open for public bidding A conceptual drawing of the proposed complex is attached hereto as Exhibit "2."

The facilities will be completed in two phases. Phase 1 will consist of offsite improvements, seventeen (17) soccer fields, the stadium, parking, restrooms and related improvements. Phase 2 will complete the complex with three (3) additional fields, restrooms, parking, offsites and related improvements.

The total cost of this development is anticipated to be Twelve million, nine hundred and nineteen thousand three hundred and five dollars ($12,919,305), as set forth in the Summary of Probable Costs prepared by KGA Architects September 8, 1999, a copy of which is attached hereto as Exhibit "3"

Total offsites and utilities are One million, nine hundred sixty one thousand eight hundred and fifty dollars ($1,961,850), comprised, of One million four hundred forty thousand, four hundred and fifty dollars ($1,440,450) in Phase 1 and Five hundred twenty one thousand four hundred dollars ($521,400) in Phase 2.

Upon completion of the facilities, they will be conveyed to the City of Las Vegas, and managed by the Operations Entity, which may charge reasonable fees to soccer leagues and teams to offset operations, maintenance, and repair/replacement costs of the facility

5. DEVELOPMENT FINANCING

The Development Entity requests that the City of Las Vegas contribute to the project the cost of the offsite improvements. The remainder of the construction and development costs will be obtained through donations or financing, for which the City of Las Vegas will not be responsible.

We would appreciate your consideration of this proposal. We will be pleased to provide you with any additional information you require, and to meet with you to discuss this exciting and necessary project further at your convenience.

Very truly yours,

Gary S. Marrone, M.D ,President
Las Vegas Premier Soccer Club

ECL/GSM/smw
Enclosures as stated

C \shared\ECL\605602\corr city council ltr 092099 wpd

1065-001-991
File: soccrbnd
September 17, 1999
By: NR

EXPLANATION: This description is for the preliminary boundary for Summerlin Soccer Park for application to Bureau of Land Management only.

Basis of Bearings: North 88°57'21 East, being the South lne of the Southeast quarter (SE1/4) of the Northeast quarter (NE1/4) of section 28, Township 20 South, Range 60 East, M.D.B. & M., City of Las Vegas, Clark County, Nevada, as shown by a map on fle in the office of the Clark County Recorder in Book 62, of plats, page 32.

Portions of the North Half (N1/2) of the Southwest quarter (SW1/4) and the North half of the Southeast quarter (SE1/4) of section 28, Township 20 South, Range 60 East, M.D.M., Clark County Nevada.

Commencing at the West One quarter comer of Section 28, point also being the centerline intersection of Washington Avenue (80' wide) and Durango Drive (100' wide); thence North 88°53'24" East, along the centerline of said Washington Avenue a distance of 105.71 feet to a point; thence South 01°06'36" East a distance of 40.00 feet to point on the South Right-of-Way of said Washington Avenue, said point also being the *Point of Beginning*, thence North 88°53'24" East along said Right-of-Way, a distance of 911.57 feet; thence North 88°58'09" East, continuing along said Right-of-Way a distance of 1693.59 feet, thence North 88°57'21 East, continuing along said Right-of-Way, a distance of 2179.26 feet; thence departing said Right-of-Way, South 00°54'58" East, a distance of 314.33 feet; thence North 88°54'03" West, a distance of 24.67 feet; thence South 47°57'57" West, a distance of 589.93 feet; thence South 77°31'28" West, a distance of 182.16 feet; thence South 51°38'32" West, a distance of 233.26 feet; thence South 82°32'40" West, a distance of 111.05 feet; thence North 40°53'07" East, a distance of 154.67 feet; thence South 77°31'33" West, a distance of 760.77 feet; thence South 88°41'03" West, a distance of 3135.72 feet; thence South 83°07'47" West, a distance of 98.62 feet to the East Right-of-Way of Aforesaid Durango Drive; thence North 02°08'22" West, along said Right-of-Way, a distance of 896.25 feet to a point of curvature of a 54.00 foot radius curve, concave Southeasterly, thence continuing along said curve to the right, thru a central angle of 91°01'46", an arc length of 85.79 feet to the *Point of beginning*.

Containing: 96.181 acres, more or less.

Summary of Probable Costs
Las Vegas Soccer Park

Date: 09/08/1999

Phase 1

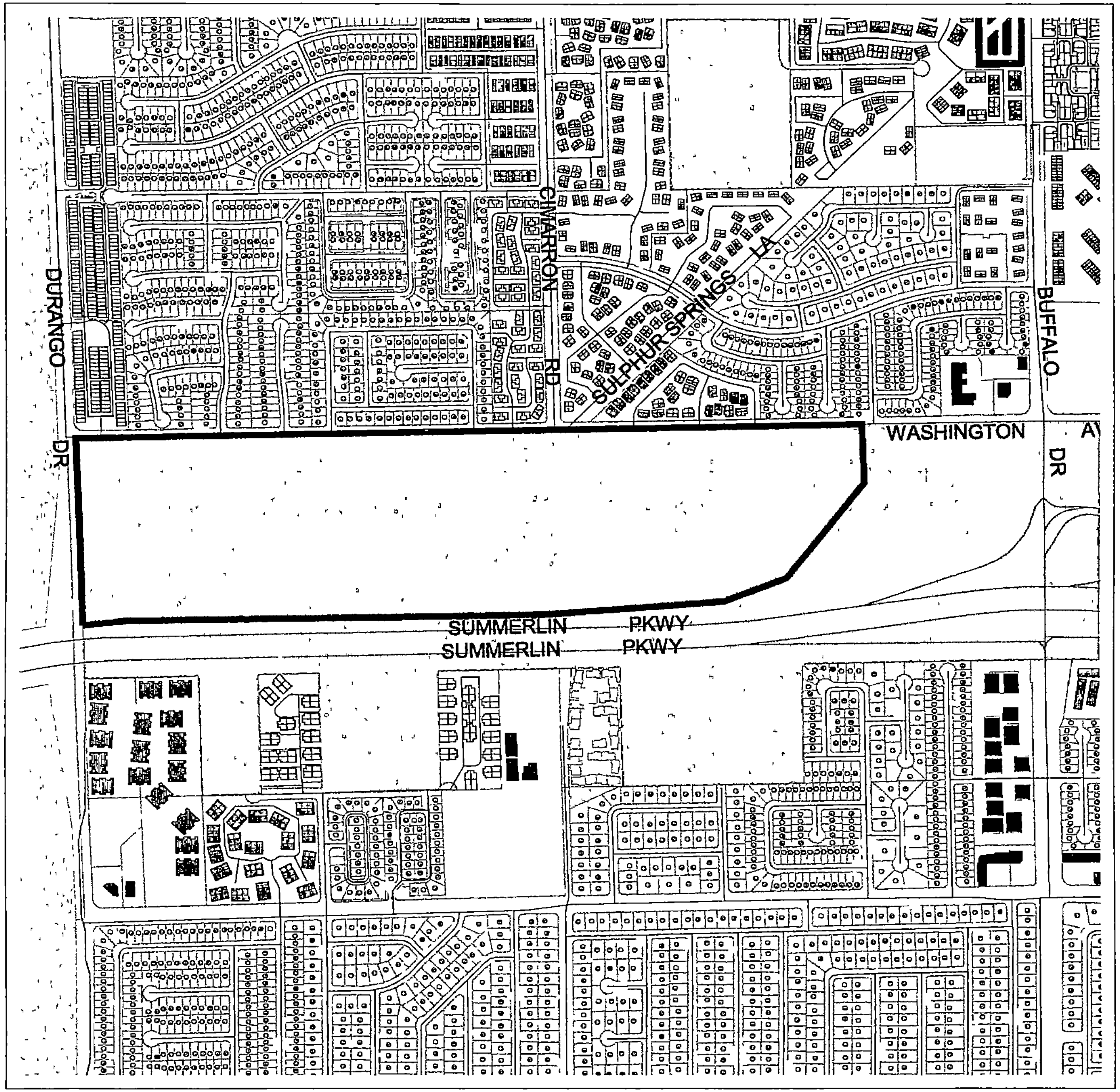
Item	Amount	Unit	Unit Price	Subtotal
Site Improvements				
Soccer Fields	17	ea	70000.00	1190000
Lighting Package	18	ea	92000 00	1656000
Playground Area	1	ea	95000.00	95000
Restroom Structures	4	ea	115000.00	460000
Landscape Improvements	1	ls	650000 00	650000
Parking Areas	825000	sf	0.83	684750
Subtotal				**$4,735,750**
Soccer Stadium				
Field	1	ea	135000.00	135000
Bleachers	8000	sts	68 00	544000
Common Toilets	2250	sf	170.00	382500
Press Box	1	ea	32500.00	32500
Scoreboards	1	ea	39500 00	39500
Concession	600	sf	120.00	72000
Ticket Booth	1	ea	12500 00	12500
Luxury Boxes	1	ea	112000.00	112000
Fencing	1850	lf	72.00	133200
Equipment	1	ls	85000.00	85000
Locker Rooms	8800	sf	110 00	968000
Subotal				**$2,516,200**
Subtotal Improvements				**$7,251,950**
A-E Fees				**$580,156**
Contingency				**$725,195**
Governemnt Fees and Permits				**$507,637**
Total Phase 1				**$9,064,938**

Summary of Probable Costs
Las Vegas Soccer Park

Date: 09/08/1999

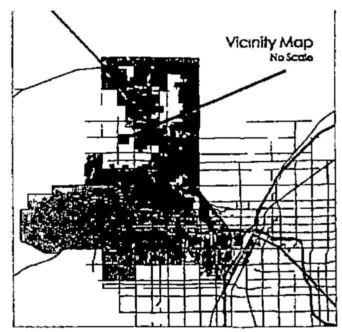
Phase 2

Item	Amount	Unit	Unit Price	Subtotal
Site Improvements				
Playground Area	1	ea	95000.00	95000
Soccer Fields	3	ea	70000.00	210000
Lighting Package	3	ea	92000.00	276000
Restroom Structures	2	ea	115000 00	230000
Landscape Improvements	1	ac	250000 00	250000
Parking Areas	545800	sf	0.83	453014
Subtotal Site Improvements				**$1,514,014**
A-E Fees				**$121,121**
Contingency				**$151,401**
Government Fees and Permits				**$105,981**
Total Phase 2				**$1,892,518**
Total Phase 1 & 2				**$10,957,455**
Phase 1 - Offsites and Utilities	4365	lf	330.00	$1,440,450
Phase 2 - Offsites and Utilities	1580	lf	330 00	$521,400
Total Offsite				**$1,961,850**
Grand Total Phase 1 & 2 + Offsites				**$12,919,305**



Proposed Summerlin Parkway Soccer Park

Street Centerline
Soccer Park
Landuse
Single Family
Mobile Homes
Plexes
Townhouses
Condominiums
Apartments
Other Residential
Group Quarters Facilities
Non-Profit Organizations
General Commercial
Tourist Commercial
Comm/Trans/Utilities
Industrial
USA
City of Las Vegas
Parcels
Right of Way



Real Estate & Asset Management

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Date of Data: 1999/10/25

City of Las Vegas

Agenda Item No.: 4

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 13, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFF MARESH [ ] CONSENT [X] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Reese and M. McDonald

Discussion and possible action on a land lease agreement with the Clark County Health District for the location of an air monitoring station in the East City Service Yard, 3104 East Bonanza Road

Fiscal Impact

X	**No Impact**	**Amount:**	
	Budget Funds Available	**Dept./Division:**	
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:

The City is partnering with the Clark County Health District to install a Health District funded air quality monitoring station located within the suspected area of high carbon monoxide. The station will be used to validate predictions which suggest that high levels of carbon monoxide may be found in the Central Northeastern portion of the Las Vegas Valley.

The East City Service Yard is an ideal location for the station. Approval will allow the installation of the station at the East Yard. The station will consist of a 6' x 8' ft trailer which will be installed on a 10' x 10' pad.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Land lease agreement.

AGREEMENT

THIS AGREEMENT ("Agreement" herein) is entered into this ___ day of __________, _____, by and between the CLARK COUNTY HEALTH DISTRICT (the "Health District" herein), and the CITY OF LAS VEGAS (the "City" herein), and collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the City is the owner of certain real property located at 3104 East Bonanza Road, Las Vegas, Clark County, Nevada, more commonly known as the "East City Service Yard"; and

WHEREAS, the Health District and the City desire to locate an air quality monitoring station in the neighborhood of the East City Service Yard to determine the extent of the concentration of high carbon monoxide air pollution over the Southeastern region of the City, in connection with programs to reduce air pollution over this region; and

WHEREAS, the Health District is willing to provide equipment and staff to monitor and establish the above-mentioned station.

NOW, THEREFORE, the Parties agree to the following:

1. **PROPERTY**. The City leases to the Health District and the Health District leases from the City 80 square feet of the East City Service Yard (the "Premises" herein). Said Premises are depicted by map in Exhibit A, attached hereto and made a part of this Agreement.

2. **RENT** The Health District agrees to provide the monitoring building (the "building" herein), the monitoring equipment and staff for the use of the Premises. The Health District shall provide the City's appointed representative a weekly summary of data for the carbon monoxide season extending from the commencement date of this Agreement up to and including March 1, 2000. For each year of lease renewal, the data summary shall be supplied for the carbon monoxide season extending from October 1 to March 31.

3. **UTILITIES**. The City agrees to pay for the electrical power supplied to the building. The Health District agrees to pay all other utilities supplied to the building including, but not limited to, telephone, data, gas, water and sewer. The City retains the responsibility for real property taxes and assessments, if any.

4. **SURRENDER AND WASTE**. The Health District promises to quit and surrender the Premises to the City at the end of the lease term, in as good order and condition (reasonable wear and tear thereof and damage by the elements excepted), as the same are now; not to make or suffer any waste thereof; not to assign the lease; or sublease the portion, or permit any other person to occupy or improve the same; and not make or suffer to be made, any alteration thereon without the

prior written consent of the City.

5. **TERM**. The term of this lease shall commence on the date the City Council approves this Agreement, which is the date first above written, and ends one (1) year from said date. Upon mutually agreeable terms in writing, the Health District and City may renew this Agreement for up to two (2) additional terms of one (1) year each after the initial term. Either Party may terminate this lease Agreement at any time during the lease term upon giving the other Party sixty (60) days prior written notice.

6. **ACCESS**. The City shall allow the Health District access to the Premises for the installation at all times, and covenants quiet possession of the Premises so long as the Health District is in compliance with its obligations.

7. **INDEMNIFICATION**. The Health District shall hold the City harmless from any and all claims and demands for damages claimed for injury to persons or property, resulting from the presence of the equipment on its property, not caused by the negligence of the City, its agents or employees.

8. **EQUIPMENT OWNERSHIP**. The Parties agree the building and its appurtenant equipment are and shall remain in the possession of the Health District, and shall be removed by the Health District, at its expense, at the termination of this Agreement.

9. **NOTICES**. Any notices from one party to the other shall be sent in writing, certified mail, return receipt requested, addressed as the case may be as follows:

HEALTH DISTRICT.

Clark County Health District
Air Pollution Control Division
P. O. Box 4426
Las Vegas, Nevada 89127

CITY:

City of Las Vegas
Attention: Real Estate Asset and Management Division
314 Las Vegas Boulevard North
Las Vegas, Nevada 89101

. . .
. . .
. . .

10. **GOVERNING LAW**. This Agreement shall be governed by the laws of the State of Nevada. In its interpretation, the singular may read as the plural, and the future tense as the past or present, all interchangeably as the context may indicate in order to fully effectuate the intent of the Parties.

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.

CLARK COUNTY HEALTH DISTRICT

By: ______________________
DONALD S. KWALIK, M.D.
Chief Health Officer

ATTEST:

____
Secretary

CITY OF LAS VEGAS

By: ______________________
OSCAR B. GOODMAN, Mayor

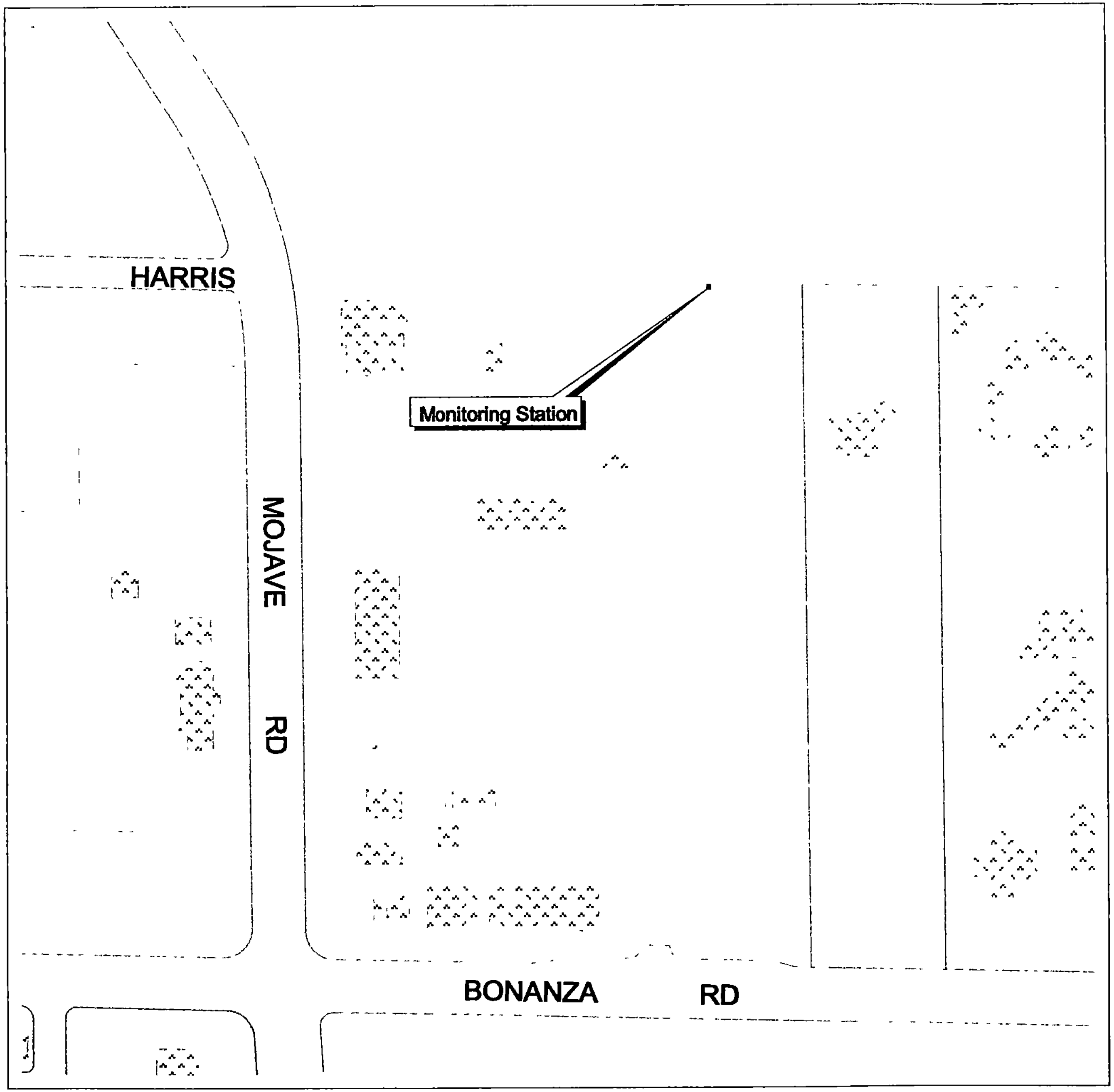
ATTEST:

____
BARBARA JO RONEMUS, City Clerk

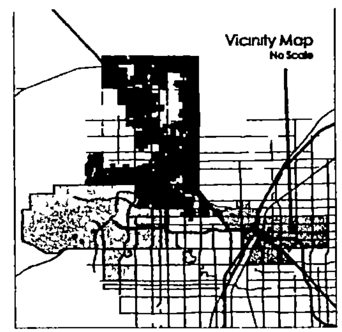
APPROVED AS TO FORM:

V. Pontecello 11/30/99
Date

Exhibit A



Selected Site
Building Footprints
City of Las Vegas
Parcels
Right of Way



Real Estate & Asset Management

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Date of Data: 1999/10/24

City of Las Vegas

Agenda Item No.: 5

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 13, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFF MARESH [ ] CONSENT [X] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Reese and M. McDonald

Discussion and possible action on the purchase of real property known as parcel numbers 162-04-601-004 and 162-04-601-005, located at Martin Luther King Boulevard, north of Oakey and south of Charleston, between Cynthia A. Inman or nominee and John and Marjorie Banks for the future construction of a fire station ($307,000 - Fire Services CPF)

Fiscal Impact

[ ]	**No Impact**	**Amount:**	$307,000 and % of closing cost
[X]	**Budget Funds Available**	**Dept./Division:**	Fire Svs/Satellite Station 10
[x]	**Augmentation Required**	**Funding Source:**	Fire Services CPF

PURPOSE/BACKGROUND:

On October 6, 1999, Council approved action for the City to negotiate a purchase contract for the above referenced properties. Staff is now bringing back the actual purchase contract for approval. In October, staff estimated the cost to be between $310,000-$340,000. The actual cost of the contract will be $308,000, plus our proportionate share of the closing costs.

RECOMMENDATION:

Staff recommends approval of the purchase contract.

BACKUP DOCUMENTATION:

1. Purchase Agreement between Inman and Banks
2. Site Map

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY is made and entered into this 15th day of November, 1999 by and between **CYNTHIA A. INMAN** and/or nominee (hereinafter referred to as "Buyer") and **JOHN & MARJORIE BANKS** (hereinafter referred to as "Seller"), with reference to the following facts.

A. Seller is the owner of two parcels of vacant land (the "Property") consisting of approximately .50 and .83 acres. The Properties are located on the West Side of South Martin Luther King Boulevard, approximately 900 feet north of Oakey Avenue, Las Vegas, Nevada 89102. Plot Plan of the Properties showing the site is attached hereto as Exhibit "A". The Properties are further described as Assessor's Parcels No. 162-04-601-004 and 162-04-601-005.

B Seller has represented to Buyer that the Properties are currently zoned R-1 and are located in the City of Las Vegas, County of Clark, State of Nevada.

C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Properties, all improvements now made to the Properties

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the parties hereto do hereby agree as follows:

2. Purchase Price. The purchase price to be paid for both Properties and the improvements thereon shall be Two Hundred Nintey-Five Thousand and no/100 Dollars ($ 295,000.00), all cash. Said sum shall be paid as follows:

(a) Buyer shall deposit Ten Thousand Dollars ($10,000.00) into escrow as earnest money (the "Deposit"). **If Buyer decides to cancel escrow created herein without Sellers prior approval, Seller will keep the deposit of $10,000 Dollars,** before the expiration of the Contingency Period.

(b) Upon the expiration of the Contingency Period, the Deposit shall become non-refundable. The Deposit shall apply toward the purchase price of the Properties.

(c) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, Two Hundred Eighty-Five Thousand and no/100 Dollars ($285,000 00).

(d) If Buyer wishes to terminate this Agreement during the Thirty (30) day contingency period because unforseen problems, **with this property only**. Buyer must notify Seller and Escrow Agent in writing **and obtain Sellers approval.** Escrow Agent shall release to Buyer the Deposit plus interest within two (2) business days from date of notification, **Buyer will not receive deposit back, for other unrelated reasons to the**

property. (**Please note this is only the buyer's earnest money and any interest earned from an interest bearing account and the Seller will not have to come up with any money to pay Buyer if he terminate this Agreement.**

3. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with Angie Galindo at United Title of Nevada, within three (3) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the escrow company.

(a) to close escrow within five (5) days from the expiration of the contingency period. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

(b) Promptly after the opening of escrow, Seller shall cause to be procured and delivered for Buyer's approval the Preliminary Title Report and copies of documents referred to in paragraph 3; **which the escrow officer will provide**:

(c) Seller shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto, and all other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

(d) real property taxes shall be prorated to close of escrow;

(e) any Special Assessments or Fees outstanding on the Property which are of record shall be paid by the seller at the close of Escrow.

4. Broker Commissions/Disclosure. Seller represents and warrants that he has not retained or dealt with any broker with the respect to this Agreement except Priority One Commercial, 4780 West Harmon, Suite 12, Las Vegas, NV 89103, who shall be paid through escrow a commission by Buyer and or nominee of 4% of the Property's gross sale price. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial Seller shall be responsible for any real estate sales commission due to any listing or other broker retained by Seller.

5..If such notice, or other communication be serviced personally or by facsimile transmission, shall be sent to address below

To Seller: John and Marjorie Banks
P.O. Box 10700
Glendale, CA 91209
(626) 794-5724
(626) 791-8733 fax

To Buyer or Assignee: Cynthia A Inman

Priority One Commercial
4780 W. Harmon Ave., Suite 12
Las Vegas, NV 89103
(702) 228-7464
(702) 228-7156 fax

6. **Entire Agreement.** The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing.

7. Successors or Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Time of the Essence. Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

9. Buyer agrees to cooperate with Seller if Seller determines to undertake a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code.

The undersigned Buyer, offers and agrees to purchase the Property on the terms and conditions herein stated and acknowledges receipt of a copy of this Agreement.

Date: 11/23/99 Time 3:55 /pm

BUYER or ASSIGNEE:

Cynthia A. Inman

Cynthia A. Inman

ACCEPTANCE OF OFFER TO PURCHASE

The undersigned Seller accepts the foregoing offer to purchase and agrees to sell the Property described above, on the terms and conditions stated herein, and acknowledges receipt of a copy of this Agreement.

Date: 11-29-99

Time 4:00 am/pm

SELLER:

John & Marjorie Banks

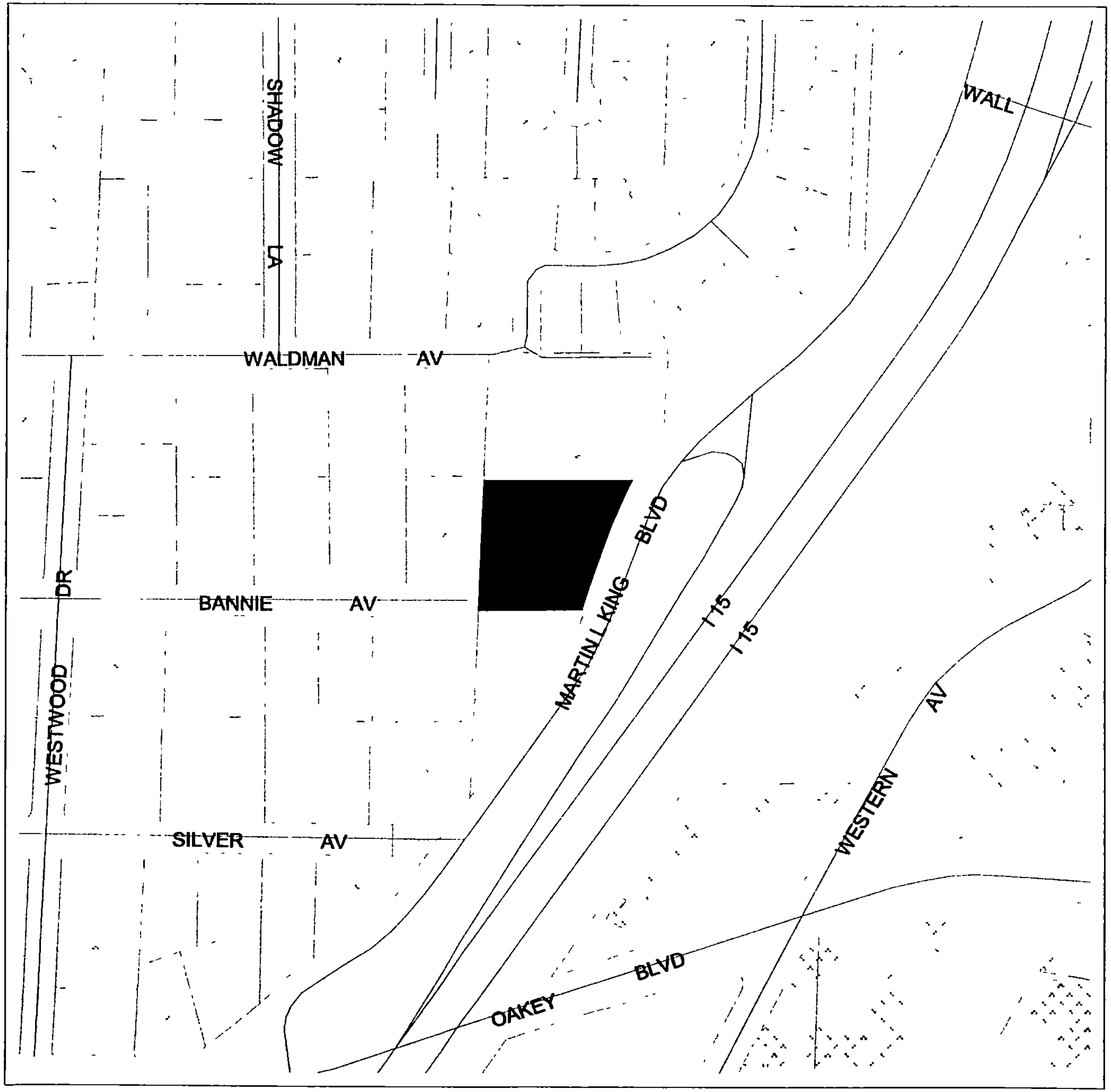
By: [signature]

Its: ____________________

By: [signature]

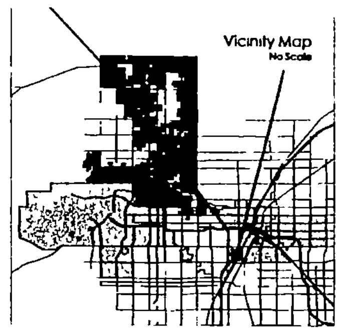
Its: ____________________

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK COMPETENT COUNSEL.



Fire Station 10

- Street Centerline
- Building Footprints
- Potential Station 10
- Parcels
- Right of Way



Real Estate & Asset Management

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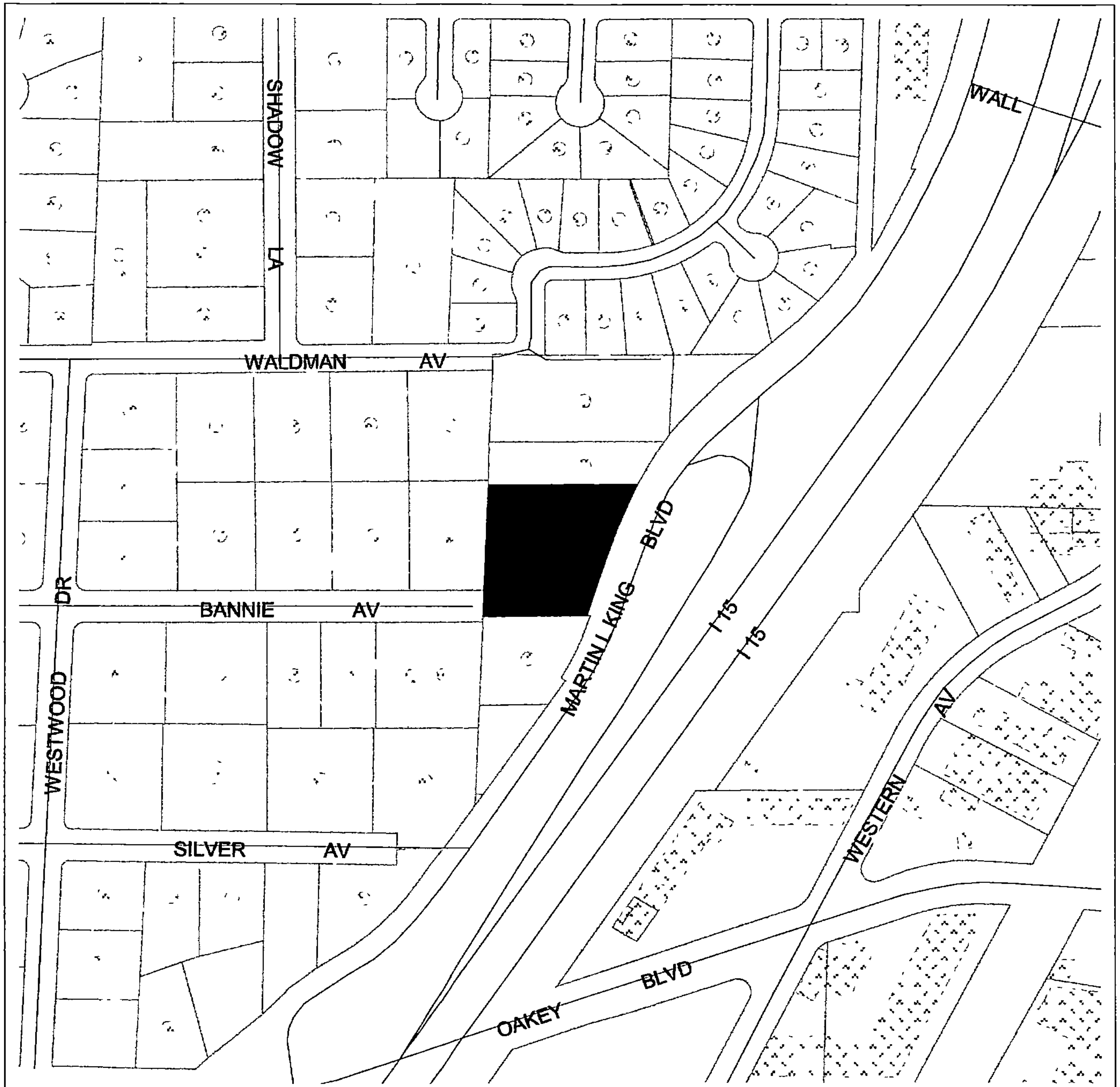
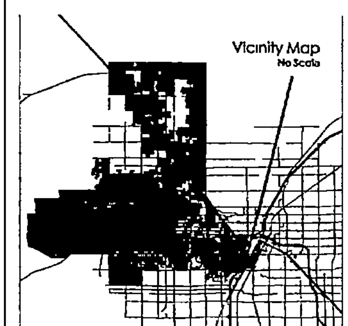
Date of Data: 1999/03/29

Fire Station 10



Street Centerline
Building Footprints
Potential Station 10
Parcels
Right of Way



Real Estate & Asset Management

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Date of Data: 1999/03/29

City of Las Vegas

Agenda Item No.: 6

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 13, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: JEFF MARESH [ ] CONSENT [X] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMTTEE: Councilmen Reese and M. McDonald.

Discussion and possible action on the Real Property Purchase and Sale Agreement between the City of Las Vegas and Berlin Industries, Inc. for the sale of land in the Las Vegas Technology Center (Gain of $1,142.911)

Fiscal Impact

[ ] **No Impact**	**Amount:** Gain of ~ $1,142,911.00
[ ] **Budget Funds Available**	**Dept./Division:** Business Development/Economic
[ ] **Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:
Berlin Industries, Inc. is expanding its existing facility at the Las Vegas Technology Center and will acquire 4.0 gross acres (3.8 net acres, excluding Nevada Power Co. easement) for construction of additional printing facilities. (See attached map.)

RECOMMENDATION:
It is recommended by the City Manager that the City Council approve the execution of the Purchase and Sale Agreement with Berlin Industries, Inc. and that the Mayor be authorized to execute the same, and any and all documents, including the exhibits attached to the Agreement, necessary.

BACKUP DOCUMENTATION:
Real Property Purchase and Sale Agreement between the City of Las Vegas and Berlin Industries, Inc.

City of Las Vegas

AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: December 13, 1999
DEPARTMENT: Office of Business Development
ITEM DESCRIPTION: Sale Agreement between City and Berlin Industries

The major points of the Agreement are as follows:

* The Site will consist of 4.0 acres (net 3.8 acres);

* The Purchase Price will be $7.00 per square foot of net acreage; the City will gain approximately $1,142,911.00;

* A $10,000 earnest money deposit has been deposited with the escrow agent by Berlin, concurrently with Berlin's execution of the Agreement.

* Construction of the project will begin within 12 months of acquisition of the Site, and will be completed within 18 months after commencement.

* Berlin and the City will each pay one-half of all closing and escrow costs.

* Conveyance of title to the Site shall be completed 120 days from the date escrow is open.

* Berlin will pay the cost of ALTA Owner's Policy.

Final sale of the property is contingent upon the following events:

* Berlin's approval of the preliminary title report.

* Berlin's development plans for the Site approval, pursuant to Las Vegas Municipal Code and the CC&R's;

* The Agreement has been reviewed by Berlin, their Attorney, and the City Attorney's Office.

* Approval of this Agreement will also direct staff to make the necessary changes to the Las Vegas Technology Center Covenants, Conditions and Restrictions as well as the Agreement for maintenance of the common areas between the City of Las Vegas and the Las Vegas Technology Center Owners Association as appropriate.

brln1

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, entered into this ____ day of ______________, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and BERLIN INDUSTRIES, INC., a Delaware corporation (hereinafter the "Developer").

WITNESSETH:

WHEREAS, the City owns certain real property that is located within what is known as the Las Vegas Technology Center (hereinafter the "Technology Center"); and

WHEREAS, the Technology Center is comprised of approximately two hundred fifty (250) acres that is bounded by the Oran K. Gragson Highway on the east, Cheyenne Avenue on the north, the Gowan detention basin for the Clark County Regional Flood Control District on the west, and Smoke Ranch Road on the south; and

WHEREAS, the City desires to sell to the Developer or its nominee, and the Developer desires that it or its nominee purchase from the City, a portion of said City-owned property, that portion being referred to hereinafter as the "Site"; and

WHEREAS, the Site is subject to that certain document entitled "Las Vegas Technology Center—Amended Declaration of Covenants, Conditions and Restrictions—February, 1992" (hereinafter the "CC&Rs"), which is recorded in the records of the Clark County Recorder at Book 920210, Instrument 01115; and

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions of the purchase and sale of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to accomplish the sale to and purchase by the Developer of the Site as hereinafter described. As used hereinafter, the "Developer" refers to the Developer, or its nominee or assignee, subject to the provisions of Section 22.

2. THE SITE

The Site consists of four (4.0) gross acres and three and eight-tenths (3.8) net acres excluding the Nevada Power Company easement right-of-way affecting the Site, is depicted generally in Exhibit "A", and is described more particularly in Exhibit "B". Exhibits "A" and "B" are attached hereto and incorporated herein by this reference. The City hereby represents that the Site consists of unimproved land to which the water, gas, electricity, telephone and sewer service and infrastructure, including dedicated roadways, drainage systems and the like, and all off-site improvements (excluding sidewalks and driveways) are available. It is the sole responsibility of the Developer to obtain and connect the necessary services from the local utility companies.

3. GENERAL SCOPE OF ACQUISITION

By executing this Agreement, the City agrees to sell to the Developer, and the Developer agrees to purchase, the Site as described above pursuant to the terms and conditions contained herein.

4. ACQUISITION OF SITE

The Purchase Price for the Site is One Million One Hundred Forty-Two Thousand Nine Hundred Eleven and No/100ths Dollars ($1,142,911.00) (hereinafter "Purchase Price"). The Purchase Price is based on Seven and No/100ths Dollars ($7.00) per square foot for the Site, which contains three and eight-tenths (3.8) acres, net of the Nevada Power Company easement affecting the Site. The entire Purchase Price for the Site, subject to adjustment provided for herein, is due and payable at or before the close of escrow as described in Section 14. For purposes of determining the Purchase Price, the area of the Site does not include dedicated rights-of-way or any public or utility easement that is not available for use for buildings, parking or landscaping or the Nevada Power Company easement area depicted in Exhibit "A", attached hereto and incorporated herein by reference.

5. SITE DEVELOPMENT

The Developer agrees that:

A. Any and all development on the Site will conform to the procedures and limitations contained in the CC&R's, zoning regulations and all applicable building and other codes as adopted by the City of Las Vegas. The City shall reasonably cooperate in obtaining any necessary amendments to the CC&Rs and Maintenance Agreement dated March 15, 1995, between the City and the Las Vegas Center Owners Association in order to permit Developer's ownership of the Site consistent with the terms of this Agreement.

B. Commencing on the date Developer acquires the Site and continuing for a period of not less than five (5) years thereafter, Developer will utilize the Site for the purpose of constructing and operating printing and/or bindery facilities, and uses incidental thereto, to be used primarily by BERLIN INDUSTRIES, INC., and not for speculative purposes. The foregoing use requirement shall not be deemed to be violated by leases of portions of the Site for purposes supportive or ancillary or to the foregoing uses ("Permitted Leases"). The Developer agrees to develop the entire Site within the time schedule set forth in Section C.

C. Within twelve (12) months after the acquisition of the Site, the Developer will begin construction and will substantially complete such construction within eighteen (18) months after commencement of such construction, or within such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control. The construction of improvements upon the Site will be considered substantially completed for purposes of this Agreement at the time that the City issues a Certificate of Occupancy, provided, however, that the improvements will be deemed substantially completed upon Developer's application for a Certificate of Occupancy, regardless of when the City issues the same, provided that such a Certificate is ultimately issued following such application without the requirement of further material work on the Site.

D. The Developer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site improvements.

Failure on the part of the Developer, after acquisition of the Site, to comply with the provisions of this Section 5 shall entitle the City, in its sole discretion, to exercise its rights under Sections 24 and 25, provided that said rights shall expire upon issuance of the Certificate of Occupancy for the Site.

6. GENERAL REPRESENTATIONS

The City and the Developer each represent and warrant that:

A. This Agreement and all agreements, instruments and documents herein provided to be executed are duly authorized and executed and binding on the parties;

B. The execution, consent or acknowledgment of no other party is necessary to effect the obligations of the City or the Developer as provided in this Agreement; and

C. Except for the Maintenance Agreement and CC&Rs which will be amended prior to the expiration of the Inspection Period, this Agreement does not now and shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement to which either the City or the Developer is a party or to which the Site is subject.

D. Pursuant to Resolution R-105-99 adopted by the City Council effective November 17, 1999, Developer warrants that it has disclosed and submitted on a separate form to the City all principals, including partners, of Developer, as well as all persons and entities holding more than a one percent (1%) interest in Developer or any principal of Developer. Throughout the term of this Agreement, Developer shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any change.

7. **EARNEST MONEY DEPOSIT**

Concurrently with its execution of this Agreement and no later than the date this Agreement is considered for approval by the City Council, the Developer has delivered to the Escrow Agent a deposit (the "Earnest Money Deposit") in the form of either cash or a cashier's check in the amount of Ten Thousand and No/100ths Dollars ($10,000.00). Escrow Agent shall notify City in writing of its receipt of the Earnest Money Deposit. Prior to the City's execution of this Agreement, any attempt on the part of the Developer to revoke its offer to enter into this Agreement or to materially modify the terms hereof in a way that would adversely affect the City without the City's consent, which consent shall not be unreasonably withheld, shall entitle the City to retain the Earnest Money Deposit. In the event the City breaches its obligations hereunder, Developer shall, among other remedies, be entitled to have the Earnest Money Deposit returned to it and terminate the Agreement.

Upon fulfillment of all conditions necessary to enable escrow to close with respect to the Site, the Earnest Money Deposit shall be applied toward the purchase of the Site. The Earnest Money Deposit shall be deposited into an interest bearing account with Escrow Agent, and all interest earned thereon shall accrue to Developer.

8. **ACQUISITION AND CONVEYANCE**

In accordance with and subject to all the terms, covenants and conditions of this Agreement, the City agrees to convey to the Developer the Site in accordance with this Agreement. Except as otherwise specifically provided, all closing and escrow costs related to the conveyance of the Site to the Developer (other than any payments necessary to cure a defect in title to the Site, which will be the City's obligation) shall be borne by the parties in equal shares.

9. **ESCROW**

Subject to the satisfaction of the conditions set forth herein, the Developer agrees to open an escrow with First American Title Company of Nevada (the "Title Company"), as escrow agent (the "Escrow Agent"), in Clark County, Nevada, within ninety (90) days after the Agreement Effective Date. This Agreement constitutes the joint escrow instructions of the City and the Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The City and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement in order to close escrow. Unless otherwise specified in any supplemental escrow instructions, the terms of this Agreement shall prevail in the case of any conflict between this Agreement and such instructions. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 9 in writing, delivered to the City and to the Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

The City shall timely and properly execute, acknowledge and deliver to the Escrow Agent a deed conveying to the Developer title to the Site in accordance with this Agreement. The

Developer shall timely and properly execute, acknowledge and deliver to the Escrow Agent the Deed of Trust in accordance with Section 25 of this Agreement.

Upon delivery of the deed to the Escrow Agent by the City, delivery of the Deed of Trust to the Escrow Agent by the Developer, and tender by the Developer of the Purchase Price (less the Earnest Money Deposit and applicable prorations and adjustments provided for herein) pursuant to this Agreement, the Escrow Agent shall record such deed and Deed of Trust when title can be vested in the Developer and title insurance as required by Section 15 hereof can be provided in accordance with the terms and provisions of this Agreement. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law and pay any transfer tax required by law.

The Escrow Agent is authorized and instructed to:

A. Expeditiously obtain a preliminary title report ("PTR") for the Site and deliver a copy, as well as copies of each document referred to therein, to each party. The Developer shall have ten (10) working days following the later of its receipt of the PTR or a survey of the Site, which shall be obtained not more than thirty (30) days after the Agreement Effective Date, in which to accept, reject or request modification of the PTR. The Developer's failure to object to the PTR within ten (10) working days after its receipt of the later of the PTR or the survey of the Site shall be deemed to represent the Developer's approval of the PTR. Developer's rejection of the PTR shall entitle it, at Developer's option, to terminate this Agreement, in which case the Earnest Money Deposit shall be returned to Developer.

B. Charge the parties obligated hereunder, and pay to the persons entitled thereto, any fees, charges and costs payable under this Section 9 and related solely to the acquisition and transfer to the Developer of the Site. Before such payments are made, the Escrow Agent shall notify the City and the Developer of the fees, charges and costs necessary to clear title and close the escrow;

C. Disburse funds and deliver the deed, Deed of Trust and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Developer;

D. Obtain and charge each of the parties one-half of the cost of, and issue to Developer, a title insurance policy insuring title to the Site in conformance with the requirements of Section 15 of this Agreement. Notwithstanding anything to the contrary set forth herein, the additional cost of an ALTA owner's policy over and above the cost of a CLTA owner's policy if desired by the Developer shall be borne entirely by the Developer.

E. Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

F. Record the Deed of Trust delivered to Escrow Agent pursuant to Section 25 of this Agreement.

All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest bearing escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this paragraph shall be for the benefit of the party responsible for depositing those funds with the Escrow Agent.

If this escrow is not in condition to close on or before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither the City nor the Developer shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until 10 (ten) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the 10 (ten) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both the City and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands for termination of the escrow are made, the escrow shall be closed as soon as possible. Nothing in this Section 9 shall be construed to impair or affect the rights or obligations of the City or the Developer to specific performance.

The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both the City and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or the Developer shall be directed to the addresses and in the manner established in Section 29 of this Agreement for notices, demands and communications between the City and the Developer.

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 7 and 9 to 15, inclusive, of this Agreement.

Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made by any brokers resulting from said party's actions or words.

10. CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

A. Provided that the Developer is not in material default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance to the Developer of title to the Site shall be completed on or prior to one hundred twenty (120) days from the Agreement Effective Date as defined in Section 34 hereof. The City and the Developer agree to perform all acts requisite to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

B. Notwithstanding any other provision of this Agreement, the Developer shall have no obligation to proceed with the acquisition of the Site if, by the one hundred twentieth (120th) day following the Agreement Effective Date:

(1) The Developer's development plans for the Site have not been approved pursuant to Las Vegas Municipal Code (LVMC) and the CC&Rs and Developer has not received all required approvals by all governing agencies necessary to enable Developer to construct the facilities that it desires to construct on the Site; or

(2) The Developer has not approved the preliminary title report in accordance with Section 9 of this Agreement.

In either such case, the Developer, upon request, shall be entitled to the return of its Earnest Money Deposit and termination of this Agreement. Alternatively, in the event Developer has not received the required approvals described in Section 10B(1) above by the one hundred twentieth (120th) day following the Agreement Effective Date, Developer, at Developer's option, may extend the closing date hereunder until Developer obtains such required approvals.

C. Possession of the Site shall be delivered to the Developer concurrently with the conveyance of title, except that limited access shall be permitted before conveyance of title as permitted in Section 20 of this Agreement. On and subject to the terms of this Agreement, the Developer shall accept title and possession on or before the dates described in this Section 10.

11. FORM OF DEED

The City shall convey to the Developer or to its nominee fee simple title to the Site in the condition provided in Section 12 of this Agreement by a grant, bargain and sale deed in a form that is substantially consistent with Exhibit "C" to this Agreement.

12. **CONDITION OF TITLE**

The City shall convey title to the Site free and clear of all liens, encumbrances, assessments, taxes, and other defects except those acceptable to the Developer.

13. **CONDITIONS PRECEDENT TO CLOSING**

In order for escrow to close with respect to the Site, the City must have deposited with the Escrow Agent the appropriate deed and any customary affidavits or documents associated with a conveyance of the type called for herein, and the Developer must have deposited with the Escrow Agent the Deed of Trust and Purchase Price, less any adjustments or prorations called for hereunder, and less the Earnest Money Deposit. Both parties also shall have deposited funds sufficient to satisfy their obligations under this Agreement.

14. **CLOSE OF ESCROW**

Upon the fulfillment of the conditions described in Section 13, the Escrow Agent shall file the deed and the Deed of Trust for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer a title insurance policy insuring title in conformity with Section 15 of the Agreement. The recordation of the deed shall constitute the close of escrow and Escrow Agent's agreement to issue the title policy described in this Agreement to Developer in the form called for hereunder.

15. **TITLE INSURANCE**

Concurrently with recordation of any deed, the Title Company shall provide and deliver to the Developer an owner's ALTA title insurance policy issued by the Title Company insuring that the title to the Site is vested in the Developer in the condition required by Section 12 of this Agreement. The Title Company shall provide the City with a copy of the title insurance policy and the title insurance policy shall be in the amount of the Purchase Price. The title insurance policy shall contain such endorsements, including an ALTA survey endorsement, access endorsement, contiguity endorsement (evidencing contiguity to the adjacent property that Developer owns), owner's comprehensive endorsement, zoning endorsement, and no western regional exceptions as Developer shall reasonably request.

16. **TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS**

The Developer shall be responsible for the payment of all real estate taxes and assessments which accrue or are assessed and levied on the Site for, or associated with any work performed during, any period subsequent to conveyance of title thereto. With the exception of any work performed to the Site by Developer as a result of Developer's Right of Entry dated October 11, 1999, City shall convey the Site to Developer free and clear of real estate taxes and assessments assessed or levied, or associated with work performed, prior to conveyance of title thereto. Prior to conveyance of title, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

Prior to, and as a condition of, the close of escrow, Developer agrees to deposit into escrow the amount due to the Las Vegas Technology Center Owners Association for the assessment on the Site for the period from the close of escrow to the end of the year. The Site will be transferred to Developer free and clear of any such assessment allocable to periods prior to close of escrow. As of close of escrow, Title Company shall issue a check in the name of the Las Vegas Technology Center Owners Association for the amount indicated by the Las Vegas Technology Center Owners Association for the aforementioned period. The check shall be mailed to: Las Vegas Technology Center Owners Association, c/o City of Las Vegas, 400 East Stewart Avenue, Las Vegas, Nevada 89101. The City shall assist Developer in securing a reversion to acreage combining the Site and the property adjacent to the Site already acquired by Developer. Following such reversion, Developer shall pay to the Las Vegas Technology Center Owners Association pursuant to the Covenants, Conditons and Restrictions (CC&Rs) one assessment for the entire combined property.

17. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any person except that of the Developer, and those reflected in recorded easements affecting the Site as approved by Developer.

18. ZONING OF THE SITE

The City represents that the City of Las Vegas General Plan and zoning ordinances and the CC&Rs permit the development and construction on the Site of facilities for printing and bindery operations and offices, and uses incidental thereto, as well as use and operation of said facilities for said purposes.

19. "AS IS" SALE

Prior to the close of escrow, the Developer and its representatives will have been afforded the opportunity to make such inspections of the Site and matters related thereto as the Developer and its representatives may desire. The Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, the City makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, and except as expressly provided elsewhere herein, the City makes no representations or warranties with respect to the use (except as provided in Section 18 hereof), condition, title (except as provided by the deed to be delivered by the City to the Developer as set forth in Section 11,) occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings. Notwithstanding the foregoing, to the best of City's knowledge, City is not aware of any past or currently existing violations of any applicable statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site or any past or currently existing conditions of the Site that could cause or result in any such violation except as provided in this Agreement.

20. INSPECTION BY THE DEVELOPER

Commencing with the Agreement Effective Date and extending for a period of sixty (60) days thereafter, or ten (10) days prior to the close of escrow, whichever occurs sooner, (the "Inspection Period"), the Developer and its representative shall have the right to enter upon and inspect the Site at all reasonable times for the purpose of conducting such boundary and topographical surveys, surface and subsurface soil and engineering tests and environmental assessments as the Developer may reasonably require, but the conduct of such surveys, tests and assessments shall not damage the Site. The Developer shall indemnify, defend and hold the City harmless for any personal injury, death or property damage, including costs and reasonable attorney's fees, arising out of any activity by the Developer or its agents, employees or contractors pursuant to this Section. The City shall deliver to Developer, within ten (10) days of the Agreement Effective Date, copies of all data and information on the Site available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the Site by the Developer prior to conveyance of title thereto shall be done only in accordance with the terms of this Agreement and at the sole expense of the Developer. The Developer shall save and protect the City against any claims resulting from each and every entry upon and inspection of the Site. City and Developer acknowledge that the City executed a Right of Entry dated October 11, 1999, authorizing the entry upon and inspection of the Site by the Developer. Copies of data, surveys and tests obtained or made by the Developer on the Site shall be filed with the City. Any preliminary work by the Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies, which the City agrees to cooperate with Developer in obtaining.

Notwithstanding any other provision of this Agreement, the Developer shall have the right to terminate this Agreement, prior to expiration of the Inspection Period, if inspection of the Site or review of municipal files, zoning matters, recorded instruments, water rights and the like, or the terms and conditions imposed upon Developer's development plans as approved, reveal any condition that makes the contemplated development of the Site undesirable, impossible or impractical , in Developer's sole judgment. Upon its exercise of said right to terminate, the

Developer shall be entitled to the return of the Earnest Money Deposit.

21. **GOVERNMENTAL PERMITS**

Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

22. **ASSIGNMENT**

The Developer hereby represents and warrants that the Site is being acquired for the purpose of development in accordance with the provisions of Section 5, and is being acquired not for speculative purposes. The Developer shall not assign any interest in or delegate any obligation under this Agreement, or sell or transfer the Site or any portion thereof, excepting easements associated with development of the Site, mortgages, deeds of trust, sale and leaseback or other security instruments or conveyances associated with the financing of acquisition, development and operation of the Site, Permitted Leases of portions of the Site or condemnations of portions of the Site, for a period of five (5) years from the date that title passes to the Site, without the written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed, provided that the foregoing limitation shall not apply in the event of a sale of the business operated on the Site or substantially all of the assets of BERLIN INDUSTRIES, INC., nor shall it apply to a transfer of the Site to an entity controlled by, or under common control, with BERLIN INDUSTRIES, INC.

23. **TIME OF ESSENCE**

Notwithstanding anything to the contrary elsewhere herein, time is of the essence of this Agreement and every obligation hereunder.

24. **DEFAULT AND REMEDIES**

If the Developer fails to fulfill its obligations with respect to the purchase of the Site, where such failure is not based upon defective title, the City's failure to perform its obligations hereunder, or is not otherwise excused specifically under this Agreement, the City shall be entitled to terminate this Agreement and retain the Earnest Money Deposit.

Additionally, either party may avail itself of any legal or equitable remedy for breach. No such remedy shall be available unless and until:

A. Written notice of default is provided to the party in default; and

B. Within twenty (20) days after receipt of such notice, such default has not been cured to the reasonable satisfaction of the party giving notice, provided that if the breach is not of a nature that can be cured within such twenty (20) day period, the party in default shall be afforded such additional time as may reasonably be necessary to cure the condition, provided that within such twenty (20) day period it commences cure and diligently pursues the same to completion.

25. MONETARY PENALTY AND DEED OF TRUST

A. Monetary Penalty. Upon the occurrence of a Section 5 Default (as hereinafter defined), Developer shall pay to the City a monetary penalty in the amount of Two Hundred Fifty Thousand and No/100ths Dollars ($250,000.00)(the "Monetary Penalty") within thirty-five (35) days following receipt of written notice demanding payment thereof from the City.

B. Execution of Deed of Trust. In order to secure the payment of the Monetary Penalty, prior to the close of escrow, Developer shall execute, acknowledge and deliver to Escrow Agent a deed of trust in favor of Escrow Agent and naming the City as beneficiary encumbering the Site in substantially the form attached hereto as Exhibit "D" (the "Deed of Trust"). The Deed of Trust shall encumber the Site and Developer's property located immediately adjacent to the Site, and shall contain such terms, conditions and remedies as are customary in the State of Nevada.

C. Additional Remedies. In addition to and independent of any other remedy available to it, the City shall have the additional right at its option to exercise its remedies under the Deed of Trust if, after conveyance of the Site to Developer and prior to the issuance of all certificates of occupancy therefor, Developer commits a Section 5 Default and thereafter fails to pay to Beneficiary the Monetary Penalty within the payment period specified in Section 25A above after receipt of written demand therefor from the City. The occurrence of any one or more of the following events shall be considered a "Section 5 Default":

i. Completion Default. Developer fails to commence or to substantially complete construction of the improvements as required by this Agreement under Section 5C ("Completion Default"), and thereafter fails to cure its Completion Default by completing construction of such improvements within twelve (12) months following receipt of written notice of default from the City. This is a condition subsequent and not merely a covenant.

ii. Prohibited Transfer. Developer transfers the Site or any portion thereof (except with respect to easements and similar rights granted in connection with Developer's development of the Site, mortgages, deeds of trust, sale and leaseback or other security instruments or conveyances associated with the financing of Developer's acquisition, development and operation of the Site, Permitted Leases of portions of the Site, or condemnations of portions of the Site) in violation of this Agreement ("Transfer Default"), and thereafter fails to cure its Transfer Default by reacquiring the Site or such portion thereof within sixty (60) days following receipt of written notice of default from the City. This is a condition subsequent and not merely a covenant.

iii. Other Default. Developer fails or refuses to comply with or to cure the default of any provision of Section 5 (except a Completion Default under Section 5C or a Transfer Default) for a period of twenty (20) days after written notice thereof from the City. If Developer has taken reasonably steps to cure, but cannot reasonably cure such default within the twenty (20) day period, it shall have a reasonable time thereafter to effectuate such cure.

D. Subordination. The Deed of Trust shall be subordinate, subject to, limited by and shall not defeat, render invalid, prohibit or limit any mortgage, deed of trust, sale and leaseback or other security instrument or conveyance for financing permitted by this Agreement (the "Permitted Liens"). The City shall execute, acknowledge and deliver to Developer a subordination agreement, consistent with the foregoing and in a form acceptable to Developer's lender(s), within thirty (30) days after receipt of Developer's request for the same.

E. Permitted Encumbrances and Transfer. In addition to and in no way limiting the foregoing, the Deed of Trust shall be subject to all easements, restrictions, covenants, conditions and other encumbrances of record, matters that would be disclosed by an accurate survey of the Site, the Permitted Liens, any matters created by, through or under the City, easements and similar rights granted in connection with the development of the Site by Developer, Permitted Leases of portions of the Site, condemnations of portions of the Site, and such other matters as may be agreed upon by the City and Developer in the exercise of their reasonable discretion. The Deed of Trust shall not restrict Developer from assigning its interests or obligations under this Agreement, or from transferring the Site or any portion thereof, to the extent that such an assignment or transfer is otherwise permitted under the terms of this Agreement.

F. Termination. Upon the issuance of a certificate of occupancy for the Site, the Deed of Trust shall automatically terminate, and the City shall promptly execute, acknowledge and deliver to Developer a full release and reconveyance of such Deed of Trust in a form reasonably acceptable to Developer and suitable for recording.

G. Conflict. In the event of any conflict between the provisions of this Section and any other provisions set forth in this Agreement, the provisions of this Section shall control.

26. SURVIVAL

The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

27. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

28. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to the Developer for any default or breach by the City, for any amount which may become due to the Developer or for any obligation of the City under the terms of this Agreement.

29. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between the City and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Developer as set forth in this Section 29. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the City:	City Manager's Office City of Las Vegas 400 East Stewart Avenue Las Vegas, Nevada 89101 Attention: Michael Majewski
If to the Developer:	Edward Majerczak Berlin Industries, Inc. 7350 Prairie Falcon Road Las Vegas, Nevada 89128

30. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 17, inclusive, and Exhibits "A", "B", "C" and "D" attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

31. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

32. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

33. CAPTIONS

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

34. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement, when executed by the Developer and delivered to the City, must be approved by the City Council, executed and delivered by the City within sixty (60) days or this Agreement shall be void and the Earnest Money Deposit shall be returned to Developer, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. By executing this Agreement and submitting it to the City, the Developer is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. Any attempted revocation of such

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. . .

. . .

offer or material modification of the terms hereof without the consent of the City, which consent shall not be unreasonably withheld shall entitle the City to retain the Developer's Earnest Money Deposit. The effective date of this Agreement (the "Agreement Effective Date") shall be the date when this Agreement has been signed by the City. A memorandum of this Agreement may be recorded in the Office of the County Recorder, Clark County, Nevada.

Date of City Council Approval:
__________________, 1999.

CITY OF LAS VEGAS

By: ___________________________
OSCAR B. GOODMAN, Mayor

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

Approved as to Form: J Pinheiro 12/3/99
Date

__________________, 1999.

BERLIN INDUSTRIES, INC.

By: _________________________________
EDWARD MAJERCZAK, President

ACKNOWLEDGMENTS

STATE OF NEVADA } ss.
COUNTY OF CLARK }

This instrument was acknowledged before me, a notary public, on this ___ day of __________, 1999, by OSCAR B. GOODMAN, Mayor of the City of Las Vegas.

____
NOTARY PUBLIC, in and for said County and State
My Commission Expires:

STATE OF ILLINOIS } ss.
COUNTY OF __________ }

This instrument was acknowledged before me, a notary public, on this ___ day of __________, 1999, by EDWARD MAJERCZAK, President of BERLIN INDUSTRIES, INC.

____
NOTARY PUBLIC, in and for said County and State
My Commission Expires:

EXHIBIT "A"

Site Map

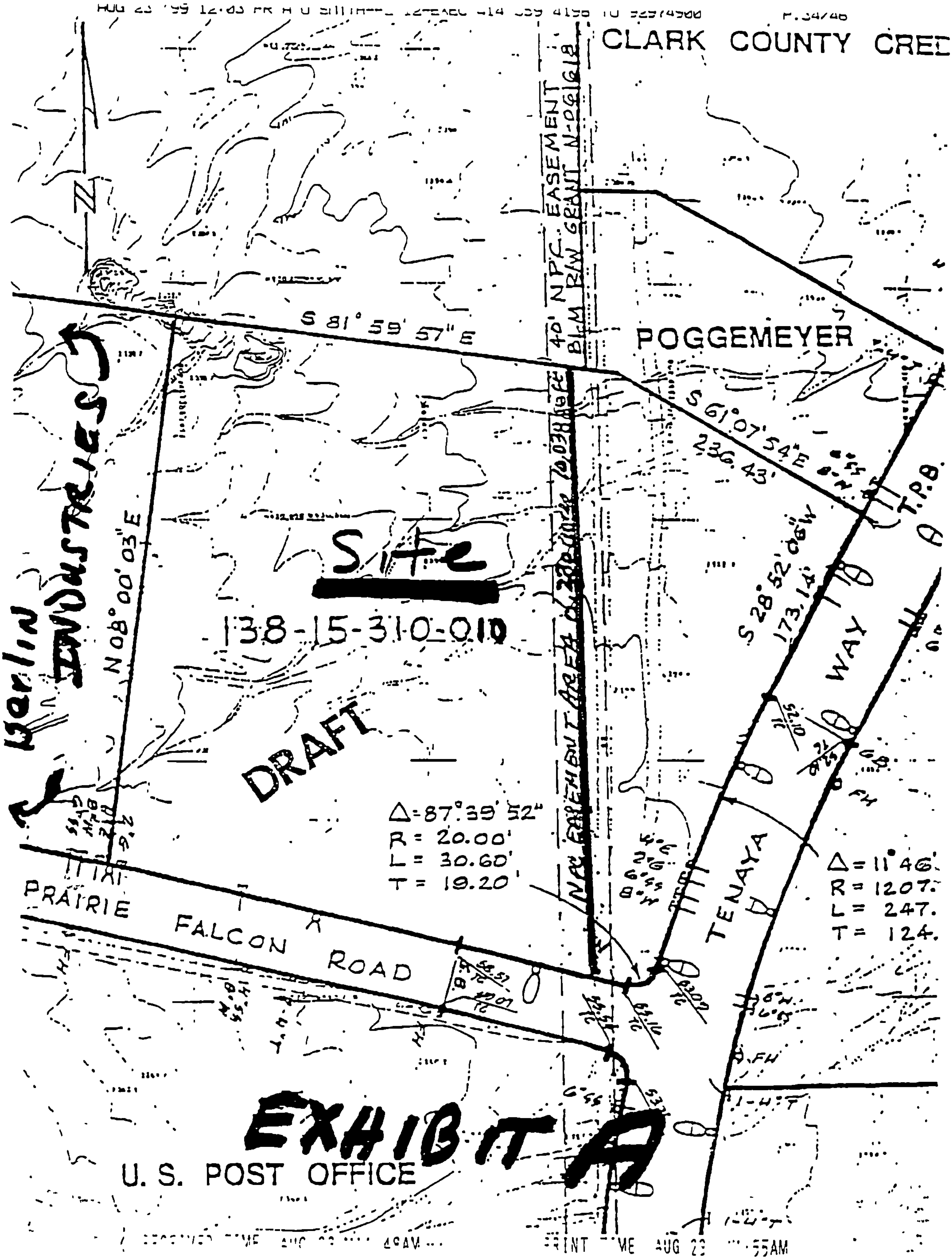

EXHIBIT "B"
LEGAL DESCRIPTION

No. 99-08-03

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DESIGN
LEGAL DESCRIPTION

A.P.N. 138-15-310-010 (290-603-022)
Document No. 860108:00613

Vesting: CITY OF LAS VEGAS, a municipal corporation

Section: S 1/2, SEC 15, T20S, R60E, MDM
Street/Subdivision: 4.048 AC PARCEL; LOT 1, BLOCK 4
RESUBDIVISION LAS VEGAS TECHNOLOGY CENTER
NORTH SIDE PRAIRIE FALCON ROAD
W.A. No. WQ2496
Cogo: LVTC PACSOFT   Set: 218, 220
Requested eb Written mwb 08-09-99 Checked byu 08-09-99 Proofread mwb, rr 08-10-99

That portion of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of LOT 1 in Block 4 of the RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision, as shown on the plat thereof on file in Book 47 of Plats, Page 35 of Clark County, Nevada Records, described as follows:

COMMENCING at the South One-Quarter (S 1/4) corner of said Section 15; thence along the West line of the Southeast Quarter (SE 1/4) of said Section 15 and the centerline of TENAYA WAY (80.00 feet wide) as shown on said plat of the RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, North 00°02'05" East a distance of 700.00 feet to the beginning of the arc of a tangent curve, concave Easterly and having a radius of 1167.01 feet; thence departing said West line, continuing along the centerline of said TENAYA WAY, Northerly along said arc through a central angle of 14°43'44" and an arc distance of 300.00 feet to the intersection with the centerline of PRAIRIE FALCON ROAD (60.00 feet wide) as shown on said plat of the RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER; thence radial to said arc, along the centerline of said PRAIRIE FALCON ROAD, North 75°14'11" West a distance of 88.71 feet; thence North 14°45'49" East a distance of 30.00 feet to the TRUE POINT OF BEGINNING in the Northerly Right-of-Way line of said PRAIRIE FALCON ROAD, also being the intersection of said Northerly Right-of-Way line with the centerline of that certain 40 foot wide strip of land described by that certain DECISION OF RIGHT OF WAY GRANTED to the NEVADA POWER COMPANY, by BUREAU OF LAND MANAGEMENT APPLICATION NO. NEV-061618, dated April 3, 1964, hereinafter referred to as the NPC Parcel; thence along the Northerly Right-of-Way line of said PRAIRIE FALCON ROAD, North 75°14'11" West a distance of 111.29 feet to the beginning of the arc of a curve, concave Southerly and having a radius of 5662.20 feet; thence Westerly along said arc, continuing along said Northerly Right-of-Way line, through a central angle of 03°00'34" and an arc distance of 297.56 feet to the Southeast corner of that certain parcel of land described by DEED to MARKET ADVERTISING COVERAGE, INC., hereinafter referred to as the MAC Parcel, recorded February 15, 1991 in Book 910215 as Instrument Number 00930 of Clark County, Nevada Records, a radial line through said Southeasterly corner bears North 11°45'15" East; thence along the East line of said MAC Parcel, North 08°00'03" East a distance of 457.91 feet to the Northeast corner of said MAC Parcel; thence along the Easterly prolongation of the North line of said MAC Parcel, South 81°59'57" East a distance of 337.15 feet to the centerline of said NPC Parcel; thence along the centerline of said NPC Parcel, South 00°02'41" West a distance of 503.12 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 176,311 square feet or 4.048 acres, more or less.

That portion of said NPC Parcel easement, lying within the above described parcel of land contains an area of 10,038 square feet or 0.230 acres, more or less.

EXHIBIT "C"
Form of Deed

Recording Requested by:

City of Las Vegas, Nevada

After Recordation, Mail to:

Office of Business Development
City of Las Vegas
400 Las Vegas Boulevard South
Las Vegas, Nevada 89101

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "Grantor"), hereby grants, bargains and sells to BERLIN INDUSTRIES, INC., a Delaware corporation (herein the "Grantee"), all right, title and interest in the real property (the "Property") legally described in the document attached hereto as Exhibit A and incorporated herein by this reference, which Property is also known as APN 138-15-310-010.

1. The Property is conveyed pursuant to an agreement for purchase and sale (the "Agreement") of the Property entered into by and between Grantor and Grantee and dated December 15, 1999. The conveyance herein is subject to the terms, covenants and conditions set forth in the Agreement.

2. The Agreement provides, among other things, that Grantee's use, occupation and development of the Property is subject to compliance with certain covenants, restrictions and obligations.

3. The absence from this Deed of the covenants, restrictions and obligations contained in the Agreement shall not work as a merger thereof into this Deed to the exclusion of said covenants, restrictions and obligations.

4. The conditions set forth in the foregoing paragraphs shall remain in effect until a Certificate of Occupancy for the improvements constructed on the Property is issued by Grantor.

5. The Property is conveyed subject to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed this ____ day of ______________, 1999.

CITY OF LAS VEGAS

By: ___________________________
OSCAR B. GOODMAN, Mayor

ATTEST:

"Grantor"

____
BARBARA JO RONEMUS, City Clerk

Approved as to Form: __________________
Date

ACCEPTANCE

The provisions of this Grant, Bargain and Sale Deed are hereby approved and accepted.

BERLIN INDUSTRIES, INC.
a Delaware corporation

By: ___________________________

Its: ___________________________

"Grantee"

ACKNOWLEDGMENTS

STATE OF NEVADA } ss.
COUNTY OF CLARK }

This instrument was acknowledged before me, a notary public, on this ____ day of _______________, ____, by OSCAR B. GOODMAN, Mayor of the City of Las Vegas, Grantor.

____
Notary Public, in and for said County and State
My Commission Expires:

STATE OF ILLINOIS } ss.
COUNTY OF }

This instrument was acknowledged before me, a notary public, on this ___ day of ____________, ____, by ________________________, _______________ of ________________, Grantee.

____
Notary Public, in and for said County and State

EXHIBIT A TO GRANT, BARGAIN AND SALE DEED
Legal Description

No. 99-08-03

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DESIGN
LEGAL DESCRIPTION

A.P.N. 138-15-310-010 (290-603-022)
Document No. 860108:00613

Vesting: CITY OF LAS VEGAS, a municipal corporation

Section: S 1/2, SEC 15, T20S, R60E, MDM
Street/Subdivision: 4.048 AC PARCEL; LOT 1, BLOCK 4
RESUBDIVISION LAS VEGAS TECHNOLOGY CENTER
NORTH SIDE PRAIRIE FALCON ROAD
W.A. No. WQ2496
Cogo: LVTC PACSOFT Sec: 218, 220
Requested en Written mwo Checked byu Proofread mwb, rr
08-09-99 08-09-99 08-10-99

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EXHIBIT "D"
FORM OF DEED OF TRUST

APN: 138-15-310-010 (290-603-022)
Escrow No.

WHEN RECORDED, MAIL TO:

Ms. Teresita L. Ponticello
City Attorney's Office
400 East Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

DEED OF TRUST

THIS DEED OF TRUST made this ______ day of __________________, ____, between Berlin Industries, Inc., a Delaware corporation ("Trustor"), whose address is 7350 Prairie Falcon Road, Las Vegas, Nevada, 89128; First American Title Insurance Company of Nevada ("Trustee"), and the City of Las Vegas, a municipal corporation of the State of Nevada ("Beneficiary").

W I T N E S S E T H:

WHEREAS, Trustor and Beneficiary have entered into that certain Real Property Purchase and Sale Agreement dated December 15, 1999 (the "Purchase Agreement"), wherein Trustor has agreed to purchase from Beneficiary, and Beneficiary has agreed to sell to Trustor, that certain property located in Clark County, State of Nevada, as more particularly described on Exhibit A attached hereto and hereby made a part hereof (the "Acquisition Property"); and

WHEREAS, Trustor also owns certain property located immediately adjacent to the Acquisition Property, as more particularly described on Exhibit B attached hereto and hereby made a part hereof (the "Adjacent Property"); and

WHEREAS, Trustor intends to secure a reversion to acreage combining the Acquisition Property and the Adjacent Property into a single parcel, as more particularly described on Exhibit "C" attached hereto and hereby made a part hereof (the "Property"); and

WHEREAS, the Purchase Agreement provides, among other things, that upon Trustor's acquisition of the Acquisition Property from Beneficiary, Trustor will (i) develop and utilize the Acquisition Property for certain purposes as more particularly described in Section 5 of the Purchase Agreement, and (ii) commence and substantially complete construction of certain improvements on the Acquisition Property in connection with such development (the "Improvements"), all in accordance with the terms of Section 5 of the Purchase Agreement and within the time frames set forth therein (collectively, "Trustor's Construction Obligations"); and

WHEREAS, in the event Trustor fails to perform Trustor's Construction Obligations in accordance with the terms of the Purchase Agreement, Trustor is required to pay to Beneficiary a monetary penalty in the amount of Two Hundred Fifty Thousand and No/100ths Dollars ($250,000.00)(the "Monetary Penalty").

NOW THEREFORE, in order to secure the payment of the Monetary Penalty, Trustor hereby grants to Trustee in trust, with power of sale, the Property, including all buildings and improvements now or hereafter located thereon and all easements, licenses, rights, privileges and appurtenances thereunto belonging, subject to the terms and conditions hereinafter set forth. Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions, set forth herein, and it is mutually agreed that each and all of the terms and provisions set forth herein shall inure to and bind the parties hereto.

ARTICLE I
COVENANTS OF TRUSTOR

1. Payment Covenant. Trustor shall duly and punctually pay to Beneficiary the Monetary Penalty if, as and when due and payable in accordance with the terms of the Purchase Agreement and this Deed of Trust.

2. Restrictions on Transfer. Trustor shall not sell, transfer, lease, convey, or otherwise dispose of the Acquisition Property, or any part thereof or interest therein, in any manner without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, except that no consent shall be required for the following transfers by Trustor: (i) easements and similar rights granted in connection with Trustor's development of the Acquisition Property; (ii) mortgages, deeds of trust, sale and leaseback or other security instruments or conveyances associated with the financing of Trustor's acquisition, development and operation of the Acquisition Property; (iii) leases of portions of the Acquisition Property specifically permitted under the Purchase Agreement; (iv) condemnations of portions of the Acquisition Property; and (v) such other assignments or transfers as are specifically permitted under the Purchase Agreement (collectively, the "Permitted Transfers").

3. Actions Affecting this Deed of Trust. Trustor agrees to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder (an "Action"); and to pay all reasonable costs and expenses, including the cost of evidence of title and attorneys' fees in a reasonable sum, in any such Action in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust. In the event Trustor fails to appear in and defend any such Action, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may appear in and defend the Action. In exercising this right, Beneficiary may employ counsel and pay all necessary and reasonable expenses and attorneys' fees associated therewith. Trustor shall pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at ten percent (10%) per annum.

ARTICLE II
EVENTS OF DEFAULT AND REMEDIES

1. Events of Default. The occurrence of any one or more of the following events shall be considered an event of default under this Deed of Trust (each an "Event of Default"):

a. Completion Default. Trustor fails to commence or to substantially complete construction of the Improvements within the time frames set forth in Section 5C of the Purchase Agreement ("Completion Default"), and thereafter fails to cure its Completion Default by completing construction of such Improvements within twelve (12) months following receipt of written notice of default from Beneficiary.

b. Prohibited Transfer. Trustor transfers the Acquisition Property or any portion thereof in violation of the Purchase Agreement or this Deed of Trust ("Transfer Default"), and thereafter fails to cure its Transfer Default by reacquiring the Acquisition Property or such portion thereof within sixty (60) days following receipt of written notice of default from the Beneficiary.

c. Other Default. Trustor fails or refuses to comply with or to cure the default of any provision of Section 5 of the Purchase Agreement (except a Completion Default under Section 5C or a Transfer Default) for a period of twenty (20) days after written notice thereof from Beneficiary. If Trustor has taken reasonably steps to cure, but cannot reasonably cure such default within the twenty (20) day period, it shall have a reasonable time thereafter to effectuate such cure.

2. Payment of Monetary Penalty. Upon the occurrence of an Event of Default, Trustor shall pay the Monetary Penalty to Beneficiary within thirty-five (35) days following receipt of written notice demanding payment thereof from Beneficiary.

3. Right of Sale.

a. Notice. In the event Trustor fails to pay the Monetary Penalty to Beneficiary when due as provided herein and in the Purchase Agreement, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee and to Trustor of written notice of default and election to sell the Property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust and all documents evidencing any expenditures secured hereby.

b. Sale of the Property. After the lapse of such time as may then be required by law following the recordation of said notice of default and election to sell, and notice of sale having been given as then required by law for the sale of real property under execution, Trustee, without demand on Trustor, shall sell the Property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee, in Trustee's reasonable discretion, may postpone sale of all or any portion of the

Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

c. Conveyance to Purchaser. Trustee shall deliver to any purchaser its deed conveying the property sold in accordance with the provisions hereof, but without any covenant or warranty, express or implied. The recitals of such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

d. Proceeds from Sale. Following delivery of any and all required notices, and otherwise complying with all of the terms, conditions and procedures set forth in this Deed of Trust or required by law, Trustee shall apply the proceeds of sale to: (i) payment to Trustee of all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, and the cost of evidence of title in connection with any sale; (ii) payment to the person or persons legally entitled thereto of the amount needed to repay any liens, encumbrances or other security instruments held against the Property for the purpose of financing the construction of the Improvements thereon so as to enable the purchaser to receive title to the Property free and clear of any such liens, encumbrances, outstanding claims, bills to subcontractors, labor/material suppliers, or other security instruments; (iii) payment to Beneficiary of all sums expended by Beneficiary under the terms hereof, not then repaid, with accrued interest at ten percent (10%) per annum; (iv) payment to Beneficiary of the Monetary Penalty and all other sums then secured hereby and not previously paid; and (v) payment of the remainder, if any, to Trustor.

4. Waiver. Trustor's payment to Beneficiary of any sum secured hereby after its due date, or Trustor's completion of any of its performance obligations hereunder, prior to Beneficiary exercising any of its rights and remedies under this Deed of Trust shall constitute a cure of such default and waiver thereof by Beneficiary.

5. Remedies Cumulative. The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

ARTICLE III
LIMITATIONS GOVERNING DEED OF TRUST

1. Subordination. This Deed of Trust shall be subordinate, subject to, limited by and shall not defeat, render invalid, prohibit or limit any mortgage, deed of trust, sale and leaseback or other security instrument or conveyance associated with the financing of Trustor's acquisition, development and operation of the Property or otherwise permitted under the Purchase Agreement (the "Permitted Liens"). Beneficiary shall execute, acknowledge and deliver to Trustor a

subordination agreement, consistent with the foregoing and in a form acceptable to Trustor's lender(s), within thirty (30) days after receipt of Trustor's request for the same.

2. Permitted Encumbrances. Beneficiary's rights under this Deed of Trust shall be subject to all easements, restrictions, covenants, conditions and other encumbrances of record, matters that would be disclosed by an accurate survey of the Property, the Permitted Liens, the Permitted Transfers, any matters created by, through or under Beneficiary, and such other matters as may be agreed upon by Beneficiary and Trustor in the exercise of their reasonable discretion.

3. Reconveyance. Upon the issuance of a certificate of occupancy for the Improvements on the Property, this Deed of Trust shall automatically terminate, and Beneficiary shall promptly notify Trustee in writing that all obligations secured hereby have been satisfied and shall surrender this Deed of Trust to Trustee for cancellation (collectively, "Reconveyance Request"). Upon receipt of such Reconveyance Request from Beneficiary, and upon payment of Trustee's fees, Trustee shall promptly reconvey, without warranty, the Property or such portion of the Property then held hereunder to Trustor. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

ARTICLE IV
MISCELLANEOUS

1. Rights of Trustee. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: (i) reconvey any part of the Property; (ii) consent to the making of any map or plat thereof; (iii) join in granting any easement thereon; or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

2. Successor Trustees. Beneficiary, or its assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

3. Irrevocable Trust. It is expressly agreed that the trust created hereby is irrevocable

by Trustor.

4. Successors and Assigns; Gender. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder of this Deed of Trust, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

5. Acceptance of Trust by Trustee. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

6. Notices. All notices provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof or by applicable law) if (i) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, (ii) hand delivered, or (iii) sent by a nationally recognized overnight courier, addressed as follows:

If to Trustor:	Berlin Industries, Inc. 7350 Prairie Falcon Road Las Vegas, Nevada 89128 Attention: Edward Majerczak
with a copy to:	Foley & Lardner 777 East Wisconsin Avenue Milwaukee, Wisconsin 53202-5367 Attention: Hugh J. O'Halloran
If to Trustee:	First American Title Insurance Company of Nevada ____________________ ____________________ Attention: ________________
If to Beneficiary:	City Manager's Office City of Las Vegas 400 East Stewart Avenue Las Vegas, Nevada 89101 Attention: Michael Majewski

or addressed to any such person at such other address as such party shall hereinafter furnish by written notice to the other parties hereto, at least ten (10) days prior to the effective date of said change in address. The date of the giving of any such notice or election shall be (i) the date that is two (2) business days following the posting of the mail, (ii) the date of hand delivery, or (iii) the date that is one (1) business day after delivery to the overnight courier service.

7. Governing Law. The interpretation and enforcement of this Deed of Trust shall be governed in all respects by the laws of the State of Nevada.

IN WITNESS WHEREOF, the undersigned has executed this Deed of Trust as of the day and year first above written.

Trustor:

BERLIN INDUSTRIES, INC.,
a Delaware corporation

By: ______________________________
Name Printed: ______________________
Title: ____________________________

STATE OF ____________________)
) ss.
COUNTY OF __________________)

This instrument was acknowledged before me, a notary public, on this ___ day of __________, ____, by ________________________, as ______________ of BERLIN INDUSTRIES, INC., a Delaware corporation.

____
NOTARY PUBLIC, in and for said County and State
My Commission Expires:

EXHIBIT A TO DEED OF TRUST

Legal Description of the Acquisition Property

No. 99-08-03

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DESIGN
LEGAL DESCRIPTION

A.P.N. 138-15-310-010 (290-603-022)
Document No. 860108:00613

Vesting: CITY OF LAS VEGAS, a municipal corporation

Section: S 1/2, SEC 15, T20S, R60E, MDM
Street/Subdivision: 4.048 AC PARCEL; LOT 1, BLOCK 4
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NORTH SIDE PRAIRIE FALCON ROAD
W.A. No. WQ2496
Cogo: LVTC PACSOFT Set: 218, 220
Requested eb Written mwb 08-09-99 Checked byu 08-09-99 Proofread mwb, rr 08-10-99

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The above described parcel of land contains an area of 176,311 square feet or 4.048 acres, more or less.

That portion of said NPC Parcel easement, lying within the above described parcel of land contains an area of 10,038 square feet or 0.230 acres, more or less.

EXHIBIT B TO DEED OF TRUST
Legal Description of the Adjacent Property

Adjacent Property

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, ALSO BEING A PORTION OF LOT ONE (1), BLOCK FOUR (4) OF THE RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, A COMMERCIAL SUBDIVISION AS SHOWN ON THE PLAT THEREOF ON FILE IN BOOK 47 OF PLATS, PAGE 35 OF CLARK COUNTY, NEVADA RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF CALICO BASIN WAY (SIXTY (60) FEET WIDE) AND PRAIRIE FALCON ROAD (SIXTY (60) FEET WIDE) AS SHOWN ON THE PLAT OF SAID RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, SAID INTERSECTION BEARS NORTH 33°44'37" WEST A DISTANCE OF 1421.57 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 15; THENCE ALONG THE CENTERLINE OF SAID CALICO BASIN WAY, NORTH 08°00'03" EAST A DISTANCE OF 470.25 FEET; THENCE SOUTH 81°59'57" EAST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING IN THE EASTERLY RIGHT OF WAY LINE OF SAID CALICO BASIN WAY, THENCE CONTINUING SOUTH 81°59'57" EAST A DISTANCE OF 325.00 FEET; THENCE SOUTH 08°00'03" WEST A DISTANCE OF 457.91 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID PRAIRIE FALCON ROAD, BEING THE ARC OF A NONTANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5665.18 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE FROM A TANGENT WHICH BEARS NORTH 78°14'45" WEST, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°03'21" AN ARC DISTANCE OF 104.40 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, TANGENT TO SAID CURVE, NORTH 79°18'06" WEST A DISTANCE OF 192.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°18'09" AN ARC DISTANCE OF 45.71 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID CALICO BASIN WAY; THENCE TANGENT TO SAID CURVE, ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 08°00'03" EAST A DISTANCE OF 413.01 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT C TO DEED OF TRUST

Legal Description of the Property

[to be attached prior to close of escrow]