



**SPECIAL REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S CONFERENCE ROOM
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>
THURSDAY, MARCH 9, 2000
4:00 P.M.**

REAL ESTATE COMMITTEE – COUNCILMEN MACK AND WEEKLY

CALL TO ORDER:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES: Approval of the Minutes of the Regular meeting of February 28, 2000.

NEW BUSINESS:

1. Discussion and possible action to approve a month-to-month lease agreement between the City of Las Vegas and the Frontier Girl Scout Council (\$119,000 – Capital Projects Fund)
2. Discussion and possible action to approve a purchase and sales agreement between the City of Las Vegas and the Frontier Girl Scout Council (\$119,000 – Capital Projects Fund)

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

**ANNOTATED MINUTES
REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART AVENUE
8TH FLOOR CONFERENCE ROOM
4:00 P.M.
THURSDAY, MARCH 9, 2000**

CALL TO ORDER: Councilman Mack called the meeting to order at 4 03 p.m

ATTENDANCE: Michael Mack, City Councilman
Lawrence Weekly, City Councilman
Jeff Maresh, Director, Office of Business Development
Terri Ponticello, Deputy City Attorney
Pat Miller, Executive Director, Frontier Girl Scout Council
Paula Brown, Frontier Girl Scout Council
Steven Carpenter, Architect, Carpenter Sellers Architects
Steven Houchens, Deputy City Manager

MINUTES:

The Minutes of the Regular meeting of February 28, 2000, were approved by reference.

(4-03)

1-11

1. DISCUSSION AND POSSIBLE ACTION TO APPROVE A MONTH-TO-MONTH LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE FRONTIER GIRL SCOUT COUNCIL (\$119,000 – CAPITAL PROJECTS FUND)

Deputy City Attorney Terri Ponticello recommended that Councilman Mack call both related items

Jeff Maresh, Director, Office of Business Development, explained that the Frontier Girl Scouts operation would be relocating from their existing location on Stewart Avenue to a new City-owned site on the northwest corner of Harris Avenue and Mojave Road. This action is necessary due to the proposed construction of the new community center to be located at the southeast corner of Eastern Avenue and Stewart Avenue

Item #1 deals with a new month-to-month lease replacing the Frontier Girl Scout Council's current lease. This lease would give the Girl Scout Council the opportunity to utilize their current location on an interim basis for a period of 10 months.

Item #2 is a purchase and sale agreement for a City-owned, vacant two-acre parcel located near the northwest corner of Harris Avenue and Mojave Road. The Girl Scouts' estimated leasehold interest and improvement value of the current lease is \$425,000 and the City-owned parcel is valued at approximately \$306,000. The City will trade its vacant land and provide up to \$119,000 in off-site improvements to the property at Harris Avenue and Mojave Road. He noted that in the event the community development center schedule permits, the staff will allow the Girl Scouts to remain at their current location beyond 10 months, subject to Council approval. Additionally, if the Girl Scouts are unable to find a suitable temporary facility, City staff will work toward a placement of temporary trailers at the new site, also subject to Council approval.

Mr. Maresh introduced Pat Miller and Paula Brown, Frontier Girl Scouts, and Steven Carpenter of Carpenter Sellers Architects, and recommended approval of both items.

REAL ESTATE COMMITTEE MEETING

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Deputy City Attorney Terri Ponticello submitted for the record a Disclosure of Principals Form as an exhibit to the purchase and sale agreement and to the month-to-month lease agreement. Since this is a Real Estate transaction, all organizations must comply with the Resolution issued by the City Council. The Frontier Girl Scouts is a non-profit organization and has listed all its Board of Directors, which control its organization.

Architect Steven Carpernter presented an overall site plan of the proposed project and a footprint of the floor plan. An entry plaza will be used for outside gatherings purposes leading to a gallery area that is adjacent to a retail shop selling Girl Scouts' uniforms, badges and articles related to the Girl Scouts. One wing will be set for the Girl Scouts' administration and another wing will contain the Girl Scouts' training and product storage area. Mr. Carpenter presented a model demonstrating the shape of the buildings and the plaza area. The buildings will have a southwestern shape made out of sandstone with sandblasted concrete block. The administrative wing will have clear windows.

Mr. Carpernter demonstrated on the site plan the location of the childhood development center and in the back of the building a ceremonial area where a number of functions will be held. Symbolic bridges will be constructed for the Girl Scouts to cross when graduating from one level to the next. An activity area will have a small barbeque area and a fire pit.

Pat Miller, Executive Director, Frontier Girl Scouts, expressed appreciation for the opportunity to work with the City of Las Vegas, especially Jeff Maresh and Eric Bordaneve, were extremely helpful in this process. She is excited about the prospect of having a new home after 39 years and this will create a new opportunity for the Girl Scouts. She appreciates the City's support to make this dream become a reality.

Deputy City Manager Steve Houchens noted that this will be a win-win situation for both the Girl Scouts and the City. The City has a chance to fully develop the cultural center on the armory site and the Girl Scouts have permanent land which will help them get contributions towards building a really beautiful building. He thanked the Frontier Girl Scouts Council for its cooperation and efforts.

Sybel Lythenoff, 117 North Maryland Parkway, stated that this is a fantastic project for Las Vegas and especially the Girl Scouts. He suggested making the proposed building more of an attraction for the tourists with a museum about the history of the Girl Scouts. He commented that historic sites not only would attract tourists, but also major corporations who would come and develop other similar attractions. Downtown should not only depend on the gambling, but should focus on entertainment as well. Councilman Mack commented that the proposed project will have an area where the history of the Frontier Girl Scouts will be displayed.

Councilman Weekly commended the Frontier Girl Scouts Council and recalled that he was Councilman Reese's liaison when this item was first brought to Councilman Reese's attention. This facility will be an added attraction to the site near Freedom Park. He noted that this area abuts Ward 3 and 5 and asked what outreach efforts will the Girl Scouts implement to attract the Hispanic and African-American young ladies and the minority community as a whole. At some of his neighborhood meetings many parents asked about activities for their children, especially for girls. Ms. Miller replied that the Girl Scouts have been very successful with and are expanding their drop-in centers and the in-schools programs. They try to locate areas where space is available, particularly in high-risk neighborhoods that are underserved and provide day-to-day programs for kids that get out of school early in the afternoon and are home alone. They have also been operating out of the Rafael Rivera Center, and with the help of the Hispanic Action

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Committee, they will begin to reach out to that particular growing population in that particular neighborhood.

Councilman Weekly was pleased to hear this because many programs in Ward 3 and 5 emphasize on athletics. This facility will show that there are many other programs available other than athletics. He looks forward to the day when his daughter will become a Brownie. He hopes to establish a relationship with the Girl Scouts so that together they can reach out to those communities that need help. Many people contact the City asking how they can help and maybe they can sponsor a Girl Scouts Troop and help with funding uniforms and get them involved in the Girl Scouts program. He is happy for Councilman Reese who has been waiting for this project to happen.

Councilman Mack commented that this Girl Scouts project is a wonderful opportunity for the City of Las Vegas to help the redevelopment process. He commended all the parties involved with this project.

There was no further discussion.

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

(4:03 - 4:19)

1-17

- 2 DISCUSSION AND POSSIBLE ACTION TO APPROVE A PURCHASE AND SALES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE FRONTIER GIRL SCOUT COUNCIL (\$119,000 – CAPITAL PROJECTS FUND)

NOTE: All related discussion for Item 1 and 2 took place under Item 1.

There was no further discussion.

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

(4:03 - 4:19)

1-17

CITIZENS PARTICIPATION:

None

ADJOURNMENT:

The meeting adjourned at 4:20 p.m.

/ac

Exhibit "C"

Disclosures of Principals

The principals and partners of Frontier Girl Scout Council and all persons and entities holding more than 1% interest in Frontier Girl Scout Council or any principal of Frontier Girl Scout Council are the following

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1	Lou Emmert	330 S Valley View, LV 89152	244-6050
2	Nannette White	5718 S Beacon Hill St, LV 89120	435-1735
3	Kathleen England	3800 Howard Hughes Pky 7th Flr, LV 89109	792-7052
4	Clint Combs	555 E El Camp Grande Ave, NLV 89031	642-0350
5	Rosalina Kantor	5544 Jacmar Ct, LV 89120	876-7012
6	Margaret Crawford	408 Rossmoyne Ave, NLV 89030	642-7143
7	Debbie Conway	500 S Grand Central Pkwy, LV 89155	455-5115
8	Kristy Cotrell	727 Beesley Dr, LV 89110	399-4020
9	Beverly George-Crosby	4365 Chieftain St, LV 89129	486-6178
10	Ann Lynch	3186 S Maryland Pkwy, LV 89109	731-8018
11	Carol Mittwede	5325 N El Capitan Wy, LV 89129	310-4264
12	Leslie Mix	5000 W Oakey B-2, LV 89102	258-0039
13	Marina Anderson	PO Box 869, Beatty, NV 89003	775-553-2130
14	Paula Brown	3880 E Craig Rd, NLV 89030	951-5525
15	Barbara Cegavske	6465 Laredo, LV 89146	873-0711
16	Elana Hatch	5136 Del Monte, LV 89102	455-0314
17	Paul Henry	3134 E Flamingo Rd #201, LV 89120	493-1146
18	Mary Anne Potter	8500 Ruston Rd, LV 89143	399-3330
19	Colleen Griego	2408 Vista Mar Dr, LV 89128	295-5382
20	Susan Peters	9116 Cotton Rose Wy, LV 89134	242-4334
21	Stephanie Busby	N/A {girl member}	
22	Brittany Rickling	N/A {girl member}	

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

FRONTIER GIRL SCOUT COUNCIL

By: Patricia J. Miller

Its: CHIEF EXECUTIVE OFFICER

Subscribed and sworn to before me this

8 day of March, 2000

Marya Carey
Notary Public



AGENDA SUMMARY PAGE

SPECIAL REAL ESTATE COMMITTEE MEETING OF: MARCH 9, 2000

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: JEFFREY L. MARESH

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action to approve a month-to-month lease agreement between the City of Las Vegas and the Frontier Girl Scout Council (\$119,000 - Capital Projects Fund)

Fiscal Impact

No Impact

Amount: \$119,000.

Budget Funds Available

Dept./Division:Public Works

Augmentation Required

Funding Source: Capital Projects Fund

PURPOSE/BACKGROUND:

The Girl Scout Council currently has a long-term lease with the City of Las Vegas for their current administrative building located at 2530 Stewart Avenue. The City will trade a vacant unimproved two-acre parcel located near Harris Avenue and Mojave Road for the Girl Scout Council's current leasehold interest and improvements. This month-to-month lease will give the Girl Scout Council the opportunity to utilize their current location on an interim basis for a period of 10 months.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Month-To-Month Lease Agreement

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 9, 2000

DEPARTMENT: Office of Business Development

ITEM DESCRIPTION: Month-To-Month Lease Agreement

The Girl Scout Council currently has a long-term lease with the City of Las Vegas for their current administrative building located at 2530 Stewart Avenue. The City will trade a vacant unimproved two-acre parcel located near Harris Avenue and Mojave Road for the Girl Scout Council's current leasehold interest and improvements. The City will be required to provide some off site improvements to the property at Harris and Mojave but not to exceed \$119,000. The value of the Harris property plus off site improvements equals the total value of the current Girl Scouts leasehold interest and improvements as reported by Public Works Department, Right of Way appraisals. This agreement contemplates a waiver of relocation benefits by the Girl Scout Council. This month-to-month lease will give the Girl Scout Council the opportunity to utilize their current location on an interim basis for a period of 10 months.

MONTH TO MONTH LEASE AGREEMENT

THIS MONTH TO MONTH LEASE AGREEMENT ("Lease Agreement") is made and entered into this ___ day of _____, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City") and FRONTIER GIRL SCOUT COUNCIL ("Lessee").

RECITALS

WHEREAS, the City and Lessee entered into a Lease Agreement dated May 6, 1987 ("Original Agreement") for the lease of certain real property and improvements located 2530 East Stewart Avenue, Las Vegas, Nevada and more particularly described on Exhibit "A" (hereinafter the "Premises"); and

WHEREAS, the City is desirous of redeveloping the real property surrounding the area of the Premises and the area where the Premises is situate; and

WHEREAS, the Lessee is desirous of constructing a new facility to accommodate the Lessee's membership, functions and activities; and

WHEREAS, the City and Lessee have or will enter into a Conveyance Agreement for the conveyance of certain real property owned by the City to Lessee for the development of a new administrative center for Lessee ("New Administrative Center"); and

WHEREAS, the City deems it in the best interests of the City of Las Vegas to foster and promote Lessee's functions and activities; and

WHEREAS, City and Lessee agree that the terms of the Original Agreement is impractical for the continued long term lease of the Premises if the New Administrative Center is constructed.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements hereinafter contained, the parties hereto agree as follows:

SECTION ONE CANCELLATION OF ORIGINAL AGREEMENT

The Original Agreement dated May 6, 1987 by and between the City and Lessee shall be cancelled and held for naught upon the expiration of the Inspection Period as set forth in Section 14 of the Purchase and Sale Agreement dated March 15, 2000 between the City and Frontier Girl Scout Council, the form of said Agreement is attached hereto as Exhibit "B." The parties hereby agree that the effective date of this Lease Agreement shall be the expiration date of the Inspection Period and the Premises leased to Lessee by City shall be governed by this Lease Agreement.

**SECTION TWO
LEASE OF PREMISES**

City hereby leases the Premises to Lessee and Lessee hereby leases the same from the City. Lessee shall use the Premises for the Lessee's administrative office to accommodate the functions and activities of the Lessee only until such time that the New Administrative Center is constructed or Lessee has found temporary facilities acceptable to Lessee and Lessee has moved into same. It is understood and agreed that if Lessee fail to use the Premises for the above described purposes, such failure shall constitute a breach of this Lease Agreement and the City may terminate this Lease Agreement upon giving thirty (30) days written notice directed to Lessee in accordance with Section Ten.

**SECTION THREE
TERM**

This Lease Agreement shall be on a month to month tenancy commencing upon the expiration date of the Inspection Period. Notwithstanding the termination provisions of Sections Two, Three, Eight or Nine of this Lease Agreement, the parties agree to the following required termination notices:

(A) During the first five (5) months, either party shall provide at least ninety (90) days notice to terminate;

(B) During the next five (5) months (months 6 through 10 of this Lease Agreement), either party shall provide at least sixty (60) days notice to terminate; and

(C) After ten (10) months from the commencement date of this Lease Agreement, either party shall provide at least thirty (30) days notice to terminate this Lease Agreement.

The Lessee further agrees that this Lease Agreement shall earlier terminate upon the date which the Lessee commences occupancy at the New Administrative Center or temporary facilities, whereupon all rights and interests enjoyed by the Lessee pursuant to the terms hereof shall also cease. It is understood and agreed by City and Lessee that upon expiration of this Lease Agreement or termination in accordance with Sections Two, Three, Eight or Nine, the title to said building and improvements located on the Premises. shall vest immediately to the City.

**SECTION FOUR
CONSIDERATION**

Lessee agrees to pay City, as rental for the Premises, the sum of ONE DOLLAR (\$1.00) per month, due and payable on the first day of each month that Lessee occupies the Premises until this Lease Agreement is terminated.

**SECTION FIVE
MAINTENANCE AND REPAIR**

Lessee shall, at all times during the existence of this Lease Agreement, and at its sole cost and expense, repair and maintain, in good, safe and substantial condition and in a manner satisfactory to the City, all of such improvements on the Premises.

In the event that Lessee fails to repair said improvements promptly, or with fifteen (15) calendar days after written notice from City so to do, City may, at its option, make any repair or maintenance deemed necessary by the City, and Lessee shall repay the costs thereof to City on demand. A failure by Lessee to repay such costs shall constitute a breach by Lessee of this Lease Agreement.

**SECTION SIX
INDEMNIFICATION**

Lessee agrees to indemnify and save the City, its officers, employees and agents, harmless from and against any and all liability, loss, damage, costs, claim, liens, judgements or demands of any kind whatsoever which it or they may incur, suffer or be required to pay be reason of death, disease or bodily injury which results to any person , or of injury or damage to or destruction or loss of any property, which may arise as a result of City's execution of this Lease Agreement, the use and occupancy of the Premises or of said improvements by Lessee, its officer, employees, agents, volunteers or contractors.

**SECTION SEVEN
INSURANCE**

Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease Agreement is in force and effect, maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100ths Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100ths Dollars (\$1,000,000.00), for injuries to or the deaths of any number of persons and/or property damage as a result of any one occurrence.

Within five (5) days after execution of this Lease Agreement and as a condition to this Lease Agreement's continuing in force and effect, Lessee shall submit to City a certificate of insurance which evidences the above required coverages and names the City as an additional insured. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and Lessee. The insurance coverages shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to City.

All policies of insurance, or certificates of insurance which evidence the insurance coverage required hereby, shall contain a provision that the same shall not be cancelled or modified in any material effect unless and until ninety (90) days written notice of such cancellation or modification has been provided to City.

**SECTION EIGHT
CONSTRUCTION OF NEW ADMINISTRATIVE CENTER
OR TEMPORARY FACILITIES**

The City and Lessee acknowledge and agree that this Lease Agreement provides a temporary month to month lease to the Lessee until such time that the Lessee's New Administrative Center is constructed on property conveyed to Lessee by the City or temporary facilities are available for Lessee's occupancy and Lessee has moved into the same. Lessee understands and agrees that all costs relating to the construction of the New Administrative Center and/or the temporary facilities are the responsibility of Lessee and not of the City. The Lessee shall not continue to lease the Premises while the New Administrative Center or temporary facilities are occupied by Lessee. Lessee agrees that upon completion of construction of the New Administrative Center or temporary facilities are available, the Lessee shall terminate this Lease Agreement by providing City with thirty (30) days written notice to terminate.

**SECTION NINE
RIGHT TO TERMINATE**

Either party shall have the right to terminate this Lease Agreement with or without cause by providing the other party with the applicable written notice to terminate in accordance with the requirements in Section Three.

**SECTION TEN
NOTICES**

Any notice which may be, or is required to be, given under the provisions hereof shall be delivered in person at the address stated below or may be posited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

City: City of Las Vegas
400 East Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101
Attn: City Manager

Lessee: Frontier Girl Scout Council
2530 East Stewart Avenue
Las Vegas, Nevada 89101
Attn: Executive Director

**SECTION ELEVEN
ASSIGNMENT AND SUBLEASE**

Lessee hereby agrees not to assign or sublet any of its rights or duties hereunder or to sublet the Premises or any portion thereof, or to allow any person, other than the officers, employees, agent, patrons or volunteers of Lessee, to occupy or use the premises without the prior written consent of City. Any assignment or sublease contrary to the provision of this Section Eleven shall be null and void.

**SECTION TWELVE
LAWS AND REGULATIONS**

Lessee shall keep and maintain the Premises in a clean and healthful condition and in compliance with all existing or hereafter enacted laws, statutes, ordinances, orders, rules and regulations (federal, state, municipal or other applicable governmental agencies which have jurisdiction over the Premises or of the activities contemplated hereby) during the existence of this Lease Agreement.

**SECTION THIRTEEN
MODIFICATION**

This Lease Agreement may not be modified unless such modification is in writing and signed by both parties to this Lease Agreement.

**SECTION FOURTEEN
DISCLOSURE OF PRINCIPALS**

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Council warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including, partners of Frontier Girl Scout Council, as well as all persons and entities holding more than 1% interest in Frontier Girl Scout Council or any principal of Frontier Girl Scout

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...
...
...

Council. Throughout the term hereof, Council shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

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

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor

“City”

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Pincello 3/7/00
Date

FRONTIER GIRL SCOUT COUNCIL

By _____

“Lessee”

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 36; thence along the North line of said Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), South 88°00'00" East a distance of 440.00 feet; thence South 02°22'30" West a distance of 50.00 feet to the Northeast corner of that certain parcel of land described by that certain QUITCLAIM DEED to the STATE OF NEVADA recorded June 23, 1948 as Document Number 288787 of Clark County, Nevada Records, said Northeast corner being the TRUE POINT OF BEGINNING; thence along the East line of said STATE OF NEVADA parcel, continuing South 02°22'30" West a distance of 403.60 feet to the Northerly boundary of that certain parcel of land described by that certain DEDICATION recorded February 2, 1967 as Instrument Number 622844 of Clark County, Nevada Records; thence along the Northerly and Westerly boundaries of said DEDICATION the following described courses; thence South 88°00'00" East a distance of 101.06 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 10.00 feet; thence Northeasterly along said tangent curve through a central angle of 89°37'30" an arc distance of 15.64 feet; thence tangent to said curve North 02°22'30" East a distance of 65.24 feet to the beginning of a tangent curve concave Westerly, having a radius of 1104.86 feet; thence Northerly along said tangent curve through a central angle of 03°44'06" an arc distance of 72.02 feet to the beginning of a reverse curve concave Easterly, having a radius of 1025.50 feet; thence Northerly along said reverse curve through a central angle of 05°26'29" an arc distance of 97.39 feet; thence tangent to said curve, North 04°04'53" East a distance of 159.20 feet to the South line of Stewart Avenue (100 feet wide); thence along the South line of said Stewart Avenue, North 88°00'00" West a distance of 111.70 feet to the TRUE POINT OF BEGINNING.

Exhibit "B"
**PURCHASE AND SALE AGREEMENT BETWEEN THE
CITY OF LAS VEGAS AND
FRONTIER GIRL SCOUT COUNCIL**

THIS AGREEMENT is made and entered into this _____ day of _____, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("City") and the FRONTIER GIRL SCOUT COUNCIL ("Council").

RECITALS

WHEREAS, the City is the owner of certain real property located at southwest corner of Eastern Avenue and Stewart Avenue in the City of Las Vegas, Nevada ("City Property"); and

WHEREAS, the City and Council entered into Lease Agreement dated May 6, 1987 ("Original Agreement") for a lease of a portion of the City Property, including improvements, which property is more specifically described in Exhibit "A", attached hereto and made a part of this Agreement and commonly located at 2530 East Stewart Avenue, Las Vegas, Nevada ("Premises"); and

WHEREAS, the City is desirous of redeveloping the City Property including the area where the Premises is situate; and

WHEREAS, the area of the Premises will be necessary for the redevelopment of the City Property and such redevelopment will require that the Council relocate to another location; and

WHEREAS, the City and Council desire to further and assist the redevelopment of the City Property by ensuring that the Council vacate the Premises; and

WHEREAS, in lieu of relocation assistance, the City desires to convey certain real property to Council in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the City and Council agree as follows:

1. CANCELLATION OF ORIGINAL AGREEMENT. In accordance with the Month to Month Lease Agreement between the City and Council to be executed by City and Council, the Original Agreement shall be cancelled, terminated and held for naught, upon the expiration date of the Inspection Period, and the parties agree that, from the effective date of the Month to Month Lease Agreement, the Premises leased to the Council by City shall be governed by the Month to Month Lease Agreement. As a condition of this Agreement, the Council agrees to execute the Month to Month Lease Agreement concurrently with this Agreement. A form of the Month to Month Lease Agreement is attached to this Agreement as Exhibit "B".

2. VACATION OF PREMISES. The Council hereby agrees to vacate the Premises and to remove therefrom all inventory, furniture, equipment and personal property (collectively

"Personal Property") that it desires to remove therefrom no later than termination date to be determined in the Month to Month Lease Agreement. Any such Personal Property remaining on the Premises following the termination date shall be deemed abandoned by the Council and be the property of the City which the City may dispose of in its sole discretion. The Council shall leave the Premises in a securely placed manner and shall leave the keys to the Premises at the City of Las Vegas, Office of Business Development, 400 Las Vegas Boulevard South, Las Vegas, Nevada, 89101, Telephone No. (702) 229-6551.

3. TRANSFER AND CONVEYANCE OF NEW PROPERTY. At the closing, as herein defined below, the City shall transfer and convey to the Council certain real property in the vicinity of Harris and Mojave Road, in the City of Las Vegas, Nevada, and more particularly described in Exhibit "C", attached hereto and incorporated herein ("New Property"), and depicted on the Site Map attached hereto as Exhibit "D". Prior to the close of escrow, the City agrees to execute a Grant, Bargain and Sale Deed, the form of which shall be acceptable to the City and the Council, to transfer and convey the New Property to the Council.

4. FULL COMPENSATION AND SETTLEMENT. In consideration of the transfer and conveyance of the New Property, the Council, for itself, its officers, employees, agents and contractors, waives and forever relinquishes any right that it otherwise would have to receive relocation assistance under Chapter 342 of the Nevada Revised Statutes or any similar provision of law from the City in connection with City's termination of the Original Lease Agreement and Month to Month Lease Agreement for the proposed redevelopment of the City Property. The transfer and conveyance of the New Property is also payment to the Council for all trade fixtures, furniture and equipment not retained and removed by the Council by the termination date. In return for the receipt of the conveyance of the New Property, the Council forever releases the City, its officers, employees, agents and representatives, from any and all liability for payments or damages arising out of the proposed redevelopment of the City Property.

5. ESCROW Within five (5) business days following the execution and signing of this Agreement by the City and Council, the City shall deliver an executed copy of this Agreement to Nevada Title Company ("Escrow Agent" herein), and once said Escrow Agent executes the Consent to Escrow Agent at the conclusion of this Agreement, the escrow for the transfer and conveyance of the New Property will be deemed open. The City and Council shall share equally all costs with respect to opening and closing of such escrow. At the closing, Escrow Agent shall record all documents necessary to convey to Council title to the New Property. The parties herein shall execute whatever documents are deemed necessary by Escrow Agent to accomplish the provisions of this Agreement, including any extra escrow instructions as may be requested. All of such documents shall be properly executed and delivered to Escrow Agent prior to and so as not to delay the closing as set forth herein.

6. CONDITION OF TITLE. The City shall convey title to the New Property free and clear of all recorded liens, encumbrances, assessments, taxes and other defects, and all other liens, encumbrances, assessments, taxes and other defects known to the City, except those approved in writing by Council.

7. CLOSING OF ESCROW. Upon the fulfillment of the conditions described in Section 9, the Escrow Agent shall file the Grant, Bargain and Sale Deed ("Deed") for recordation in the Office of the County Recorder of Clark County and shall deliver to the Council a title insurance in conformity with Section 10 of the Agreement. The recordation of the Deed shall constitute the close of escrow.

8. CONDITIONS OF CITY. Except for Subsection E below, the City agrees to complete the items listed in this Section prior to September 1, 2001. The City shall be responsible for the costs up to \$119,000.00 which are related to the items listed below. Any costs exceeding \$119,000.00 shall be the responsibility of the Council.

- A. Provide access through a common asphalt paved driveway to the southern most line in the New Property as depicted on Exhibit "D."
- B. Water and sewer lines shall be provided up to the southern most boundary line on the New Property as depicted on Exhibit "D."
- C. Gas and electrical utility shall be provided through an easement located next to the common driveway described in Subsection A, above.
- D. Pave the parking lot for the New Property.
- E. If a temporary site for trailers is made available to Council, water and sewer lines shall be provided to the temporary site within ten (10) months from the date of this Agreement.

9. CONDITIONS TO CLOSING. In order for escrow to close with respect to the New Property, the following conditions precedent must be satisfied:

- A. City must have deposited the appropriate Grant, Bargain and Sale Deed;
- B. City must have completed the subdivision of the New Property, at the City's cost, no later than December 1, 2000;

10. TITLE INSURANCE. Concurrently with recordation of the Deed, Nevada Title Company ("title company") shall provide and deliver to the Council a CLTA title insurance policy issued by the title company insuring that the title to the New Property is vested in the Council in the condition required in Section 7 of this Agreement. If the Council desires an ALTA owner's extended coverage title policy, the Council agrees to pay the difference in costs for such policy. The title company shall provide the City with a copy of the title insurance policy.

11. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS. The Council

shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the New Property for any period subsequent to conveyance of title thereto. Prior to conveyance of title, the Council shall not place or allow to be placed on the New Property (or portion thereof) any encumbrance or lien.

12. CONVEYANCE FREE OF POSSESSION. The New Property shall be conveyed free of any possession or right of possession by any person except that of the Council.

13. "AS IS" SALE. Prior to the close of escrow, the Council and its representatives will have been afforded the opportunity to make such inspections of the New Property and matters related thereto as the Council and its representatives may desire. The Council acknowledges and agrees that the New Property is to be transferred and conveyed to and accepted by the Council 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 New Property or any such related matters; in particular, but without limitation, the City makes no representations or warranties with respect to the use, condition, title (except as provided by the Deed to be delivered by the City to the Council and except as otherwise expressly provided herein), occupation or management of the New Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing , zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the New Property. The Council acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understanding, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the conveyance of the New Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings. The City represents and warrants to Council as of the date hereof and as of the close of escrow that (a) no labor has been performed or material furnished for the New Property for which the City has not fully paid, or for which a mechanic's or materialmen's lien, or any other lien, can be claimed, and (b) to the best of the City's knowledge, there are no violations of any statute, law, ordinance, rule or regulation with respect to the use, maintenance, operation or condition of the New Property.

14. INSPECTION BY COUNCIL. Commencing with the first date set forth above and extending for a period of up to 60 days thereafter will be the inspection period ("Inspection Period"), the Council and its representatives shall have the right to enter upon and inspect the New Property 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 Council may reasonably require, but such surveys, tests and assessments shall not damage the New Property. The Council shall indemnify, defend and hold the City harmless for any personal injury, death or property damage, including the costs and attorney's fees, arising out of any activity by the Council or its agents, employees or contractors pursuant to this Section. The Council shall have access to all data and information on the New Property available to the City, but without warranty

or representation as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the New Property by the Council prior to conveyance or title shall be done only after written consent of the City Manager (whose consent shall not be unreasonable withheld) and at the sole expense of the Council. The Council shall save and protect the City against any claims resulting from each and every entry upon and inspection of the New Property and execute such documents as are customarily required for entry onto public property. The City Manager is authorized to execute such documents for the Council's entry onto public property without further action by the City. Copies of such data, surveys and tests obtained or made by the Council on the New Property shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

If, after the Inspection Period, the Council determines that the New Property is unacceptable, the Council shall have the right to terminate this Agreement by providing immediate written notice to the City.

15. GOVERNMENTAL PERMITS. Nothing in this Agreement shall affect the responsibility of the Council to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the New Property or any portion thereof. However, the City agrees to cooperate with the Council in facilitating the obtaining of such permits and authorizations. The Council shall be responsible for the payment of permit fees and other fees and charges related to Council's development of the New Property.

16. PROHIBITION AGAINST TRANSFER OF NEW PROPERTY, THE BUILDINGS AND STRUCTURE THEREON AND ASSIGNMENT OF AGREEMENT. The Council shall not, except as expressly permitted by this Agreement, sell, transfer, convey or assign the whole or any part of the New Property or the buildings or improvements thereon without the prior written approval of the City for a period of ten (10) years from the date of conveyance of the New Property. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the New Property.

In the absence of specific written agreement with the City, no such transfer, assignment or approval by the City shall be deemed to relieve the Council from any obligations under this Agreement until completion of construction of the building and improvements on the New Property.

17. NO ENCUMBRANCES EXCEPT MORTGAGES, DEEDS OF TRUST, SALES AND LEASE-BACKS OR OTHER FINANCING FOR CONSTRUCTION AND DEVELOPMENT. Mortgages, deeds of trust, sales and leases-back or any other form of conveyance required for any reasonable method of financing are permitted but only for the purpose of securing loans or grants to be used for construction of improvements on the New Property or an other expenditures necessary and appropriate to develop the New Property under this Agreement. The Council shall notify the City of any mortgage, deed of trust, sale and lease-back or other form

shall be governed in all respects by the laws of the State of Nevada.

23. ATTORNEY'S FEES. Should any type of court action or court challenge be filed by either of the parties to this Agreement, the prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and court costs from the nonprevailing party.

24. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Council warrants that it has disclosed, on the form attached hereto as Exhibit "E", all principals, including, partners of Frontier Girl Scout Council, as well as all persons and entities holding more than 1% interest in Frontier Girl Scout Council or any principal of Frontier Girl Scout Council. Throughout the term hereof, Council shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below, with the effective date of this Agreement being the date on which the Mayor of the City executes this Agreement.

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor

Dated: _____

"City"

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Date

FRONTIER GIRL SCOUT COUNCIL

By _____

Dated: _____

"Council"

CONSENT OF ESCROW AGENT

The undersigned hereby agrees to act as the Escrow Agent pursuant to the foregoing Agreement. The undersigned has established Escrow Number _____.

_____, Escrow Agent

Date: _____

Exhibit "C"

Disclosures of Principals

The principals and partners of Frontier Girl Scout Council and all persons and entities holding more than 1% interest in Frontier Girl Scout Council or any principal of Frontier Girl Scout Council are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

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

FRONTIER GIRL SCOUT COUNCIL

By: _____

Its: _____

Subscribed and sworn to before me this
____ day of _____, 2000.

Notary Public

AGENDA SUMMARY PAGE

SPECIAL REAL ESTATE COMMITTEE MEETING OF: MARCH 9, 2000

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: JEFFREY L. MARESH

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action to approve a purchase and sales agreement between the City of Las Vegas and the Frontier Girl Scout Council (\$119,000 - Capital Projects Fund)

Fiscal Impact

No Impact

Amount: \$119,000.

Budget Funds Available

Dept./Division: Public Works

Augmentation Required

Funding Source: Capital Projects Fund

PURPOSE/BACKGROUND:

The Girl Scout Council currently has a long-term lease with the City of Las Vegas for their current administrative building located at 2530 Stewart Avenue. The City will trade a vacant unimproved two-acre parcel located near Harris Avenue and Mojave Road for the Girl Scout Council's current leasehold interest and improvements. The City will be required to provide some off site improvements to the property at Harris and Mojave but not to exceed \$119,000. This action will enable the City to combine the existing Girl Scout property with the Nevada National Guard Armory Project.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Purchase and Sales Agreement

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 9, 2000

DEPARTMENT: Office of Business Development

ITEM DESCRIPTION: Purchase & Sales Agreement

The Girl Scout Council currently has a long-term lease with the City of Las Vegas for their current administrative building located at 2530 Stewart Avenue. The City will trade a vacant unimproved two-acre parcel located near Harris Avenue and Mojave Road for the Girl Scout Council's current leasehold interest and improvements. The City will be required to provide some off site improvements to the property at Harris and Mojave but not to exceed \$119,000. The value of the Harris property plus off site improvements equals the total value of the current Girl Scouts leasehold interest and improvements as reported by Public Works Department, Right of Way appraisals. This agreement contemplates a waiver of relocation benefits by the Girl Scout Council. This action will enable the City to combine the existing Girl Scout property with the Nevada National Guard Armory Project.

**PURCHASE AND SALE AGREEMENT BETWEEN THE
CITY OF LAS VEGAS AND
FRONTIER GIRL SCOUT COUNCIL**

THIS AGREEMENT is made and entered into this ____ day of _____, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("City") and the FRONTIER GIRL SCOUT COUNCIL ("Council").

RECITALS

WHEREAS, the City is the owner of certain real property located at southwest corner of Eastern Avenue and Stewart Avenue in the City of Las Vegas, Nevada ("City Property"); and

WHEREAS, the City and Council entered into Lease Agreement dated May 6, 1987 ("Original Agreement") for a lease of a portion of the City Property, including improvements, which property is more specifically described in Exhibit "A", attached hereto and made a part of this Agreement and commonly located at 2530 East Stewart Avenue, Las Vegas, Nevada ("Premises"); and

WHEREAS, the City is desirous of redeveloping the City Property including the area where the Premises is situate; and

WHEREAS, the area of the Premises will be necessary for the redevelopment of the City Property and such redevelopment will require that the Council relocate to another location; and

WHEREAS, the City and Council desire to further and assist the redevelopment of the City Property by ensuring that the Council vacate the Premises; and

WHEREAS, in lieu of relocation assistance, the City desires to convey certain real property to Council in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the City and Council agree as follows:

1. CANCELLATION OF ORIGINAL AGREEMENT. In accordance with the Month to Month Lease Agreement between the City and Council to be executed by City and Council, the Original Agreement shall be cancelled, terminated and held for naught, upon the expiration date of the Inspection Period, and the parties agree that, from the effective date of the Month to Month Lease Agreement, the Premises leased to the Council by City shall be governed by the Month to Month Lease Agreement. As a condition of this Agreement, the Council agrees to execute the Month to Month Lease Agreement concurrently with this Agreement. A form of the Month to Month Lease Agreement is attached to this Agreement as Exhibit "B".

2. VACATION OF PREMISES. The Council hereby agrees to vacate the Premises and to remove therefrom all inventory, furniture, equipment and personal property (collectively

"Personal Property") that it desires to remove therefrom no later than termination date to be determined in the Month to Month Lease Agreement. Any such Personal Property remaining on the Premises following the termination date shall be deemed abandoned by the Council and be the property of the City which the City may dispose of in its sole discretion. The Council shall leave the Premises in a securely placed manner and shall leave the keys to the Premises at the City of Las Vegas, Office of Business Development, 400 Las Vegas Boulevard South, Las Vegas, Nevada, 89101, Telephone No. (702) 229-6551.

3. TRANSFER AND CONVEYANCE OF NEW PROPERTY. At the closing, as herein defined below, the City shall transfer and convey to the Council certain real property in the vicinity of Harris and Mojave Road. in the City of Las Vegas, Nevada, and more particularly described in Exhibit "C", attached hereto and incorporated herein ("New Property"), and depicted on the Site Map attached hereto as Exhibit "D". Prior to the close of escrow, the City agrees to execute a Grant, Bargain and Sale Deed. the form of which shall be acceptable to the City and the Council, to transfer and convey the New Property to the Council.

4. FULL COMPENSATION AND SETTLEMENT. In consideration of the transfer and conveyance of the New Property, the Council, for itself, its officers, employees, agents and contractors, waives and forever relinquishes any right that it otherwise would have to receive relocation assistance under Chapter 342 of the Nevada Revised Statutes or any similar provision of law from the City in connection with City's termination of the Original Lease Agreement and Month to Month Lease Agreement for the proposed redevelopment of the City Property. The transfer and conveyance of the New Property is also payment to the Council for all trade fixtures, furniture and equipment not retained and removed by the Council by the termination date. In return for the receipt of the conveyance of the New Property, the Council forever releases the City, its officers, employees, agents and representatives, from any and all liability for payments or damages arising out of the proposed redevelopment of the City Property.

5. ESCROW. Within five (5) business days following the execution and signing of this Agreement by the City and Council, the City shall deliver an executed copy of this Agreement to Nevada Title Company ("Escrow Agent" herein), and once said Escrow Agent executes the Consent to Escrow Agent at the conclusion of this Agreement, the escrow for the transfer and conveyance of the New Property will be deemed open. The City and Council shall share equally all costs with respect to opening and closing of such escrow. At the closing, Escrow Agent shall record all documents necessary to convey to Council title to the New Property. The parties herein shall execute whatever documents are deemed necessary by Escrow Agent to accomplish the provisions of this Agreement, including any extra escrow instructions as may be requested. All of such documents shall be properly executed and delivered to Escrow Agent prior to and so as not to delay the closing as set forth herein.

6. CONDITION OF TITLE. The City shall convey title to the New Property free and clear of all recorded liens, encumbrances, assessments, taxes and other defects, and all other liens, encumbrances, assessments, taxes and other defects known to the City, except those approved in writing by Council.

7. CLOSING OF ESCROW. Upon the fulfillment of the conditions described in Section 9, the Escrow Agent shall file the Grant, Bargain and Sale Deed ("Deed") for recordation in the Office of the County Recorder of Clark County and shall deliver to the Council a title insurance in conformity with Section 10 of the Agreement. The recordation of the Deed shall constitute the close of escrow.

8. CONDITIONS OF CITY. Except for Subsection E below, the City agrees to complete the items listed in this Section prior to September 1, 2001. The City shall be responsible for the costs up to \$119,000.00 which are related to the items listed below. Any costs exceeding \$119,000.00 shall be the responsibility of the Council.

- A. Provide access through a common asphalt paved driveway to the southern most line in the New Property as depicted on Exhibit "D."
- B. Water and sewer lines shall be provided up to the southern most boundary line on the New Property as depicted on Exhibit "D."
- C. Gas and electrical utility shall be provided through an easement located next to the common driveway described in Subsection A, above.
- D. Pave the parking lot for the New Property.
- E. If a temporary site for trailers is made available to Council, water and sewer lines shall be provided to the temporary site within ten (10) months from the date of this Agreement.

9. CONDITIONS TO CLOSING. In order for escrow to close with respect to the New Property, the following conditions precedent must be satisfied:

- A. City must have deposited the appropriate Grant, Bargain and Sale Deed;
- B. City must have completed the subdivision of the New Property, at the City's cost, no later than December 1, 2000;

10. TITLE INSURANCE. Concurrently with recordation of the Deed, Nevada Title Company ("title company") shall provide and deliver to the Council a CLTA title insurance policy issued by the title company insuring that the title to the New Property is vested in the Council in the condition required in Section 7 of this Agreement. If the Council desires an ALTA owner's extended coverage title policy, the Council agrees to pay the difference in costs for such policy. The title company shall provide the City with a copy of the title insurance policy.

11. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS. The Council

shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the New Property for any period subsequent to conveyance of title thereto. Prior to conveyance of title, the Council shall not place or allow to be placed on the New Property (or portion thereof) any encumbrance or lien.

12. CONVEYANCE FREE OF POSSESSION. The New Property shall be conveyed free of any possession or right of possession by any person except that of the Council.

13. "AS IS" SALE. Prior to the close of escrow, the Council and its representatives will have been afforded the opportunity to make such inspections of the New Property and matters related thereto as the Council and its representatives may desire. The Council acknowledges and agrees that the New Property is to be transferred and conveyed to and accepted by the Council 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 New Property or any such related matters; in particular, but without limitation, the City makes no representations or warranties with respect to the use, condition, title (except as provided by the Deed to be delivered by the City to the Council and except as otherwise expressly provided herein), occupation or management of the New Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing , zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the New Property. The Council acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understanding, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the conveyance of the New Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings. The City represents and warrants to Council as of the date hereof and as of the close of escrow that (a) no labor has been performed or material furnished for the New Property for which the City has not fully paid, or for which a mechanic's or materialmen's lien, or any other lien, can be claimed, and (b) to the best of the City's knowledge, there are no violations of any statute, law, ordinance, rule or regulation with respect to the use, maintenance, operation or condition of the New Property.

14. INSPECTION BY COUNCIL. Commencing with the first date set forth above and extending for a period of up to 60 days thereafter will be the inspection period ("Inspection Period"), the Council and its representatives shall have the right to enter upon and inspect the New Property 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 Council may reasonably require, but such surveys, tests and assessments shall not damage the New Property. The Council shall indemnify, defend and hold the City harmless for any personal injury, death or property damage, including the costs and attorney's fees, arising out of any activity by the Council or its agents, employees or contractors pursuant to this Section. The Council shall have access to all data and information on the New Property available to the City, but without warranty

or representation as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the New Property by the Council prior to conveyance or title shall be done only after written consent of the City Manager (whose consent shall not be unreasonable withheld) and at the sole expense of the Council. The Council shall save and protect the City against any claims resulting from each and every entry upon and inspection of the New Property and execute such documents as are customarily required for entry onto public property. The City Manager is authorized to execute such documents for the Council's entry onto public property without further action by the City. Copies of such data, surveys and tests obtained or made by the Council on the New Property shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

If, after the Inspection Period, the Council determines that the New Property is unacceptable, the Council shall have the right to terminate this Agreement by providing immediate written notice to the City.

15. GOVERNMENTAL PERMITS. Nothing in this Agreement shall affect the responsibility of the Council to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the New Property or any portion thereof. However, the City agrees to cooperate with the Council in facilitating the obtaining of such permits and authorizations. The Council shall be responsible for the payment of permit fees and other fees and charges related to Council's development of the New Property.

16. PROHIBITION AGAINST TRANSFER OF NEW PROPERTY, THE BUILDINGS AND STRUCTURE THEREON AND ASSIGNMENT OF AGREEMENT. The Council shall not, except as expressly permitted by this Agreement, sell, transfer, convey or assign the whole or any part of the New Property or the buildings or improvements thereon without the prior written approval of the City for a period of ten (10) years from the date of conveyance of the New Property. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the New Property.

In the absence of specific written agreement with the City, no such transfer, assignment or approval by the City shall be deemed to relieve the Council from any obligations under this Agreement until completion of construction of the building and improvements on the New Property.

17. NO ENCUMBRANCES EXCEPT MORTGAGES, DEEDS OF TRUST, SALES AND LEASE-BACKS OR OTHER FINANCING FOR CONSTRUCTION AND DEVELOPMENT. Mortgages, deeds of trust, sales and leases-back or any other form of conveyance required for any reasonable method of financing are permitted but only for the purpose of securing loans or grants to be used for construction of improvements on the New Property or an other expenditures necessary and appropriate to develop the New Property under this Agreement. The Council shall notify the City of any mortgage, deed of trust, sale and lease-back or other form

shall be governed in all respects by the laws of the State of Nevada.

23. ATTORNEY'S FEES. Should any type of court action or court challenge be filed by either of the parties to this Agreement, the prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and court costs from the nonprevailing party.

24. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Council warrants that it has disclosed, on the form attached hereto as Exhibit "E", all principals, including, partners of Frontier Girl Scout Council, as well as all persons and entities holding more than 1% interest in Frontier Girl Scout Council or any principal of Frontier Girl Scout Council. Throughout the term hereof, Council shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below, with the effective date of this Agreement being the date on which the Mayor of the City executes this Agreement.

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor

Dated: _____

"City"

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Park 3/7/00
Date

FRONTIER GIRL SCOUT COUNCIL

By _____

Dated: _____

"Council"

CONSENT OF ESCROW AGENT

The undersigned hereby agrees to act as the Escrow Agent pursuant to the foregoing Agreement. The undersigned has established Escrow Number _____.

Escrow Agent

Date: _____

EXHIBIT "A"
Legal Description

That portion of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 36; thence along the North line of said Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), South 88°00'00" East a distance of 440.00 feet; thence South 02°22'30" West a distance of 50.00 feet to the Northeast corner of that certain parcel of land described by that certain QUITCLAIM DEED to the STATE OF NEVADA recorded June 23, 1948 as Document Number 288787 of Clark County, Nevada Records, said Northeast corner being the TRUE POINT OF BEGINNING; thence along the East line of said STATE OF NEVADA parcel, continuing South 02°22'30" West a distance of 403.60 feet to the Northerly boundary of that certain parcel of land described by that certain DEDICATION recorded February 2, 1967 as Instrument Number 622844 of Clark County, Nevada Records; thence along the Northerly and Westerly boundaries of said DEDICATION the following described courses; thence South 88°00'00" East a distance of 101.06 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 10.00 feet; thence Northeasterly along said tangent curve through a central angle of 89°37'30" an arc distance of 15.64 feet; thence tangent to said curve North 02°22'30" East a distance of 65.24 feet to the beginning of a tangent curve concave Westerly, having a radius of 1104.86 feet; thence Northerly along said tangent curve through a central angle of 03°44'06" an arc distance of 72.02 feet to the beginning of a reverse curve concave Easterly, having a radius of 1025.50 feet; thence Northerly along said reverse curve through a central angle of 05°26'29" an arc distance of 97.39 feet; thence tangent to said curve, North 04°04'53" East a distance of 159.20 feet to the South line of Stewart Avenue (100 feet wide); thence along the South line of said Stewart Avenue, North 88°00'00" West a distance of 111.70 feet to the TRUE POINT OF BEGINNING.

Exhibit "B"
MONTH TO MONTH LEASE AGREEMENT

THIS MONTH TO MONTH LEASE AGREEMENT ("Lease Agreement") is made and entered into this ___ day of _____, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City") and FRONTIER GIRL SCOUT COUNCIL ("Lessee").

RECITALS

WHEREAS, the City and Lessee entered into a Lease Agreement dated May 6, 1987 ("Original Agreement") for the lease of certain real property and improvements located 2530 East Stewart Avenue, Las Vegas, Nevada and more particularly described on Exhibit "A" (hereinafter the "Premises"); and

WHEREAS, the City is desirous of redeveloping the real property surrounding the area of the Premises and the area where the Premises is situate; and

WHEREAS, the Lessee is desirous of constructing a new facility to accommodate the Lessee's membership, functions and activities; and

WHEREAS, the City and Lessee have or will enter into a Conveyance Agreement for the conveyance of certain real property owned by the City to Lessee for the development of a new administrative center for Lessee ("New Administrative Center"); and

WHEREAS, the City deems it in the best interests of the City of Las Vegas to foster and promote Lessee's functions and activities; and

WHEREAS, City and Lessee agree that the terms of the Original Agreement is impractical for the continued long term lease of the Premises if the New Administrative Center is constructed.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements hereinafter contained, the parties hereto agree as follows:

SECTION ONE
CANCELLATION OF ORIGINAL AGREEMENT

The Original Agreement dated May 6, 1987 by and between the City and Lessee shall be cancelled and held for naught upon the expiration of the Inspection Period as set forth in Section 14 of the Purchase and Sale Agreement dated March 15, 2000 between the City and Frontier Girl Scout Council, the form of said Agreement is attached hereto as Exhibit "B." The parties hereby agree that the effective date of this Lease Agreement shall be the expiration date of the Inspection Period and the Premises leased to Lessee by City shall be governed by this Lease Agreement.

**SECTION TWO
LEASE OF PREMISES**

City hereby leases the Premises to Lessee and Lessee hereby leases the same from the City. Lessee shall use the Premises for the Lessee's administrative office to accommodate the functions and activities of the Lessee only until such time that the New Administrative Center is constructed or Lessee has found temporary facilities acceptable to Lessee and Lessee has moved into same. It is understood and agreed that if Lessee fail to use the Premises for the above described purposes, such failure shall constitute a breach of this Lease Agreement and the City may terminate this Lease Agreement upon giving thirty (30) days written notice directed to Lessee in accordance with Section Ten.

**SECTION THREE
TERM**

This Lease Agreement shall be on a month to month tenancy commencing upon the expiration date of the Inspection Period. Notwithstanding the termination provisions of Sections Two, Three, Eight or Nine of this Lease Agreement, the parties agree to the following required termination notices:

(A) During the first five (5) months, either party shall provide at least ninety (90) days notice to terminate;

(B) During the next five (5) months (months 6 through 10 of this Lease Agreement), either party shall provide at least sixty (60) days notice to terminate; and

(C) After ten (10) months from the commencement date of this Lease Agreement, either party shall provide at least thirty (30) days notice to terminate this Lease Agreement.

The Lessee further agrees that this Lease Agreement shall earlier terminate upon the date which the Lessee commences occupancy at the New Administrative Center or temporary facilities, whereupon all rights and interests enjoyed by the Lessee pursuant to the terms hereof shall also cease. It is understood and agreed by City and Lessee that upon expiration of this Lease Agreement or termination in accordance with Sections Two, Three, Eight or Nine, the title to said building and improvements located on the Premises, shall vest immediately to the City.

**SECTION FOUR
CONSIDERATION**

Lessee agrees to pay City, as rental for the Premises, the sum of ONE DOLLAR (\$1.00) per month, due and payable on the first day of each month that Lessee occupies the Premises until this Lease Agreement is terminated.

**SECTION FIVE
MAINTENANCE AND REPAIR**

Lessee shall, at all times during the existence of this Lease Agreement, and at its sole cost and expense, repair and maintain, in good, safe and substantial condition and in a manner satisfactory to the City, all of such improvements on the Premises.

In the event that Lessee fails to repair said improvements promptly, or with fifteen (15) calendar days after written notice from City so to do, City may, at its option, make any repair or maintenance deemed necessary by the City, and Lessee shall repay the costs thereof to City on demand. A failure by Lessee to repay such costs shall constitute a breach by Lessee of this Lease Agreement.

**SECTION SIX
INDEMNIFICATION**

Lessee agrees to indemnify and save the City, its officers, employees and agents, harmless from and against any and all liability, loss, damage, costs, claim, liens, judgements or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of City's execution of this Lease Agreement, the use and occupancy of the Premises or of said improvements by Lessee, its officer, employees, agents, volunteers or contractors.

**SECTION SEVEN
INSURANCE**

Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease Agreement is in force and effect, maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100ths Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100ths Dollars (\$1,000,000.00), for injuries to or the deaths of any number of persons and/or property damage as a result of any one occurrence.

Within five (5) days after execution of this Lease Agreement and as a condition to this Lease Agreement's continuing in force and effect, Lessee shall submit to City a certificate of insurance which evidences the above required coverages and names the City as an additional insured. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and Lessee. The insurance coverages shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to City.

All policies of insurance, or certificates of insurance which evidence the insurance coverage required hereby, shall contain a provision that the same shall not be cancelled or modified in any material effect unless and until ninety (90) days written notice of such cancellation or modification has been provided to City.

**SECTION EIGHT
CONSTRUCTION OF NEW ADMINISTRATIVE CENTER
OR TEMPORARY FACILITIES**

The City and Lessee acknowledge and agree that this Lease Agreement provides a temporary month to month lease to the Lessee until such time that the Lessee's New Administrative Center is constructed on property conveyed to Lessee by the City or temporary facilities are available for Lessee's occupancy and Lessee has moved into the same. Lessee understands and agrees that all costs relating to the construction of the New Administrative Center and/or the temporary facilities are the responsibility of Lessee and not of the City. The Lessee shall not continue to lease the Premises while the New Administrative Center or temporary facilities are occupied by Lessee. Lessee agrees that upon completion of construction of the New Administrative Center or temporary facilities are available, the Lessee shall terminate this Lease Agreement by providing City with thirty (30) days written notice to terminate.

**SECTION NINE
RIGHT TO TERMINATE**

Either party shall have the right to terminate this Lease Agreement with or without cause by providing the other party with the applicable written notice to terminate in accordance with the requirements in Section Three.

**SECTION TEN
NOTICES**

Any notice which may be, or is required to be, given under the provisions hereof shall be delivered in person at the address stated below or may be posited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

City: City of Las Vegas
400 East Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101
Attn: City Manager

Lessee: Frontier Girl Scout Council
2530 East Stewart Avenue
Las Vegas, Nevada 89101
Attn: Executive Director

**SECTION ELEVEN
ASSIGNMENT AND SUBLEASE**

Lessee hereby agrees not to assign or sublet any of its rights or duties hereunder or to sublet the Premises or any portion thereof, or to allow any person, other than the officers, employees, agent, patrons or volunteers of Lessee, to occupy or use the premises without the prior written consent of City. Any assignment or sublease contrary to the provision of this Section Eleven shall be null and void.

**SECTION TWELVE
LAWS AND REGULATIONS**

Lessee shall keep and maintain the Premises in a clean and healthful condition and in compliance with all existing or hereafter enacted laws, statutes, ordinances, orders, rules and regulations (federal, state, municipal or other applicable governmental agencies which have jurisdiction over the Premises or of the activities contemplated hereby) during the existence of this Lease Agreement.

**SECTION THIRTEEN
MODIFICATION**

This Lease Agreement may not be modified unless such modification is in writing and signed by both parties to this Lease Agreement.

**SECTION FOURTEEN
DISCLOSURE OF PRINCIPALS**

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Council warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including, partners of Frontier Girl Scout Council, as well as all persons and entities holding more than 1% interest in Frontier Girl Scout Council or any principal of Frontier Girl Scout

...
...
...
...

Council. Throughout the term hereof, Council shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

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

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor

“City”

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Date

FRONTIER GIRL SCOUT COUNCIL

By _____

“Lessee”

EXHIBIT "C"

Legal Description

New Property

A PORTION OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) AND A PORTION OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS: -.

PARCELS TWO (2) AND THREE (3) AS SHOWN BY PARCEL MAP THEREOF ON FILE IN FILE 83 OF PARCEL MAPS, PAGE 38, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE WEST 78 FEET OF PARCEL TWO (2).

NOTES

This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein.

Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

MAP LEGEND

- PARCEL BOUNDARY 001
- SUBD BOUNDARY 1 00
- - - ROAD EASEMENT 202
- PW/LD BOUNDARY PR 15-45
- - - NON-PARCEL LOT LINE 5
- MATCH LINE 5
- ROAD ID NUMBER GL5

AVERAGE DA VALUE
35

ASSESSOR'S PARCELS - CLARK CO., NV.
M. W. Schofield, Assessor

001 PARCEL NUMBER
1 00 ACREAGE
202 PARCEL SUB/SEQ NUMBER
PR 15-45 PLAT RECORDING NUMBER
5 BLCK NUMBER
5 LOT NUMBER
GL5 GOV LOT NUMBER

T20S R61E

36

N 2 SW 4

139-36-3

R60E	R61E	R62E
125	124	123
138	139	140
163	162	161

8	3	4	3	2	1
7	8	9	10	11	12
16	17	18	15	14	13
19	20	21	22	23	24
34	28	29	27	28	23
31	32	37	35	35	38

8	4	8	4
5	1	5	1
6	2	6	2
7	3	7	3
8	4	8	4
5	1	5	1

Not To Scale Rev 11/25/97


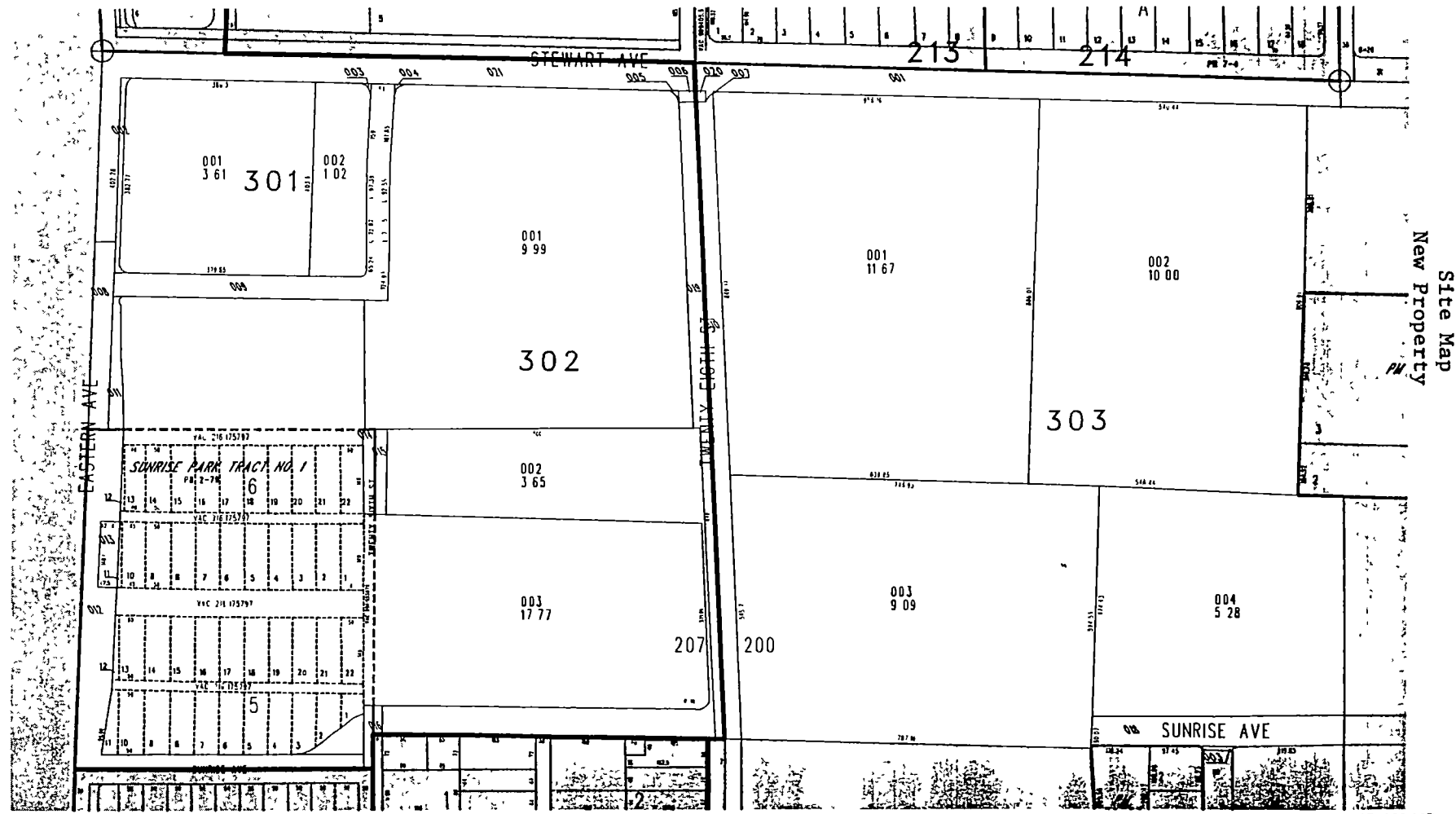



Exhibit "D"
Site Map
New Property

TAX DIST 200,207

Exhibit "E"

Disclosures of Principals

The principals and partners of Frontier Girl Scout Council and all persons and entities holding more than 1% interest in Frontier Girl Scout Council or any principal of Frontier Girl Scout Council are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

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

FRONTIER GIRL SCOUT COUNCIL

By: _____

Its: _____

Subscribed and sworn to before me this
____ day of _____, 2000.

Notary Public