

City of Las Vegas

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>
MONDAY, AUGUST 14, 2000
3:00 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 meeting of July 31, 2000.

NEW BUSINESS:

- 1 Discussion and possible action on an Agreement for the Sale of Real Property (approximately 2.65 acres), known as parcel number 139-26-201-008, sharing the addresses 1400 Gragson and 1602 Gragson, to James E. and Beverly B. Rogers for \$190,500 (\$190,500-revenue plus City's share of closing costs/Park Programs Within Ward 5) - Ward 5 (Weekly)

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

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 8th day of **August, 2000**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **Real Estate Committee Meeting** to be held on the 14th day of **August, 2000** 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.

Laith

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

8th day of August, 2000

Bernard K. Bragdon
NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
) ss
COUNTY OF CLARK)

**ANNOTATED MINUTES
REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART AVENUE
8TH FLOOR CONFERENCE ROOM
3:00 P.M.
MONDAY, AUGUST 14, 2000**

CALL TO ORDER:

Councilman Mack called the meeting to order at 3:10 p m.

ATTENDANCE:

Michael Mack, City Councilman
Lawrence Weekly, City Councilman
Deputy City Manager Doug Selby
Teri Ponticello, Deputy City Attorney
David Roark, Manager, Real Estate & Asset Management

MINUTES:

The Minutes of the Regular meeting of July 31, 2000, were approved by reference.

(3-10)

1-12

1. Discussion and possible action on an Agreement for the Sale of Real Property (approximately 2.65 acres), known as parcel number 139-26-201-008, sharing the addresses 1400 Gragson and 1602 Gragson, to James E. and Beverly B. Rogers for \$190,500 (\$190,500-revenue plus City's share of closing costs/Park Programs Within Ward 5) - Ward 5 (Weekly)

David Roark, Manager of Real Estate and Asset Management, explained that James Rogers, owner of Sunbelt Communications, and his wife Beverly Rogers are the contract buyers. The City currently has a lease with the Fraternal Order of Police (FOP) who has constructed a facility on half of the property. The Rogers have agreed to assume the lease, adding enticements which include a donation to FOP \$5,000 each year, security at the location after FOP constructs a future facility and free advertising. It is Mr. Roark's understanding that FOP has signed a new lease with Mr. Rogers. An appraisal for the entire property, inclusive of the remainder of the 20 year lease, was obtained and staff is recommending approval of the sale to the Rogers. The recommendation includes approval of the sale, that staff be authorized to sign additional documentation through the escrow process and that any motion for approval by Council direct that the proceeds of the sale be dedicated for park construction programs in Ward 5.

Deputy City Manager Selby indicated that although it is unusual to dedicate proceeds in this manner, work is being done to create a consistent policy for land sale revenues dedicating money in this ward-specific manner. There are pros and cons to such a policy which need to be discussed with Council before adoption of a uniform policy.

Jack Clark appeared on behalf of the buyers and offered to answer any questions.

Councilman Mack outlined his understanding why this type of policy would benefit those wards which, unlike his ward, does not have significant park funds from land sales and BLM sales. There should be an equitable sharing of funds throughout the City. The Council is dedicated to a plan that works for all. Councilman Mack requested that Council be brief in the future on the details for the land sale revenue dedication. Deputy City Manager Selby responded that Deputy City Manager Houchens is working on the policy.

No one appeared in opposition.

There was no further discussion

Councilman Weekly recommended that Item 1 be forwarded to the Full Council with a “Do Pass” recommendation, inclusive of the proceeds dedication outlined. Councilman Mack concurred.

(3 10 - 3:16)
1-16

CITIZENS PARTICIPATION:

None.

(3.16)
1-170

ADJOURNMENT:

The meeting adjourned at 3:16 p.m.

/ac

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 14, 2000

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack & Weekly

Discussion and possible action on an Agreement for the Sale of Real Property (approximately 2.65 acres), known as parcel number 139-26-201-008, sharing the addresses 1400 Gragson and 1602 Gragson, to James E. and Beverly B. Rogers for \$190,500 (\$190,500-revenue plus City's share of closing costs/Park Programs Within Ward 5) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$190,500-rev+CLV closing cost

☒

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source: Park Programs Within Ward 5

PURPOSE/BACKGROUND:

Sunbelt Communications (owned by James E. and Beverly B. Rogers), has approached the City with an unsolicited offer to purchase parcel #139-26-201-008 for the appraised value of \$190,500. This is vacant land that the City has no current or future use for. The City currently has a lease with the Fraternal Order of Police (FOP) for 1/2 of the property. Sunbelt agrees to accept the term of the current lease with the FOP and be bound by additional stipulations through a new lease.

RECOMMENDATION:

Staff recommends approval of the sale, authorizing staff to execute all the additional documents necessary to close escrow and record title, that the proceeds of this sale be dedicated for Park Construction Type programs in Ward 5, and that the dedication be made within a motion to approve the sale.

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 12th day of July, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "Seller") JAMES E AND BEVERLY B ROGERS, HUSBAND AND WIFE, JOINT TENANTS, and their successors, (hereinafter referred to as "Buyer"), with reference to the following facts.

A. Seller is the owner of a parcel of land consisting of approximately 2.65 acres located at 1602 Gragson Avenue, Las Vegas, Nevada 89101 ("Property") A Site Plan of the Property depicting the site of the Property is attached hereto as Exhibit "A" and the Property is further described as Assessor's Parcel No's 139-26-201-008. Seller presently has a long term lease agreement with the Fraternal Order of Police, whereby the City leases the East half of the property for one dollar per year

B Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, as described below in Section 1 Seller also desires to assign the above mentioned lease to Buyer and Buyer desires to accept assignment of said lease and be bound by agreement as depicted in Exhibit "B".

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

1 **Purchase and Sale.** Buyer shall purchase the Property from Seller and all of Seller's right, title and interest in and to the following

(a) All of the real property described in the legal description, referenced as Exhibit "C" ("Land"),

(b) All buildings, fixtures, landscaping, utility lines and all other fixtures and improvements located on the land (the "Improvements"),

(c) All licenses, certificates, authorizations, approvals, and other applicable permits and licenses issued by any governmental authority relating to the ownership or operation of the Property, if any ("Licenses");

(d) All plans and specifications, drawings, working drawings, plans, site plans, mechanical drawings and specifications related to the construction or landscape of the Improvements, if any ("Building Plans"); and

(e) All easements, rights, tenements, hereditaments, privileges and appurtenances now or in the future held by Seller which in any way benefit the Property or relate to the ownership or operation of the Property, including, without limitation: (i) any and all oil, gas, mineral, water and irrigation rights running with or pertaining to the Property, (ii) all of Seller's interest in any road, street or alleyway adjoining the land, and (iii) any rights or interests

which may accrue to the benefit of Seller or the Land as a result of the abandonment of any road, street or alleyway adjoining the Land (collectively called the "Appurtenances")

2. **Purchase Price.** The purchase price ("Purchase Price") to be paid for the Property thereon shall be One Hundred and Ninety Thousand and Five Hundred Dollars (\$190,500.00), all cash. The Purchase Price shall be paid as follows

(a) Buyer shall deposit Ten Thousand Dollars (\$10,000.00) into escrow as earnest money (the "Deposit") on or before the opening of escrow. Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period

(b) Upon the expiration of the Contingency Period (as defined below), the Deposit shall become non-refundable. The Deposit shall apply towards the Purchase Price of the Property

(c) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, One Hundred and Eighty Thousand and Five Hundred Dollars (\$180,500.00)

(d) In the event Buyer should terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer shall notify Seller and Escrow Agent in writing. Upon receipt of Buyer's notice to terminate, the Escrow Agent shall release to Buyer the Deposit within two (2) business days. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all contingencies and the Deposits shall be deemed non-refundable and shall be applied towards the Purchase Price.

3. **Title to the Property.** The title to the Property conveyed is to be subject to easements, rights of way, restrictions, conditions and covenants of record as shown on a current Preliminary Title Report ("PTR") with readable copies of all exceptions to title provided through escrow to be furnished at Seller's expense, if any. Buyer shall have ten (10) business days following receipt of the PTR to approve the condition of title. If written disapproval is not received by Seller and Escrow Agent within said period, Buyer shall be deemed to have accepted the condition of the title. If Buyer submits a written objection ("Buyer's Objection") to the condition of title, Seller agrees immediately to cure Buyer's objection(s) prior to the expiration of the Contingency Period. If Seller fails to cure Buyer's Objection(s), Buyer may terminate this Agreement and the Deposit shall be returned to the Buyer.

4. **Title Insurance** Seller agrees to deliver, at its expense, good and merchantable title as evidenced by a CLTA policy of title insurance which insures that title to the Property is vested in the Buyer in the condition required by Section 5 of this Agreement. Buyer, at its option, may terminate this Agreement to purchase and the deposit shall be returned if the Seller fails to deliver good and merchantable title as herein provided.

5. **Condition of Title** The Seller shall convey the Property free and clear of all liens, encumbrances, assessments, taxes and other defects except those acceptable to the Buyer

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

6. **Zoning of the Property** The Seller represents to Buyer that the Property is currently zoned CV and is located in the City of Las Vegas, Clark County, State of Nevada.

7 **Disclosure of Conditions** Buyer shall take title subject to declarations, covenants, conditions and restrictions, rules and regulations currently in force ("Conditions") which affect ownership or operation of the Property, said documents to the Conditions to be delivered to Buyer upon the commencement of the Contingency Period. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller prior to the expiration of the Contingency Period

8. **Escrow**. The purchase and sale provided for herein shall be consummated through an escrow to be opened with Angelina S. Galindo of United Title ("Escrow Agent"), within three (3) business days after the execution and delivery to occur no later than 3 days after execution of this Agreement. The escrow shall be deemed opened when Buyer and Seller have executed and delivered a signed copy of this Purchase and Sale Agreement and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following

(a) Close escrow within fifteen (15) days from the expiration of the Contingency Period. Upon the opening of escrow, the Escrow Agent shall set a specific date for the expiration of the Contingency Period. The Contingency Period commences the date following the opening of escrow and shall expire thirty (30) days from the commencement date. 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, cause to be procured and delivered for buyer's approval the Preliminary Title Report and copies of related documents referred to in Section 3;

(c) Charge the Seller 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) Charge the Seller on a pro-rata basis the real property taxes assessed up to the close of escrow;

(e) Charge the Seller any Special Assessments or Fees outstanding on the Property, which are of record at the close of escrow;

(f) Disburse the funds and deliver the Grant, Bargain and Sale Deed and other documents entitled thereto when the conditions of this escrow have been fulfilled by the Buyer and Seller,

(g) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Buyer in accordance with the terms of this Agreement; and

(h) In the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

If escrow fails to timely close as the result of Buyer's default, the Deposit in escrow shall be paid by the Escrow Agent to Seller as damages, and Seller shall be entitled to seek other legal and equitable remedies. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to seek specific performance and other legal and equitable remedies available to the Buyer. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

9 **Contingencies** The purchase of the Property is contingent upon the following:

(a) Buyer's approval of the Preliminary Title Report, and all documents described within the Preliminary Title Report, issued by Angelina S. Galindo of United Title concerning the Property within thirty (30) business days after Buyer's receipt of same from United Title (see Section 3)

(b) The expiration or Buyer's written waiver of the Contingency Period as described herein. Escrow Agent shall notify both Buyer and Seller in writing of the date escrow is opened, the date the Contingency Period expires, and the date escrow is to close. Under the Contingency Period, the contract is contingent upon the approval of the City of Las Vegas City Council

(c) Buyer has obtained the right to enter and inspect the Property. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations, as Buyer deems appropriate. To the extent limited by NRS Chapter 41, Buyer agrees to indemnify and hold Seller harmless from any actual damage as a result of Buyer's tests and investigations during the Contingency Period on the Property. To the extent limited by NRS Chapter 41, Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period

(d) Within ten (10) days following the opening of escrow, Seller shall make available to Buyer or to Buyer's agents copies of any site plans, marketing studies, environmental studies, grading plans, surveys, or other tests or any additional information or studies pertinent to the Property that may have been taken by Seller or is in the possession of Seller.

(e) This Agreement is contingent upon approval of this Agreement by the Las Vegas City Council at a duly noticed meeting of the City Council pursuant to Section 10

(f) This offer is subject to Receipt by Buyer of a satisfactory Phase I report for which buyer shall be responsible for its cost.

(g) The above contingencies in Paragraphs 9 (a) and (f) are solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein during the Contingency Period. If Buyer elects to terminate this Agreement prior to the expiration of the Contingency Period, Buyer shall notify Seller and Escrow Agent in writing in accordance with the notice requirements in Section 12 below. In the event Buyer terminates this Agreement for any reason during the Contingency Period, the Deposit made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Except for the cost of the PTR and the cost of reports and studies paid by the Seller in Paragraph 9 (d), Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

10 **Time of Offer.** This Agreement, when executed by the Seller and delivered to the City, will be contingent upon the approval by the City Council, executed and delivered by the City within thirty (30) days of this Agreement. If this Agreement is not approved by the City Council within the thirty (30) day period, this Agreement shall be void and the Deposit shall be returned to the Buyer, except to the extent that the Seller shall consent in writing to further extensions of time for the authorizations, execution and delivery of this Agreement. By executing this Agreement and submitting it to the City, the Buyer is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time and with contingencies specified above. Any attempted revocation of such offer or material modification of the terms hereof without the consent of the City shall entitle the Seller to retain the Buyer's Deposit.

11 **Broker Commissions/Disclosure.** Buyer represents and warrants that it has retained Jack Clark as its broker in this transaction for which the buyers will be responsible to this Agreement. Buyer shall not be responsible for any real estate sales commission due to any broker retained by Seller.

12. **Notices.** Any and all notices, demands, or other communications required or desires to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller.

City of Las Vegas
400 E. Stewart Avenue; 4th Floor
Las Vegas, NV 89101
Attention: Real Estate & Asset Management Manager
Phone No.: (702) 229-1020
Fax No.: (702) 384-0527

To Buyer:

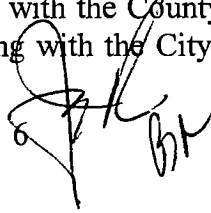
James E. and Beverly B. Rogers
Husband and Wife, Joint Tenants
1500 Foremaster Lane
Las Vegas, NV 89101
Attention: James E. and Beverly B. Rogers
Phone No:

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the escrow office.

13. **Applicable Laws and Severability.** This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed within the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

14. **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. In the event either party shall prevail in any legal action commenced to enforce this Agreement, the prevailing party shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the court.

15. **Modifications or Amendments.** Upon approval of this Purchase and Sale Agreement by the City Council and after it has been fully executed by signature of all parties, the Seller designates the Manager of the Real Estate & Asset Management Division in conjunction with the City Clerk who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Agreement, such as amendments, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment,



change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

16 **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.

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

18 **Disclosure of Principals.** Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Buyer warrants that it has disclosed that James E. Rogers and Beverly B. Rogers, Husband and Wife, Joint Tenants, are the sole buyers and principals to this transaction. Throughout the term hereof, James E. and Beverly B. Rogers shall notify Seller in writing of any material change in the above disclosure within 15 days of any such change.

...

.

Handwritten signature and initials, possibly "JER" and "BR", in black ink.

19 **Disclosure Regarding Agency.** Pursuant to the Nevada Real Estate Division rules, Jack Clark, advises seller that he represents only the buyer in this transaction per Exhibit "E"

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

ATTEST

"SELLER" CITY OF LAS VEGAS

BARBARA JO RONEMUS, CITY CLERK

By OSCAR B GOODMAN, MAYOR

APPROVED AS TO FORM:

Robert S Sloan 7-7-00
DEPUTY CITY ATTORNEY/DATE

"BUYER" JAMES E AND
BEVERLY B. ROGERS,
HUSBAND AND WIFE,
JOINT TENANTS

By James E Rogers 7-12-00
JAMES E ROGERS Date

By Beverly B Rogers 7/12/00
BEVERLY B ROGERS Date

**ACKNOWLEDGEMENTS FOR
AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND
JAMES E. AND BEVERLY B. ROGERS, HUSBAND AND WIFE, JOINT TENANTS**

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

 This instrument was acknowledged before me, a notary public, on this ____ day of _____, 2000, by OSCAR B. GOODMAN, Mayor of the City of Las Vegas.

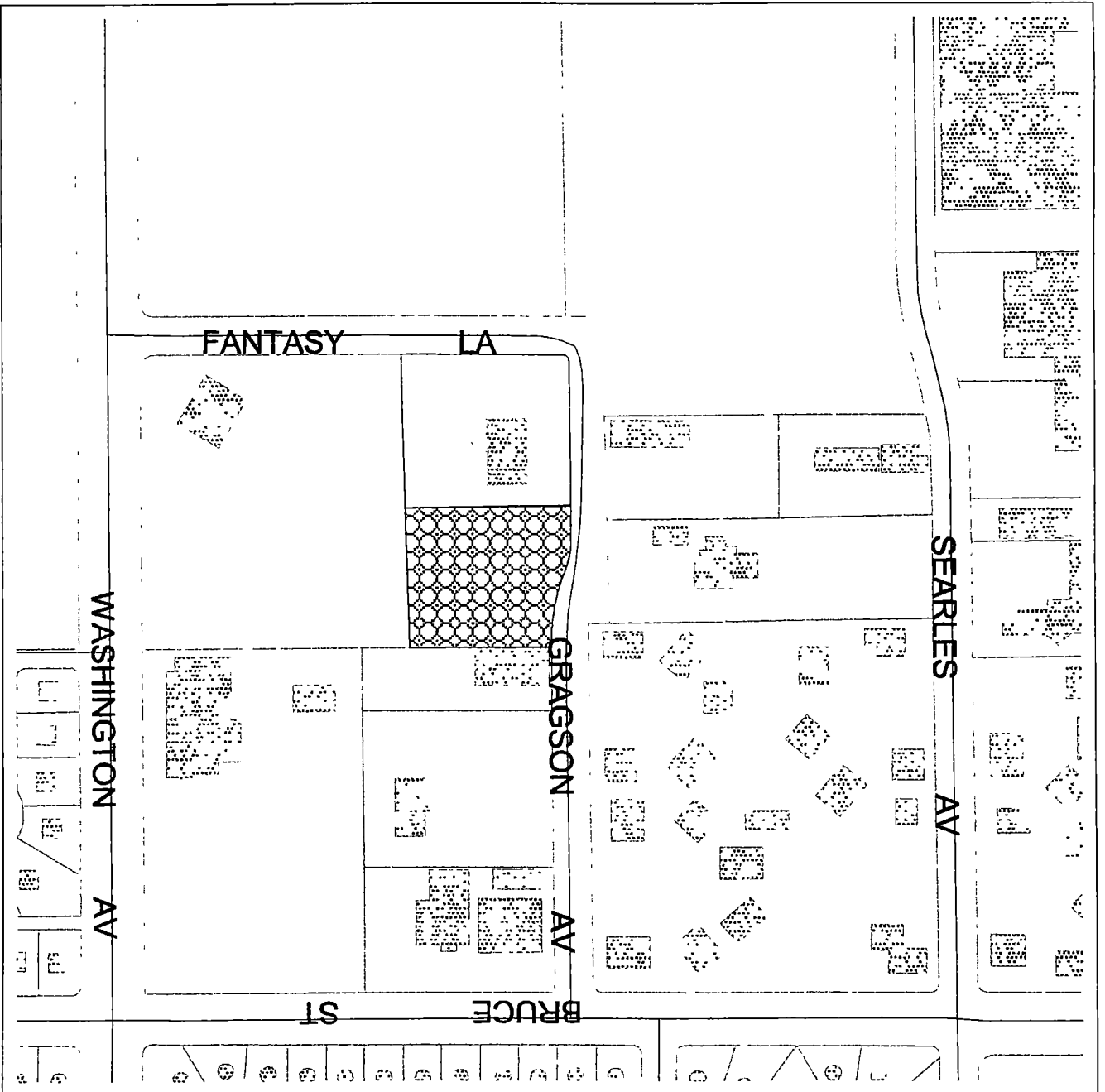
NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

 This instrument was acknowledged before me, a notary public, on this _____ day of _____, 2000, by _____.

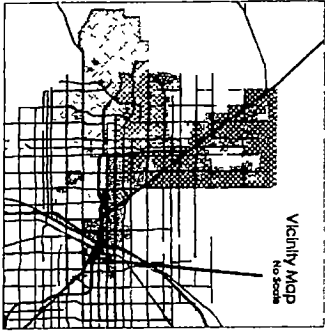
NOTARY PUBLIC

EXHIBIT "A"



Sunbelt Communications Land Sale

- Building Footprints
- Leased Site
- Vacant Site
- Street Centerline
- Parcels
- Right of Way



Real Estate & Asset Management

1 3008



Date of Data: 1/19/12/27

LEASE

THIS AGREEMENT, made and entered into this 12th day of June, 2000 by and between JAMES ROGERS, BEVERLY BARLOW ROGERS AND SUNBELT COMMUNICATIONS COMPANY, sometimes hereinafter called Lessor and LAS VEGAS LODGE NO. 1, FRATERNAL ORDER OF POLICE, hereinafter sometimes called Lessee.

WITNESSETH

WHEREAS, the Lessor is the owner of certain property, and

NOW, THEREFORE, it is agreed by and between the parties as follows, to wit

Lessor hereby agrees to lease to Lessee the following described property for said Lessee to construct and maintain thereon a building or buildings to be used for the following purposes Meeting place, social functions, office facilities, recreation facilities, cultural activities, food and beverage facilities; said property being more fully described as follows, to wit:

A certain tract or parcel of land lying and being situate in the City of Las Vegas, County of Clark, State of Nevada, and being a portion of the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section 26, Township 20 South, Range 61 East, M.D.M., being more particularly described as follows

Beginning at a point which bears South 89° 49' 07" West distant 574.81 feet and North 0° 00' 35" East distant 473.41 feet, from the center corner of said Section 26, said point being the Northeast corner of that certain parcel conveyed to the Clark County Sheriff's Mounted

[Handwritten signature]
JR ERM
7/11/00
2410

Posse as described by Document #95215, Book 115 of Official Records, Clark County, Nevada; thence South 88° 01' 15" West along the North line of said parcel a distance of 461.21 feet to the Northwest corner thereof; thence North 0° 00' 35" East a distance of 291.14 feet to a point on the South line of that certain parcel conveyed to the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints as described in Document # 63660, Book 76, of Official Records, Clark County, Nevada; thence North 89° 32' 47" East along the South line thereof a distance of 460.93 feet; thence South 0° 00' 35" West a distance of 278.86 feet to the point of beginning, including the West 180 feet thereof.

Save and except the east portion of said property being a parcel approximately 218' x 218 which Lessor reserves to construct an antique and classic car museum

Save and except any portions thereof lying within the outlines described in that certain Roadbed Dedication Instrument recorded September 6, 1966, as Document Number 999205, Official Records of Clark County, Nevada.

Paragraph 1 Lessor leases said property to Lessee for a period of twenty (20) years from Aug 1, 2000, at a rental of One Dollar (\$1.00) per year, payable in advance, provided, however, that the building or buildings and real property described above are used by Lessee solely for the purposes above named.

Paragraph 2 Lessor makes this lease upon the condition that Lessee shall maintain the buildings and other facilities on the premises in good condition and repair at the expense of Lessee.

Paragraph 3 Lessor agrees to make a yearly donation to Lessee in the amount of Five Thousand (\$5,000.00) Dollars payable in advance during the term of the lease to Las Vegas Fraternal Order of Police Lodge #1, said payment to be guaranteed by James E. Rogers and his estate

Paragraph 4. Lessor agrees to air or display a minimum of thirty (30) public service

announcements per month through their operations that relate to the Nevada Fraternal Order of Police, the dates to be chosen by the station, for the duration of the twenty (20) year lease. Lessor further agrees to bear any and all production costs for or relating to said public service announcements.

Paragraph 5 Lessor agrees that any and all security surveillance and patrol provided by Lessor for their adjacent property be extended to Lessor's leased premises to Lessee for the purposes of protecting the property and building presently occupied by the Fraternal Order of Police.

Paragraph 6 The Lessee agrees to pay the sum of One Dollar (\$1.00) per year under the terms of this lease as rental for the premises hereinabove described

Paragraph 7 Lessee further agrees to obtain and maintain all necessary connections to public utility lines and to pay all expenses incurred in the use of said utilities.

Paragraph 8. Lessee further agrees that no person will be excluded from using said premises by reason of race, color or national origin.

Paragraph 9. Lessee further agrees to hold Lessor harmless from any liens as a result of any construction and does further agree to hold Lessor harmless from any claims for injuries sustained on the leased premises by any individual there present, whether by invitation or not.

Paragraph 10 If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Lessee's purposes, Lessee shall promptly repair such damage at the cost of the Lessee. Lessee shall be

[Handwritten signatures and initials]
BL
FM
2/17

relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made any such advance payments shall be refunded to Lessee. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Lessee's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Lessee's purposes.

Paragraph 11. Lessor agrees that in the event Lessor should for any reason seek to evict Lessee from the premises prior to the expiration of the Sublease agreement, Lessor will furnish a building comparable in size, location and rent for the remainder of the Sublease agreement as agreed upon by both parties. Lessor may only seek to evict Lessee for good cause and in good faith, unless otherwise agreed by the parties hereto.

Paragraph 12. It is understood and agreed by the Lessor and Lessee that, upon the expiration of the term of this lease, or upon termination in accordance with Paragraph 1, hereof, the title to said buildings shall vest immediately in the Lessor.

Paragraph 13. Lessee, at Lessee's expense, shall have the right following Lessor's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Lessee may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Lessee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment,

machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the Lease term or placed or installed on the Leased Premises by Lessee thereafter, shall remain Lessee's property free and clear of any claim by Lessor. Lessee shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Lessee at Lessee's expense

Paragraph 14. Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

IN WITNESS WHEREOF, we have hereunto set our hands this 12th day of June, 2000

Sunbelt Communications

Fraternal Order of Police
Las Vegas Lodge No. 1

By James E. Rogers
James E. Rogers
Lessor

By David Moody
David Moody, President
Lessee

By Beverly Barlow Rogers
Beverly Barlow Rogers
Lessor

By Frank Mahoney
Frank Mahoney, 2nd Vice President
Lessee

By Harry Daly
Harry Daly, Treasurer
Lessee

EXHIBIT "C"
Legal Description of Land

Mount Diablo Meridian, Township 20S , Range 61E , Section 26, P^TSW1/4NW1/4

Exhibit "D"

Disclosure of Principals

The principals and partners JAMES E. ROGERS AND BEVERLY B. ROGERS, HUSBAND AND WIFE, JOINT TENANTS and all persons and entities holding more than 1% interest in James E. Rogers And Beverly B. Rogers, Husband And Wife, Joint Tenants and or any principal of James E. Rogers And Beverly B. Rogers, Husband And Wife, Joint Tenants are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. James E. Rogers	1500 Foremaster Lane Las Vegas, NV 89101	
2. Beverly B. Rogers	1500 Foremaster Lane Las Vegas, NV 89101	

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

JAMES E. AND BEVERLY B. ROGERS

By: _____

Its: _____

Subscribed and sworn to before me this
12 day of July, 2000.

Jo Ann Haneman
Notary Public

