

City of Las Vegas

S. ✓

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S CONFERENCE ROOM, EIGHTH FLOOR
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>
MONDAY, OCTOBER 29, 2001
3:00 P.M.

REAL ESTATE COMMITTEE - COUNCILMEN WEEKLY AND REESE

CALL TO ORDER:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

NEW BUSINESS:

1. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas (City) and the Las Vegas Valley Water District (LVVWD) for the construction of water lines to service Parcel Number 138-14-402-001, referred to as Fire Station #43, located near Smoke Ranch Road and Torrey Pines Drive - Ward 6 (Mack)
2. Discussion and possible action regarding a Landlord Estoppel Certificate and Agreement between the City of Las Vegas (as Landlord) and Gemini, Inc. (as Tenant) relating to a parking garage lease located at 222 East Carson, commonly referred to as the Carson parking garage - Ward 3 (Reese)
3. Discussion and possible action authorizing staff to enter into negotiations with Nevada Power Company (NPC) to submit a letter to the Bureau of Land Management (BLM) requesting a modified-competitive sale of a portion of Parcel Number 125-17-401-007 (approximately 2.5 acres), located along the north side of Elkhorn Road, approximately 285 feet east of Fort Apache Road - Ward 6 (Mack)

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.

Facilities are provided throughout City Hall for the convenience of disabled persons. Reasonable efforts will be made to assist and accommodate physically handicapped persons. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting.

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

24 ✓

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Doreen Araujo, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **22nd** day of **October, 2001**, 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 **29th** day of **October, 2001** was deposited in the United States Mail, Postage prepaid, First Class Certified Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Doreen Araujo

SIGNATURE

City Clerk

DEPARTMENT

Subscribed and sworn to before me this

22nd day of *October*, 2001

Doreen K. Araujo
NOTARY PUBLIC in and for said County and State

Deborah K. Bridger
NOTARY PUBLIC in and for said County and State

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: OCTOBER 29, 2001

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

PRESENT: COUNCILMEMBERS WEEKLY and REESE

Also Present: DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY ATTORNEY TERESITA PONTICELLO, REAL ESTATE AND ASSET MANAGEMENT MANAGER DAVID ROARK, and DEPUTY CITY CLERK GABRIELA S. PORTILLO-BRENNER

ANNOUNCEMENT MADE – meeting noticed and posted at the following locations:

Downtown Transportation Center, City Clerk's Board

Senior Citizens Center, 450 E. Bonanza Road

Clark County Government Center, 500 S. Grand Central Pkwy

Court Clerk's Bulletin Board, City Hall

City Hall Plaza, Posting Board

(3:02)

1-1

AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: OCTOBER 29, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☐**CONSENT**☒**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilmen Weekly and Reese**

Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas (City) and the Las Vegas Valley Water District (LVVWD) for the construction of water lines to service Parcel Number 138-14-402-001, referred to as Fire Station #43, located near Smoke Ranch Road and Torrey Pines Drive - Ward 6 (Mack)

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division: PW/Real Estate**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

The City is in the process of going out to bid for the construction of Fire Station #43. In order to have water service for the station, the City is required to grant an Easement and Rights-of-Way to LVVWD for construction of water lines.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easement and Rights-of-Way
2. Site Map

COMMITTEE RECOMMENDATION:

COUNCILMAN REESE recommended that this item be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, explained that the subject easement and rights-of-way for Fire Station 43 would allow for the construction of the water lines to service the property. It is in conformance with the interlocal agreement with the Water District. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF OCTOBER 29, 2001

Public Works

Item 1 – Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas (City) and the Las Vegas Valley Water District for the construction of water lines to service Parcel Number 138-14-402-001, referred to as Fire Station #43, located near Smoke Ranch Road and Torrey Pines Drive

MINUTES – Continued:

No one appeared in opposition.

There was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:02 – 3:04)

1-7

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the

State of Nevada

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

WITNESSETH:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTOR(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and
3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

A.P.N. 138-14-402-001 (Fire #43)

Signator for GRANTOR(S) warrant that they have the legal authority to bind the parties hereto and GRANTOR(S) warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR(S) has hereunto set his/her/their hand/hands this _____ day of _____, 20____.

OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

STATE of _____)
_____) ss.
COUNTY of _____)

Thomas R. Green 10/3/01
DEPUTY CITY ATTORNEY DATE

On _____, 20____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY



HORIZON SURVEYS

FILE: FIRESTATION43
JOB NO. 001240
OCTOBER 1, 2001
BY/CKD: BGS/PB

EXHIBIT "A"

EXPLANATION

THIS LEGAL DESCRIBES THE 10' X 19.5' LAS VEGAS VALLEY WATER DISTRICT EASEMENT AT THE CITY OF LAS VEGAS FIRESTATION #43.

LEGAL DESCRIPTION

A PORTION OF LOT 1, AS SHOWN IN FILE 35, PAGE 44 OF PARCEL MAPS, ON FILE IN THE CLARK COUNTY NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 60 EAST M.D.M., CITY OF LAS VEGAS, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14, SAID SOUTH QUARTER CORNER ALSO BEING THE CENTERLINE INTERSECTION OF SMOKE RANCH ROAD (100 FEET WIDE) AND TORREY PINES DRIVE (80 FEET WIDE); THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 14 AND THE CENTERLINE OF SAID TORREY PINES DRIVE, NORTH 03°38'18" WEST, 286.11 FEET; THENCE SOUTH 86°21'42" WEST, 40.00 FEET TO THE WEST RIGHT-OF-WAY OF SAID TORREY PINES DRIVE AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST RIGHT-OF-WAY, NORTH 89°03'20" WEST, 10.00 FEET; THENCE NORTH 03°38'18" WEST, 19.56 FEET; THENCE SOUTH 89°03'20" EAST, 10.00 FEET TO THE SAID WEST RIGHT-OF-WAY OF SAID TORREY PINES DRIVE; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 03°38'18" EAST, 19.56 FEET TO THE POINT OF BEGINNING.

CONTAINS 195.00 SQUARE FEET.

BASIS OF BEARINGS

NORTH 89°03'20" WEST, BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, NEVADA, AS PER PARCEL MAP FILE 35, PAGE 44 OF CLARK COUNTY OFFICIAL RECORDS, SAID LINE ALSO BEING THE CENTERLINE OF SMOKE RANCH ROAD.

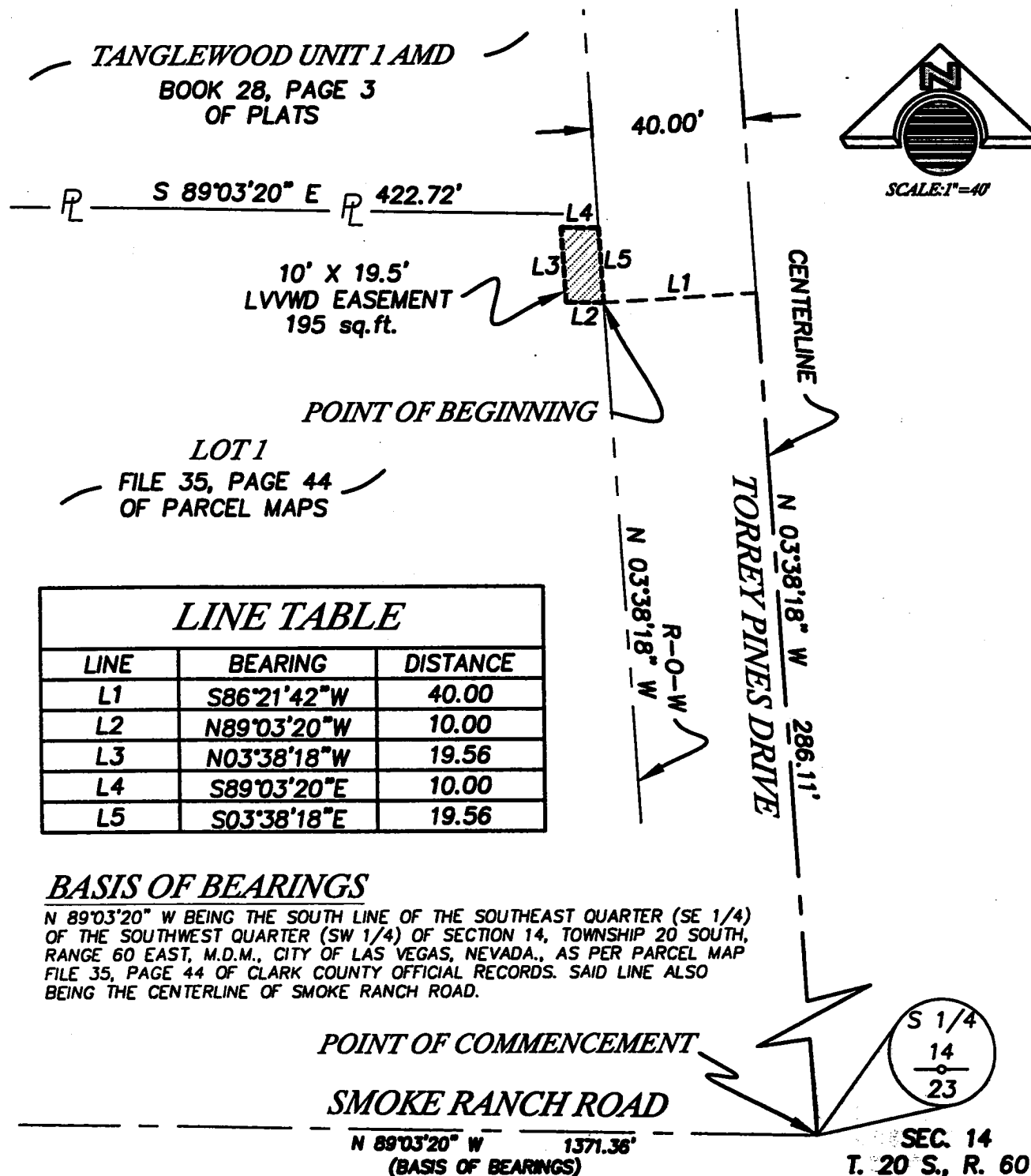
END OF DESCRIPTION.

PAUL BURN, P.L.S.
NEVADA CERTIFICATE #11174



10-1-01

FIRESTATION #43 EXHIBIT "A"



SECTION, TOWNSHIP, RANGE: SECTION 14, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.,

Horizon Surveys

(702) 228-5066

9911 Covington Cross Drive, Suite 104
Las Vegas, Nevada 89144

PROJECT:

FIRESTATION #43
EXHIBIT "A"

FOR:

AZTEC ENGINEERING

SCALE: SCALE: 1"=40'

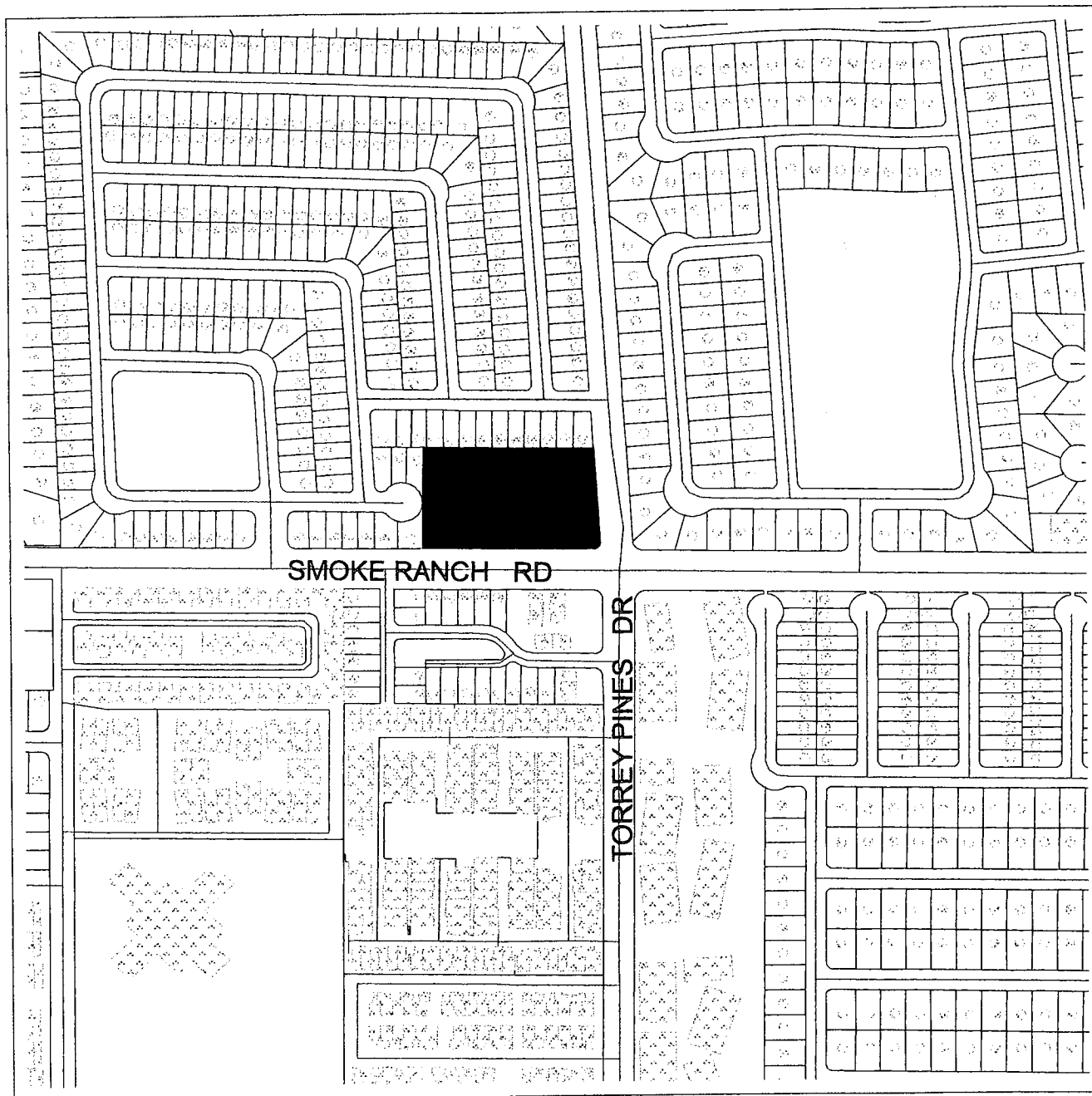
JOB NO.: 001240

DWG: LVVWDEASE

DRAWN BY: BGS

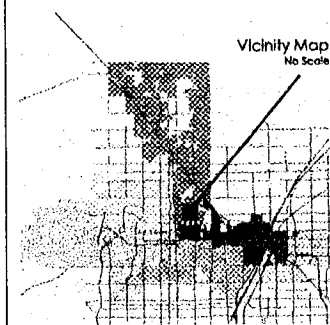
DATE: 10/1/01

SHEET 1 OF 1



Site Map

-  Fire Stn. #43
-  Street Centerline
-  Building Footprints
-  City of Las Vegas
-  Parcels



Real Estate & Asset Management



Date of Data: 2000/09/13

AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: OCTOBER 29, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☐**CONSENT**☒**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilmen Weekly and Reese**

Discussion and possible action regarding a Landlord Estoppel Certificate and Agreement between the City of Las Vegas (as Landlord) and Gemini, Inc. (as Tenant) relating to a parking garage lease located at 222 East Carson, commonly referred to as the Carson parking garage - Ward 3 (Reese)

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division: PW/Real Estate**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

The Lady Luck Hotel/Casino has a new owner. By executing the Landlord Estoppel Certificate and Agreement, all terms of the Lease Agreement dated June 6, 1984, are being honored by the new owner. In addition, the City is agreeing that the lender to Gemini, Inc. will be given the same rights and opportunity to cure any default of the lease agreement in the event it is not taken care of in a timely manner by the Tenant.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Landlord Estoppel Certificate and Agreement
2. Site Map

COMMITTEE RECOMMENDATION:

COUNCILMAN REESE recommended that this item be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, stated that the Estoppel Certificate and Agreement is in connection with the contract between the City and the Lady Luck for lease of the garage and will bind the new owner to the terms of the contract. In addition, it binds the lender of the new owner and requires the City to give a 30-day window in which to correct any default. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF OCTOBER 29, 2001

Public Works

Item 2 – Discussion and possible action regarding a Landlord Estoppel Certificate and Agreement between the City of Las Vegas and Gemini, Inc., relating to a parking garage lease located at 222 East Carson, commonly referred to as the Carson parking garage

MINUTES – Continued:

No one appeared in opposition.

There was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:04 – 3:05)

1-38

LANDLORD ESTOPPEL CERTIFICATE AND AGREEMENT

City of Las Vegas, a municipal corporation of the State of Nevada ("**Landlord**") has been informed by Isle of Capri Casinos, Inc. (the "**Company**") that certain financial institutions (collectively with their respective participants, successors and assigns, the "**Lenders**") previously made a certain loan (the "**Loan**") to the Company, pursuant to the terms of the Amended and Restated Credit Agreement ("**Credit Agreement**"), dated as of March 2, 2000, by and among Company, Administrative Agent (defined hereafter), the Lenders, CIBC World Markets Corp., as Lead Arranger, The CIT Group/Equipment Financing, Inc., as Documentation Administrative Agent and Bankers Trust Company, as Syndication Administrative Agent and Co-Arranger. The Loan is secured by various assets of the Company and its affiliates, including by a Fee and Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing and other documents (the "**Mortgage**") affecting the interest of Gemini, Inc., a Nevada corporation as the tenant (in such capacity, the "**Tenant**") under the Lease (defined hereafter) and the interest of the Tenant in the Premises (defined hereafter). Administrative Agent (defined hereafter) has requested that, pursuant to the terms and conditions of the Credit Agreement, Landlord provide this Estoppel Certificate and Agreement (this "**Agreement**") to Canadian Imperial Bank of Commerce, as Administrative Agent for the Lenders (in such capacity, "**Administrative Agent**"), and to the Lenders.

NOW, THEREFORE, in response to the foregoing request and for good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the undersigned, a duly authorized representative of Landlord, hereby certifies and the Parties hereto do agree as follows:

1. Landlord is the landlord under that certain lease agreement defined on Exhibit "A", attached hereto and incorporated herein by this reference (the "**Lease**") pursuant to which Tenant currently leases the real property and the improvements thereon located in the City of Las Vegas, County of Clark, State of Nevada (such real property and improvements, collectively, the "**Premises**").
2. The Lease has not been assigned, modified, changed, altered, supplemented or amended in any respect, nor have any provisions thereof been waived, except as evidenced by the amendments and assignments, if any, attached hereto. A true and complete copy of the Lease (including each of its amendments and assignments) is attached to this Agreement.
3. The Lease is valid and in full force and effect on the date hereof. The rent and other sums due and payable under the Lease have been paid through the date of this Agreement. To the Landlord's best knowledge, no event has occurred and no condition exists that constitutes, or that with the giving of notice or the lapse of time or both, would constitute, a default by Tenant under the Lease. Landlord has no known basis for asserting defenses or offsets against the enforcement of the Lease by Tenant.
4. No voluntary actions or, to Landlord's knowledge, involuntary actions are pending against Landlord under the bankruptcy laws of the United States or any state thereof.
5. Landlord hereby consents to: (a) Tenant's execution and delivery of the Mortgage, to the extent that the Mortgage preserves a security interest in Tenant's rights under the Lease to Lenders and provides that Lenders may assume all of Tenant's interest under the Lease in order to perfect such security interest, all without affecting any of Landlord's interests under the Lease, and (b) Administrative Agent's recording the Mortgage against Tenant's interest under the Lease and Tenant's

interest in the Premises. The terms of the Lease are not affected by the terms of the Mortgage except as expressly set forth herein.

6. Landlord acknowledges and agrees that none of the furniture or personal property of Tenant, not constituting "any alteration, improvement or installation" under Section 12(c) of the Lease, shall be deemed a fixture or a part of the Premises, but shall at all times be considered personal property of Tenant even though it may be affixed to or placed on the Premises (hereinafter referred to as "**Tenant's Personal Property**"). Landlord hereby waives any right to claim a lien or attachment with respect to any of Tenant's Personal Property.

7. Landlord hereby consents to Tenant granting Administrative Agent a lien on, and security interest in, Tenant's Personal Property and agrees that neither the grant of such lien and security interest, nor the enforcement thereof, will create a default under the terms of the Lease.

8. Administrative Agent shall be entitled to enforce its security interest in Tenant's Personal Property located upon or in the Premises, provided that Administrative Agent shall repair any physical damage caused to the Premises by such removal, and Administrative Agent agrees to hire equipment movers carrying public liability insurance to perform such removal, and in all cases subject to the terms and conditions of the Lease.

9. Landlord agrees that no surrender (except a surrender upon the expiration of the term of the Lease or upon termination by Landlord pursuant and subject to the provisions of the Lease) to Landlord of the Lease, or of the Premises, or any part thereof, or any interest therein, and no termination of the Lease by Tenant shall be valid or effective without the prior written consent of Administrative Agent. Landlord agrees that if Landlord and Tenant hereafter amend or modify the Lease, Administrative Agent and the Lenders shall not be bound by or subject to any amendment or modification of the Lease to which Administrative Agent has not given its written consent.

10. Administrative Agent shall be entitled to and shall receive from Landlord the same written notice of, and Administrative Agent and the Lenders shall have the same opportunity to cure, defaults by Tenant as Tenant is entitled to receive under the Lease. In the event of a default by Tenant under the Lease, other than a default in the payment of money under the Lease, Landlord shall not terminate the Lease without first giving Administrative Agent and the Lenders an additional period of time as determined in the sole discretion of Landlord within which either (a) to obtain possession of the Premises (by appointment of a receiver, foreclosure or otherwise) and cure such default with reasonable diligence, in the case of a default which is susceptible of being cured after Administrative Agent or the Lenders obtain possession of the Premises, or (b) to institute foreclosure proceedings and complete such foreclosure with reasonable diligence, or otherwise acquire Tenant's interest under the Lease with reasonable diligence, in the case of a default which is not susceptible of being cured by Administrative Agent or the Lenders (any proposed resolution of such non-curable default shall be subject to approval of Landlord); provided, however, that Administrative Agent or the Lenders shall pay all rent and other sums payable under the Lease within thirty days after receiving notice that any such sums have become due and payable, together with interest on any past due sums at the rate specified in the Lease. If the cure of a non-monetary default requires possession of the Premises by Administrative Agent or the Lenders, then Landlord shall not terminate the Lease so long as Administrative Agent or the Lenders (y) continue to pay all rent and other sums due to Landlord within thirty days after receiving notice that any such sums have become due and payable, together with interest on any past due sums at the rate specified in the Lease and (z) proceed diligently to cure such default on a time schedule and in a manner approved by Landlord. Administrative Agent shall give Landlord written notice within thirty days of receipt of notice of default whether Administrative Agent or the Lenders intend to cure such defaults of Tenant.

11 Administrative Agent or the Lenders may, at any time before the termination of the Lease, pay any amount or do any act or thing required of Tenant by the terms of the Lease, and all payments so made and all acts or things so done by Administrative Agent or the Lenders shall be effective to prevent a forfeiture of the rights of Tenant under the Lease.

12. Landlord agrees that any transfer of the Lease or the Premises to Administrative Agent or the Lenders through foreclosure by Administrative Agent or the Lenders or similar action or action in lieu thereof shall be permitted by the Lease. Any subsequent transfer requires the Landlord's prior written consent thereto as set forth in Section 31 of the Lease.

13. The appointment of a receiver for Tenant's property by Administrative Agent or the Lenders or the exercise of similar remedies by Administrative Agent or the Lenders regarding the interest of Tenant under the Lease or the levy upon Tenant's Personal Property by Administrative Agent or the Lenders will not constitute a default by Tenant under the Lease.

14. If the Lease is terminated prior to its expiration date by reason of Tenant's default or rejection of the Lease by Tenant in a bankruptcy case or for any other reason, Landlord will enter into a new lease of the Premises with Lenders (or with nominee of Lenders if approved by Landlord in its sole discretion) for the remainder of the term of the Lease, at the rent and additional rent and upon all of the covenants, agreements, terms, provisions and limitations contained in the Lease, if Administrative Agent requests such a new lease within forty days after the date of termination of the Lease and if all sums then due to Landlord under the Lease, including interest at the rate specified in the Lease, are paid to Landlord.

15. Landlord will deliver to Administrative Agent an estoppel certificate within fifteen (15) days after Administrative Agent's request in compliance with the provisions of Section 38 of the Lease. Administrative Agent may request, and in such case Landlord shall consider providing to Landlord, a more detailed estoppel certificate to certify that (a) the Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified, and stating the modifications); (b) whether, to the knowledge of Landlord, Tenant or Landlord is in default in performance of any of its respective obligations under the Lease, and specifying each default as which Landlord has knowledge; (c) whether, to the knowledge of Landlord, any event has occurred that, with the giving of notice or the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease and, if such an event has occurred, specifying each such event; (d) whether Tenant has complied with all of its obligations to construct improvements on the Land; (e) whether there are any other agreements between Tenant and Landlord affecting the Lease or the Premises; and (f) such other information as a prospective assignee of Tenant's interest under the Lease or a prospective leasehold mortgagee would reasonably request.

16. This Agreement may not be modified except by an agreement in writing signed by Landlord and Administrative Agent or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon Landlord and Administrative Agent, and their respective heirs, representatives, successors and assigns, however this Agreement shall not be transferred or assigned without the prior written consent of Landlord.

17. Any notices sent to Landlord shall, until further notice, be sent by registered mail and addressed as follows:

Las Vegas City Manager
400 Stewart Avenue
Las Vegas, Nevada 89101

18. Any notices sent to Administrative Agent or the Lenders shall, until further notice, be sent by registered mail and addressed as follows:

Canadian Imperial Bank of Commerce
425 Lexington Avenue
New York, NY 10017
Facsimile No.: (212) 856-3763
Attention: Agency Services Department

With a copies to:

Canadian Imperial Bank of Commerce
350 South Grand Avenue
Suite 2600
Los Angeles, California 90071
Attn: Mr. Dean J. Decker, Executive Director, CIBC World Markets Corp.

O'Melveny & Myers LLP
400 S. Hope Street
Los Angeles, California 90071
Attn: F. Thomas Muller, Esq.

19. Landlord understands that it is the intent of the Tenant that the statements made in this Agreement will be delivered to and relied upon by the Administrative Agent and the Lenders.

[Signatures on next page]

Dated: _____, 2001

LANDLORD:

CITY OF LAS VEGAS, a municipal corporation
of the State of Nevada

By: _____
Name: Oscar B. Goodman
Title: Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Approved As To Form:
Thomas R. Green 10/18/01
Deputy City Attorney Date

:

TENANT:

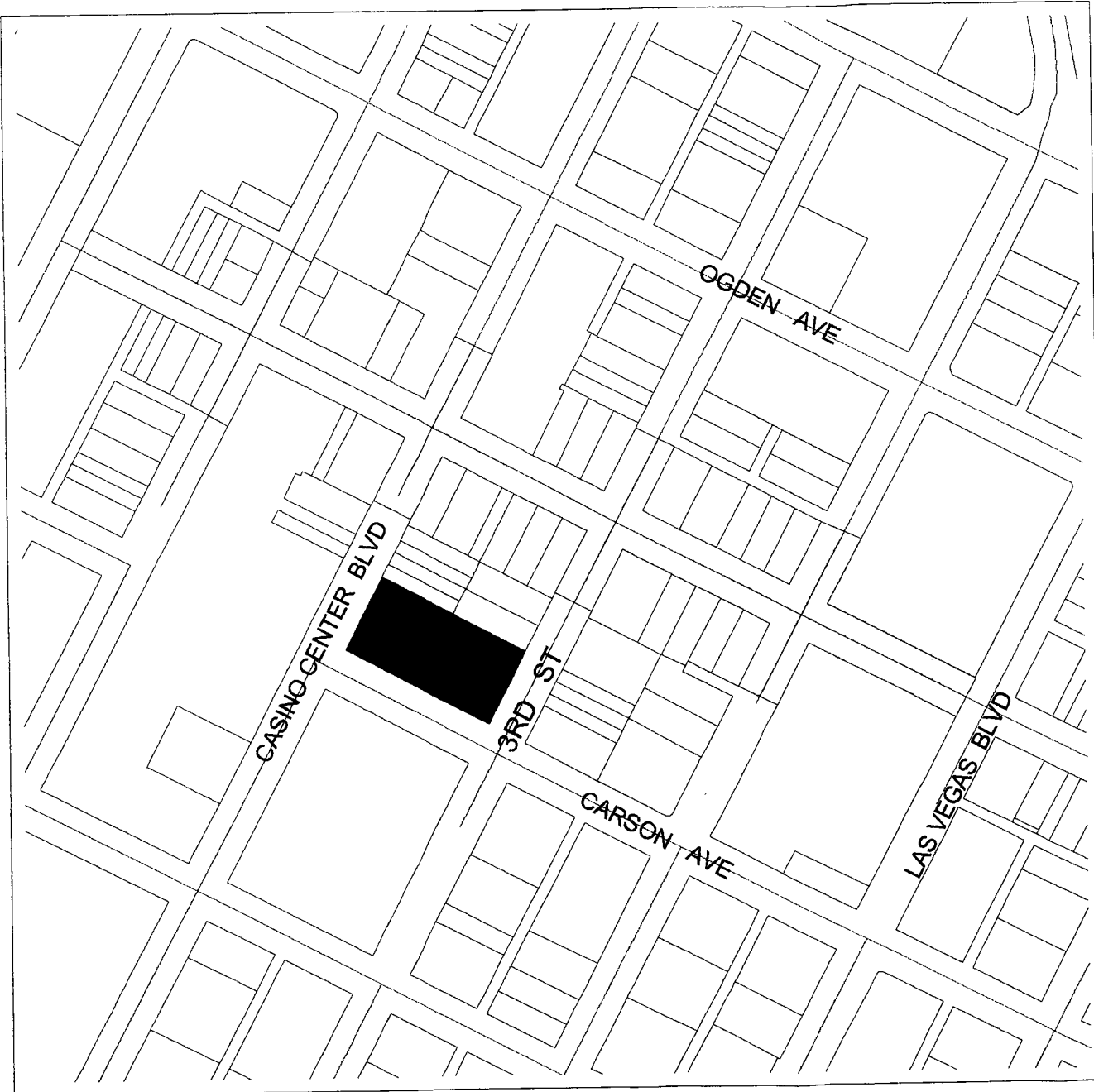
GEMINI, INC.,
a Nevada corporation

By: _____
Name:
Title:

EXHIBIT A

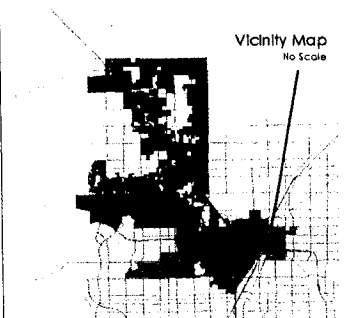
Description of Lease

Indenture of Lease dated June 6, 1984 by and between the City of Las Vegas, a municipal corporation of the State of Nevada, as lessor, and Andrew Tompkins, as lessee, recorded in the Official Records of Clark County, Nevada on June 7, 1984 in Book 1932 as Instrument No. 1891871, as amended by that certain Assignment and Assumption of Lease (Parking Garage Parcel) dated September 12, 2000 by and between Andrew H. Tompkins, as assignor, and Lady Luck Gaming Corporation, a Delaware corporation, as assignee, recorded in the Official Records of Clark County, Nevada in Book 20000912 as Instrument No. 01139, as amended by that certain Assignment and Assumption Agreement dated September 12, 2000 by and between Lady Luck Gaming Corporation, a Delaware corporation, as assignor, and Gemini, Inc., a Nevada corporation, as assignee, recorded on September 12, 2000 in the Official Records of Clark County, Nevada in Book 20000912 as Instrument No. 01138.



Site Map

-  Parking Facility
-  Street Centerline
-  City of Las Vegas
-  Parcels



Real Estate & Asset Management



Date of Data: 2001/01/22

AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: OCTOBER 29, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☐**CONSENT**☒**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilmen Weekly and Reese**

Discussion and possible action authorizing staff to enter into negotiations with Nevada Power Company (NPC) to submit a letter to the Bureau of Land Management (BLM) requesting a modified-competitive sale of a portion of Parcel Number 125-17-401-007 (approximately 2.5 acres), located along the north side of Elkhorn Road, approximately 285 feet east of Fort Apache Road - Ward 6 (Mack)

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division: PW/Real Estate**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

CLV received Nevada Power Company's unsolicited proposal letter 7/24/00 requesting to place an electrical substation on a portion of land CLV has leased with BLM. Staff received a recommendation to submit a letter to BLM 1/17/01 for a non-competitive sale on this site. BLM suggested that a request for a modified-competitive sale would be more likely to be approved. As growth occurs in the valley, NPC requires additional sites to place substations to continue to provide valley residents with essential services. The property has already been designated by the Planning Dept. as being appropriate for a substation.

RECOMMENDATION:

Staff recommends approval to submit a letter to BLM and proceed with negotiations with NPC and BLM

BACKUP DOCUMENTATION:

Site Map

COMMITTEE RECOMMENDATION:

COUNCILMAN REESE recommended that this item be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF OCTOBER 29, 2001

Public Works

Item 3 – Discussion and possible action authorizing staff to enter into negotiations with Nevada Power Company to submit a letter to the Bureau of Land Management requesting a modified-competitive sale of a portion of Parcel Number 125-17-401-007, located along the north side of Elkhorn Road, approximately 285 feet east of Fort Apache Road

MINUTES – Continued:

DAVID ROARK, Manager, Real Estate and Asset Management Division, commented that staff has held discussions with Nevada Power Company regarding their request for land in the Northwest for future substations. Staff had identified 2.5 acres of a 20-acre parcel off of Fort Apache; however, staff would like to have the flexibility to offer any 2.5 piece of land on the 20-acre parcel. Staff recommended approval.

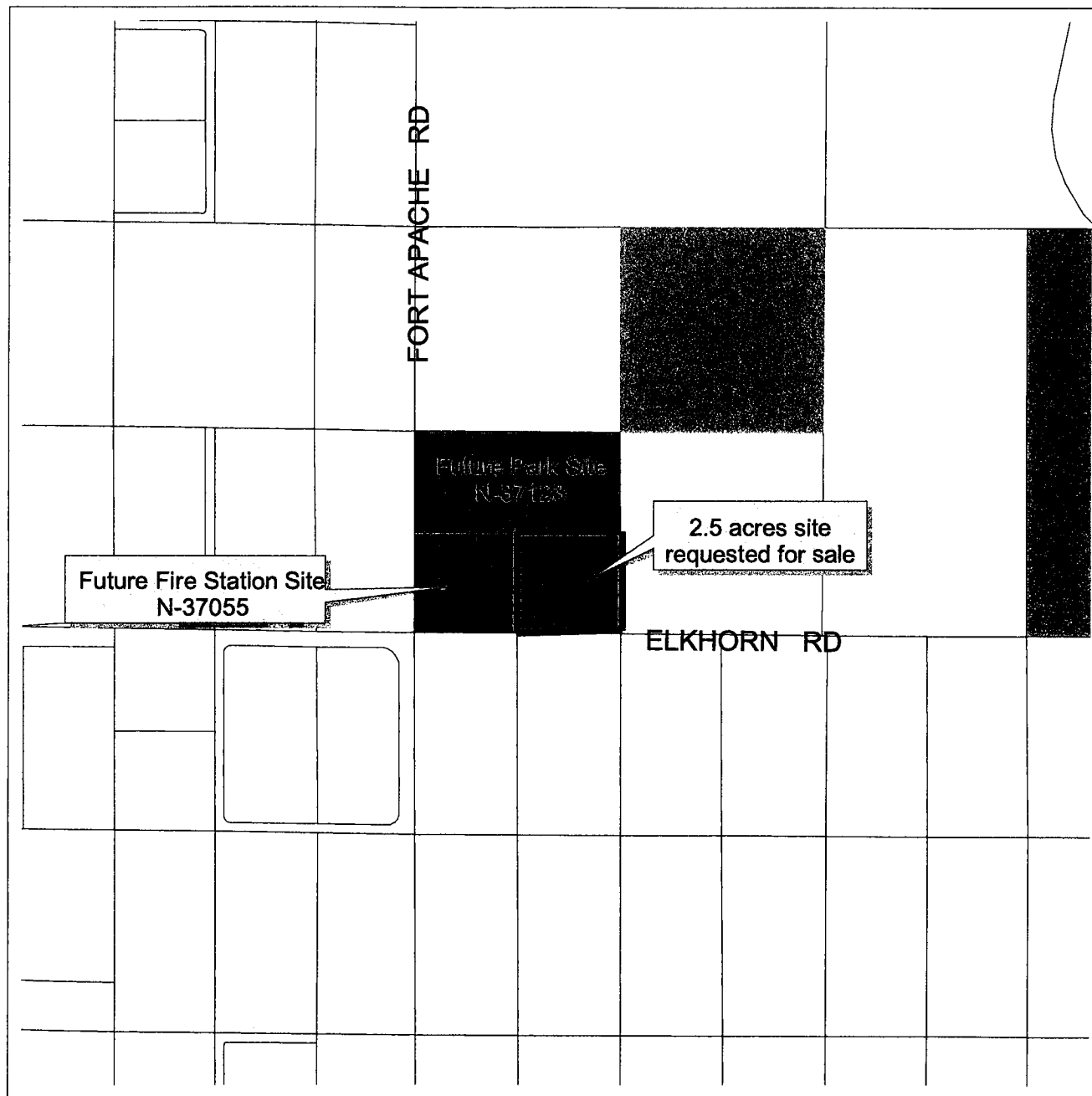
No one appeared in opposition.

There was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

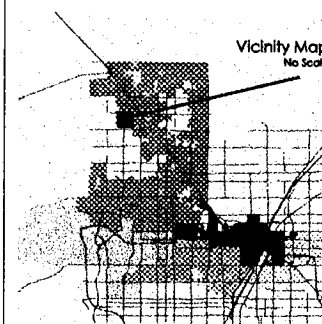
(3:05 – 3:07)

1-80



Site Map

-  Street Centerline
-  BLM Properties
-  City Leased
-  City Applied
-  USA
-  Parcels



Real Estate & Asset Management



Date of Data: 2001/06/11

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: OCTOBER 29, 2001

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.

MINUTES:

None.

THE MEETING ADJOURNED AT 3:07 P.M.

Respectfully submitted:


GABRIELA S. PORTILLO-BRENNER
October 31, 2001